

Approved:  
Chairman of the Competition Commission  
A.V. Mazurets

Approval date 

18	03	2021
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### Procurement Documentation

Public request for price selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	18	03	2021	
Date and time for the request receiving completion	26	03	2021	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 30.03. 2021			
	Date for summarizing of results 30.03. 2021			
Commencement date for providing clarifications on procurement documentation	18	03	2021	
Completion date for providing clarifications on procurement documents	22	03	2021	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Modification package for carriage of Cargo on Passenger Seats solution for Boeing 747-400 aircraft			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)	Development and certification of a Modification package for carriage of Cargo on Passenger Seats solution for Boeing 747-400 aircraft				
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
50 000	EUR	1	Ea.	74.90	74.90.19.190

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	E-mail: Interior.Boeing@rossiya-airlines.com
Term and Payment Procedure for Goods (Work. Service)	Payment of 100% of the cost is made by the Customer within 30 (thirty) calendar days after the fulfilment of the obligations by the Contractor.
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable. The bidder has the right to submit a draft of counter-agreement in compliance with all mandatory conditions specified in the procurement documentation

### **Assessment and Comparing Criteria of Quotes**

<b>Lot No 1</b>	
Name of Criterion 1	Contract's price
Points Calculation Procedure for Criterion 1	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$ , where - $S_{bas}$ – the best (the lowest) proposal among all bidders' proposal; - $S_{quot}$ – bidder's proposal to be evaluated; - $K$ – value of maximum score of this criterion

### **1. General Terms of the Procurement Procedure**

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011

No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the competitive selection/price selection does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

## **2. Procedure for Submission of Requests**

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the competitive selection/price selection (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic platform facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

## **3. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders**

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

#### **4. Payment Method for Goods, Work, and Service**

4.1. The payment method is cashless transfer.

#### **5. Pricing Procedure for the Agreement Price (Lot Price)**

5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

5.2.

**6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.**

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

**7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.**

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

**8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements**

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods,

performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.7. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.3. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

## **9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement**

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. A request shall be provided for each lot separately.

9.5. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.6. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

## **10. Procedure for Assessment and Comparison for Requests to Participate in Procurement and summarizing of results**

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waived in the following instances:

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

d) a failure to provide clarifications on the request for participation in the competitive selection upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the competitive selection/price selection the Competition Commission is necessary to extend the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the competitive selection that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection as the

advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the competitive selection include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the competitive selection which has been received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed (adopted) not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than three calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the price selection be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the price selection shall be recognized failed.

10.15. Should the winner in the competitive selection be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the competitive selection is not entitled to waive the conclusion of the agreement.

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebid.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

## **11. Consequences of Recognizing the competitive selection/price selection Failed**

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection or apply another method of procurement.

## **12. Closing Provisions**

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

### **Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

**Appendix 1  
to Procurement Documentation**

<b>Request for Participation<sup>1</sup> In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection
Quote: The value of modification package _____ EUR excluding VAT. FATA STC validation fees _____ EUR excluding VAT.  The contract price will be _____ EUR excluding VAT.  The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

<sup>1</sup> To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<p>4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>	
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>	
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>	
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>	
<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>	
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>	
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>	
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>	
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>	
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>	
According to the list on	pages
<b>Principal</b>	
(signature) (state initials, last name)	
SEAL	
Date of issuance	
(DD) (MM) (YYYY)	

<sup>5</sup> The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

**Appendix 2**  
**To Procurement Documentation**

<b>BIDDER QUESTIONNAIRE FORM<sup>2</sup></b> <b>Procurement Procedure</b>	
<i>(state the name of procedure)</i>	
<b>Procedure No.</b> _____ <i>(state the procedure number)</i>	<b>Lot No.</b> _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
<b>1. Legal details</b>	
Country _____ of _____	
registration _____	
Registered address _____	
Street address _____	
Phone _____	
Fax _____	
E-mail _____	
<b>2. Banking details</b>	
INN / KPP of entity _____	
OGRN (Primary State Registration Number) _____	
Transaction Account _____	
No. _____	
Bank Name _____	
Correspondent account _____	
BIC _____	
<b>3. Registration data</b>	
Date, place and registration authority _____	
Founders _____	
Primary Business _____	
Included in the small and medium businesses <sup>3</sup> _____	
OKPO _____	

<sup>2</sup> To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<sup>3</sup> If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

OKVED	
<b>4. Appendices to the Bidder Questionnaire Form:</b>	
<b>Description of Document</b>	<b>Number of Pages</b>
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit	

a request for participation, to sign an agreement.

**Contact person**

\_\_\_\_\_ (state last name, first name, patronymic, telephone, fax, e-mail)

**This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.**

**Principal**

(title of the Principal)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (state initials, last name)

SEAL

Date of Issuance

\_\_\_\_\_ (DD)

\_\_\_\_\_ (MM)

\_\_\_\_\_ (YYYY)

**Appendix 3**  
**To Procurement Documentation**

**Terms of Reference**

№	Subject-matter of the procurement	Development and certification of a Modification package for carriage of Cargo on Passenger Seats solution for Boeing 747-400 aircraft		
1	Nomenclature, description of products (work, service)*	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Modification package for Passenger Seat Cargo solution for Boeing 747	set	1	no
3	Delivery place of goods, performance of works and provision of services (address)	E-mail: Interior.Boeing@rossiya-airlines.com		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	<p>4.1. Required term of delivery of a Modification package for EASA STC application: no more than 21 (twenty one) calendar days from Contract signing and Customers' PO issuance to the Contractor</p> <p>4.2. Required EASA STC availability term: no more than 4 (four) months from Contract signing and Customers' PO issuance to the Contractor</p> <p>4.3. Required FATA approval availability term: no more than 6 (six) months upon EASA STC availability.</p> <p>4.4. The above delivery terms may be changed subject to mutual agreement of the Parties</p>		
5	Requirements for acceptance of goods, work, service	5.1. Modification package should be provided by electronic copy on e-mail: Interior.Boeing@rossiya-airlines.com		
6	Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the	<p>6.1. Modification package shall allow for general cargo transportation placed on seats on Boeing 747-400 aircraft;</p> <p>6.2. Modification package shall be applicable to 9 A/C B747-400 (EI-XLC, EI-XLD, EI-XLE, EI-XLF, EI-XLG, EI-XLH, EI-XLI, EI-XLJ, EI-XLM) operated by Rossiya Airlines;</p> <p>6.3. Modification package shall be approved by EASA;</p> <p>6.4. Modification package shall provide instructions for cargo fixing on seats with use of NAS3610 type Cargo Nets;</p> <p>6.5. Modification package may not consider seats protection means;</p> <p>6.6. Modification package shall include instructions for returning aircraft to pre-mod configuration;</p> <p>6.7. Modification package shall include:</p>		

	<p>establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<ul style="list-style-type: none"> <li>- EASA STC;</li> <li>- Installation instructions (Engineering Bulletin);</li> <li>- Placards drawings if required by modification;</li> <li>- Temporary revision of EEL;</li> <li>- AFM supplement.</li> </ul> <p>6.8. The Contractor shall assist in obtaining temporary airworthiness approval and operational permit from Irish aviation authority (IAA) on the basis of the STC application, to be used by the Customer for the period before the final EASA STC approval is issued.</p> <p>6.9. Aircraft data (e.g. LOPA, seats CMMs) are available through the file-server:  <a href="https://files.rossiya-airlines.com/index.php/s/4qo5kola9rm88bu">https://files.rossiya-airlines.com/index.php/s/4qo5kola9rm88bu</a>          Password: Rossiya2020</p> <p>6.10. State standards of the Russian Federation are not applicable, as documentation and supplied equipment must meet the requirements of the FAA/EASA.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>7.1. Requirements for the price formation:</p> <p>7.1.1. The value of modification package shall not exceed EUR 42,000, including EASA fees, additional fire extinguishers installation etc.</p> <p>7.1.2. FATA STC validation fees estimated at EUR 8,000 and subject to correction if there are any additional changes in the applicable regulations. The Customer shall reimburse document supported costs of the Contractor due to payment of the FATA fees as relates to receipt of FATA approval. The payment shall be made within 30 (thirty) calendar days from the date the invoice and documentary evidence have been provided to the Customer.</p> <p>7.2. Modification materials and implementation works are responsibility of Customer</p>
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>8.1. The Contractor will be obliged to make corrections according to comments immediately and at its own expense.</p>
9	<p>Other necessary information or additional requirements</p>	<p>9.1. Each bidder shall quote the prices in Euro.</p>

**Appendix 4**  
**To Procurement Documentation**

## Draft Agreement

<p style="text-align: center;"><b>Contract № _____</b></p> <p>Saint-Petersburg " ____ " _____ 2021</p> <p><b>Company</b> _____ with headquarters at _____ hereinafter referred to as <b>Contractor</b>; and</p> <p><b>“Rossiya airlines” JSC</b>, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the <b>Customer</b></p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>	<p style="text-align: center;"><b>Договор № _____</b></p> <p>г.Санкт-Петербург " ____ " _____ 2021</p> <p>_____, с основным местоположением по адресу: _____ здесь и далее называемое <b>Исполнитель</b>; и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое <b>Заказчик</b>;</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p><b>1. Subject of the Contract</b></p> <p>1.1. is obtaining Development and certification of a Modification package for carriage of Cargo on Passenger Seats solution for Boeing 747-400 aircraft by Contractor in accordance with Appendix № 2 being an integral part of the Contract.</p>	<p><b>1. Предмет договора</b></p> <p>1.1. Разработка и сертификация модификационного Исполнителем пакета документов для организации перевозки грузов на пассажирских сидениях воздушных судов типа Boeing 747-400 в соответствии с Приложением № 2, являющимся неотъемлемой частью настоящего Договора.</p>
<p><b>2. Delivery and Lead Time.</b></p> <p>2.1. Terms, conditions and directions of delivery are indicated in the Appendix № 2 attached to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Contractor shall deliver Services in terms indicated in the Appendix № 2 attached to this Contract. Any delays in such periods, provided no force majeure as per article 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties indicated in clause 3.7.</p>	<p><b>2. Доставка и срок исполнения.</b></p> <p>2.1. Условия, сроки и направления поставки указаны в Приложении № 2; которые могут быть изменены по письменному согласию Сторон.</p> <p>2.2. Исполнитель будет предоставлять Услуги в сроки, определённые в Приложении № 2 к настоящему Договору или в иные согласованные сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов, указанных в</p>

<p>2.3. Services shall be delivered with Sales Invoice shall contain (where applicable): description of the services, unit cost and total cost, reference to the Contract, terms of payment.</p>	<p>п. 3.7.</p> <p>2.3. Услуги будут поставляться с Коммерческим счетом, который должен содержать (где применимо): описание услуги, стоимость за единицу продукции и общую стоимость, ссылку на договор, условия оплаты.</p>
<p><b>3. Terms, conditions and Procedure of Payment.</b></p> <p>3.1. Form of payment is bank transfer. The currency hereof is EUR. Currency of payment (settlement) is EUR.</p> <p>3.2. Terms and order of payment: NET30. Payment by the Customer 100% of the value within 30 (thirty) days after the performance of the obligations by the Contractor. Confirmation of the fulfillment of the Contractor's obligations is the obtaining FATA approval.</p> <p>The invoice for payment should be sent by Contractor to <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a> without any undue delay immediately after issuance but not later than 10 (ten) business days prior to the payment date (if applicable). If Contractor fails to provide invoices in time, payment date shall be rescheduled for such period.</p> <p>3.3. Date of fulfillment of the Customer's payment obligations under this Contract will be the date when funds are debited from the Customer's current account.</p> <p>3.4. Same procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the Appendix № 2.</p>	<p><b>3. Форма, сроки и порядок оплаты</b></p> <p>3.1. Formой оплаты является безналичный расчет, банковский перевод. Валюта настоящего договора – евро. Валюта платежа (расчетов) – евро.</p> <p>3.2. Сроки и порядок оплаты: Оплата Заказчиком 100% стоимости в течение 30 (тридцати) дней после исполнения обязательств Исполнителем. подтверждением исполнения обязательств Исполнителя является получение одобрения ФАВТ.</p> <p>Счета на оплату должны быть направлены Исполнителем на адрес: <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a> без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 (десять) рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3. Датой исполнения платёжных обязанностей Заказчика по данному Договору является дата списания денежных средств с расчетного счета Заказчика.</p> <p>3.4. Подобный порядок будет применяться для всех платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано. В случае изменений условий оплаты, такие условия должны быть определены в Приложении № 2.</p>

<p>3.5. All taxes, custom charges and duties levied on the territory of the Contractor's country shall be borne by the Contractor. All taxes, custom charges and duties levied on the territory of the Customer's country shall be borne by the Customer, except otherwise has been agreed for delivery conditions in the Appendix № 2.</p> <p>3.6. The parties agreed to accept the order of expenses on banking operations as SHA (SHARed). The payer (sender of the payment) will pay all fees charged by the sending bank. The payee (recipient of the payment) will pay all fees charged by the receiving bank. The recipient will receive the payment minus any and all correspondent/intermediary fees.</p> <p>3.7. In case of delay in delivery of Services the Contractor shall pay the Customer penalty at the rate of 0.1% of cost of delayed Services for each day of such delay till the date of actual Services delivery.</p> <p>In case of exceeding the delivery time by the Contractor indicated in the Appendix № 2 to the Contact for more then 20 (twenty) working days, the Customer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Customer, the Contractor should within 10 (ten) banking days from the date of receipt of the Customer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> <li>- return to the Customer the funds paid in accordance with clause 3.2 of the Contract;</li> <li>- pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Contractor, and ending with the date they are credited to the account of the Customer capped at 10% of amount of respective delayed delivery (if applicable).</li> </ul>	<p>3.5. Все налоги, таможенные пошлины и сборы на территории страны Исполнителя оплачиваются Исполнителем. Все налоги, таможенные пошлины и сборы на территории страны Заказчика оплачиваются Заказчиком, если иное отдельно не оговорено в условиях поставки в Приложении № 2.</p> <p>3.6. Стороны согласились принять порядок разделения банковских расходов как SHA (SHARed). Это означает, что плательщик (отправитель платежа) должен оплатить все сборы, взимаемые банком-отправителем платежа; получатель (получатель платежа) должен оплатить все сборы, взимаемые банком-получателем. Получатель принимает платеж за вычетом всех промежуточных сборов/сборов банков- корреспондентов.</p> <p>3.7. В случае превышения, сроков поставки Услуг Исполнитель должен выплатить штраф в размере 0.1% от стоимости задержанных Услуг за каждый день такой просрочки до дня фактической поставки Услуг.</p> <p>В случае превышения Исполнителем сроков поставки, обозначенных в Приложении № 2 к настоящему Договору на срок более 20 (двадцати) рабочих дней Заказчик имеет право в одностороннем порядке отменить размещенный Заказ и / или расторгнуть Договор. В соответствии с условиями оплаты Заказчика Исполнитель должен в течение 10 (десяти) банковских дней с даты получения уведомления Заказчика о таком невыполнении:</p> <ul style="list-style-type: none"> <li>- вернуть Заказчику перечисленные им в соответствии с п.3.2 настоящего Договора денежные средства;</li> <li>- уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на</li> </ul>
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<p>3.8. Customer may, subject to consent of the Contractor, amend the scope during execution hereof, not higher than 20% of aggregate quantity of services set forth herein, in case of a change in demand in services that are subject of the Contract; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of Contract will change accordingly.</p> <p>In the case of an increase in the total amount of the contract, it is necessary to conclude an amendment to the Contract on increasing the total amount of the contract specified in clause 3.9.</p> <p>3.9. The total amount of this Contract including FATA fees is _____. The above amount of the Contract should not be regarded as an obligatory amount for which the Parties undertake to render services.</p> <p>3.10. FATA STC validation fees estimated at EUR 8,000 and subject to correction if there are any additional changes in the applicable regulations. The Customer shall reimburse document supported costs of the Contractor due to payment of the FATA fees as relates to receipt of FATA approval. The payment shall be made within 30 (thirty) calendar days from the date the invoice and documentary evidence have been provided to the Customer.</p>	<p>расчетный счет Заказчика, с ограничением в 10% соответствующей задержанной поставки (если применимо).</p> <p>3.8. Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором услуг при изменении потребности в услугах, на поставку, выполнение, на оказание которых заключен Договор, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных Договором, но связанных с такими работами, услугами, предусмотренными Договором. Стоимость Договора в этом случае изменяется пропорционально.</p> <p>В случае увеличения стоимости договора необходимо заключить дополнительное соглашение к Договору с увеличением стоимости договора, указанной в п.3.9.</p> <p>3.9. Общая стоимость настоящего договора с учётом пошлины ФАВТ составляет _____. Вышеуказанная сумма договора не должна считаться обязательной на которую Стороны обязуются оказать услуги.</p> <p>3.10. Сборы ФАВТ оцениваются в 8000 Евро и могут быть изменены в случае дополнительных изменений стоимости. Заказчик возмещает документально подтвержденные расходы Исполнителя в связи с оплатой сборов ФАВТ. Оплата производится в течение 30 (тридцати) календарных дней с момента предоставления Заказчику счетов и документального подтверждения.</p>
<p><b>4. Warranty</b></p> <p>4.1. The technical standards to be used in the accomplishment of services that</p>	<p><b>4. Гарантия</b></p> <p>4.1. Технические стандарты, использованные при оказании услуг,</p>

<p>required under this Contract will comply with EASA standards.</p> <p>4.2. The Contractor warrants that the services are provided with due quality and if any defects in services are discovered by the Customer the Contractor shall eliminate the defects free of charge if defects are discovered within 30 (thirty) calendar days after the services provided to the Customer.</p> <p>4.3. If any defects are discovered in accordance with clause 4.2 the Customer shall issue a claim and the Company shall review such claim within 7 (seven) days.</p> <p>4.4. The Contractor will be obliged to make corrections according to comments immediately and at its own expense.</p>	<p>запрошенных по настоящему Договору, будут соответствовать требованиям EASA.</p> <p>4.2. Исполнитель гарантирует качество оказываемых услуг; в случае обнаружения Заказчиком какого-либо недостатка, Исполнитель устранил его бесплатно, если такой недостаток будет обнаружен в течение 30 (тридцати) календарных дней после оказания услуг Заказчику.</p> <p>4.3. Если Заказчиком обнаружены какие-либо дефекты в соответствии с п. 4.2, Заказчик должен направить Исполнителю претензию, которую Исполнитель обязуется рассмотреть в течение 7 (семи) дней.</p> <p>4.4. Исполнитель будет обязан незамедлительно и за свой счет устранять замечания Заказчика, и/или уполномоченных авиационных властей, предъявляемые в процессе согласования и одобрения модификационного пакета документов.</p>
<p><b>5. Force Majeure</b></p> <p>5.1. None of the Parties will be liable for non-execution of its obligations under the Contract on time, provided that such non-execution has result from effect of force-majeure (further hereunder FM), i.e. extraordinary and unforeseeable circumstances which occur within the Contract's validity period, which are out of control of the affected Party (hereinafter the Affected party) and which could not be foreseen by it (including the flood, earthquake, volcano eruption and other natural disasters and military actions, blockades, import or export bans, law modifications). Fires and strikes shall be deemed as FM, unless they are caused by the faulty and/or negligent action/omission of the Affected party and/or persons controlled thereby (employees, contractors, consultants, etc.). Faults/suspensions in operation of the</p>	<p><b>5. Обстоятельства непреодолимой силы</b></p> <p>5.1. Ни одна из сторон не будет нести ответственность за невыполнение своих обязательств по договору в срок, если неисполнение будет являться следствием ОНС, то есть чрезвычайных и непредвиденных обстоятельств, возникающих в период действия договора, на которые затронутая ими сторона (далее – Затронутая сторона) не может реально воздействовать и которые она не могла реально предвидеть (в том числе наводнения, землетрясения, извержения вулкана и иные стихийные бедствия, войны и военные действия, блокады, запрещение импорта или экспорта, изменения законодательства). Пожары и забастовки признаются ОНС, если они не являются результатом виновного и/или неосторожного действия/бездействия Затронутой</p>

<p>equipment and/or software as used by the Affected party, damage of communication lines and/or means shall be FM, only if they are caused by the effect of natural and/or anthropogenic factors and that they do not result from the faulty and/or negligent action/omission of the Affected party and/or third persons.</p>	<p>стороны и/или контролируемых ей лиц (работники, подрядчики, консультанты и прочие). Сбои/перерывы в работе используемого Затронутой стороной оборудования и/или программного обеспечения, повреждение линий и/или средств связи являются ОНС, только если они вызваны действием природных и/или техногенных факторов и не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или третьих лиц.</p>
<p>5.2. The Affected party shall immediately, however within 7 (seven) calendar days from the moment FM occurs, inform the other Party in writing about its occurrence, anticipated duration of the effect, as far as it is possible, evaluate the influence thereof on execution (including the execution term) of obligations under the Contract, excluding the cases when such notification is impossible by force of the above events. As FM ceases the Affected party shall be obliged within the same period to inform the other Party thereabout, indicating the expected term for the obligations under the Contract to be performed.</p>	<p>5.2. Затронутая сторона обязана незамедлительно, но не позднее 7 (семи) календарных дней с момента наступления ОНС, уведомить в письменном виде другую сторону об их наступлении, предполагаемом сроке действия, по возможности дать оценку их влияния на исполнение (включая срок исполнения) обязательств по договору, за исключением случаев, когда такое уведомление невозможно в силу действия таких обстоятельств. По прекращении действия ОНС Затронутая сторона обязана в те же сроки уведомить об этом другую сторону с указанием предполагаемого срока исполнения обязательств по договору.</p>
<p>5.3. No availability of the notice or untimely notification about occurrence of FM will deprive the Affected party of the right for exemption from the liability to perform the obligations hereunder.</p>	<p>5.3. Отсутствие либо несвоевременное уведомление о наступлении ОНС лишает Затронутую сторону права на освобождение от ответственности за неисполнение обязательств по настоящему договору.</p>
<p>5.4. Upon request of the other Party, the Affected party shall file the official document as issued by the competent governmental authority or entity to confirm the fact that the events treated as FM have occurred.</p>	<p>5.4. По требованию другой стороны Затронутая сторона обязана предоставить официальный документ, выданный компетентным государственным органом или организацией, подтверждающий факт наступления событий, являющихся ОНС.</p>
<p>5.5. Occurrence of FM will prolong the term for execution of obligations under the Contract for the period in line with the</p>	<p>5.5. Возникновение ОНС продлевает срок исполнения обязательств по договору на период, соответствующий</p>

<p>duration of the above events' effect, in terms of a reasonable period to remove the consequences thereof, unless the Parties have agreed otherwise.</p> <p>5.6. In case FM and consequences thereof will last longer than 30 (thirty) calendar days, any Party will be entitled to claim for termination of the Contract unilaterally and out-of-court.</p>	<p>времени действия указанных обстоятельств, с учётом разумного срока для устранения их последствий, если стороны не договорились об ином.</p> <p>5.6. В случае если ОНС и их последствия будут продолжаться более 30 (тридцати) календарных дней, то каждая из сторон вправе в одностороннем внесудебном порядке потребовать расторжения договора.</p>
<p><b>6. Responsibilities of the parties</b></p> <p>6.1. Upon request, Contractor shall provide (i) a letter confirming that that the Contractor is the beneficial owner of the income that the Contractor receives under this Agreement, and (ii) a certificate confirming the Contractor's tax residency in the state of its registration issued by the tax authorities in a form, suitable to claim, where applicable, the benefits under any Treaty on Avoidance of Double Taxation between Russia and the country of the Contractor's registration. These documents shall be sent to address: Pilotov Street 18/4 Saint-Petersburg, 196210 Russian Federation, attn. Inara Popova, i.popova@rossiya-airlines.com +7 812 6 333 999 add.2528.</p> <p>6.2. Not later than the date of signing this Contract, the Contractor shall provide the Customer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents. In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Contractor, he is obliged to immediately notify the Customer about this with the attachment of supporting documents.</p>	<p><b>6. Ответственность сторон</b></p> <p>6.1. По запросу Исполнитель предоставляет (i) письмо, подтверждающее, что Исполнитель является бенефициарным владельцем дохода, получаемого Исполнителем по настоящему Соглашению, и (ii) сертификат, подтверждающий налоговое резидентство Исполнителя в государстве регистрации, выданный налоговыми органами в форме, удобной для требования, где это применимо, льгот по любому Соглашению об избежании двойного налогообложения между Россией и страной регистрации Исполнителя. Эти документы должны быть направлены на следующий адрес: Российская Федерация, г. Санкт-Петербург, ул. Пилотов, д. 18 к.4., вниманию Инары Поповой, i.popova@rossiya-airlines.com +7 812 6 333 999 add.2528.</p> <p>6.2. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе</p>

<p>6.3. The Customer has the right to inspect the Contractor facility. The Customer inspection activity must be carried out without interference with delivery commitment.</p> <p>6.4. If the Contractor does not meet terms and conditions of the Agreement and/or breaches essential terms of the Agreement more than one time the Customer is entitled to terminate the Agreement unilaterally and without any judicial procedures. The Contract is deemed to be terminated from the date of receipt by the Contractor of a written notice of termination.</p> <p>6.5. Any changes to the essential terms of the contract (on the subject, scope, lead time) during the period of its validity on the initiative of the Contractor are not allowed. In the event of a unilateral change by the contractor of the essential terms of the contract, the Customer has the right to charge for liquidated damages, and the contractor is obliged to pay such liquidated damages.</p> <p>6.6. Each Party represents and warrants to the other Party that:</p> <ul style="list-style-type: none"> <li>- the conclusion and / or execution of the contract by the Party does not contradict the laws, regulations of state authorities and / or local self-government, local regulations of the Party, court decisions;</li> <li>- The Party has received all permissions, approvals and confirmation necessary for the conclusion and / or execution of the contract (including aforementioned documents to comply with the current legislation of the country of registration of the Party or the constituent documents of the Party);</li> <li>- The party is not insolvent or bankrupt, is not in the process of liquidation, its</li> </ul>	<p>исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p> <p>6.3. Заказчик имеет право на проведение инспекционной проверки на базе Исполнителя. Инспекционные проверки выполняются Заказчиком своевременно во избежание задержек в поставке.</p> <p>6.4. В случае несоблюдения и/или неоднократного нарушения Исполнителем существенных условий договора, договор может быть расторгнут Заказчиком в одностороннем внесудебном порядке. В этом случае договор считается расторгнутым с момента получения Исполнителем соответствующего уведомления.</p> <p>6.5. Изменение существенных условий договора (о предмете, объёме, сроках) в период его действия по инициативе Исполнителя не допускается. В случае одностороннего изменения исполнителем существенных условий договора Заказчик вправе взыскать заранее оцененные убытки, а исполнитель обязан оплатить убытки в размере, предусмотренном договором.</p> <p>6.6. Каждая Сторона заверяет и гарантирует другой Стороне, что:</p> <ul style="list-style-type: none"> <li>- заключение и/или исполнение Стороной договора не противоречит законам, нормативным актам органов государственной власти и/или местного самоуправления, локальным нормативным актам Стороны, судебным решениям;</li> <li>- Стороной получены все разрешения, одобрения и согласования, необходимые ей для заключения и/или исполнения договора (в том числе в соответствии с действующим законодательством страны регистрации Стороны или учредительными документами Стороны);</li> </ul>
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<p>property in the part essential for the execution of the contract has not been seized, its activity has not been suspended;</p> <ul style="list-style-type: none"> <li>- The party has the appropriate permits (licenses, etc.) and approvals that give the right to supply or provide services under the contract;</li> <li>- before the signing the contract, its text has been examined by the Party, it understands the nature and meaning of all its provisions, including the conditions regarding the order of application and the amount of liability arising for non-fulfillment / improper fulfillment of its obligations, and, acting on its own will and in its own interests, fully recognizes and absolutely accepts all its conditions, including the amount of fines and penalties;</li> <li>- the contract is signed by a person authorized to do so in accordance with the law and the constituent documents of the Party.</li> </ul> <p>All of the above representations and warranties are essential for the conclusion of the contract, its execution or termination, and the Parties will rely on them.</p> <p>At the request of the Party, the other Party that gave false assurances about the circumstances is obliged to compensate non-defaulting Party for losses caused by the inaccuracy of such assurances.</p> <p>The Party that relied on false assurances of the other Party that have significant importance to non-defaulting Party, along with a claim for damages, also has the right to withdraw from the contract.</p> <p>6.7. If there is a material breach of the obligations stipulated in the Contract by Contractor and/or the conditions and warranties against the Contract are not met for any reason attributable to Contractor, then Contractor shall pay to</p>	<ul style="list-style-type: none"> <li>- Сторона не является неплатежеспособной или банкротом, не находится в процессе ликвидации, на ее имущество в части, существенной для исполнения договора, не наложен арест, деятельность не приостановлена</li> <li>- Сторона обладает соответствующими разрешительными документами (лицензиями, и проч.) и допусками, дающими право на оказание услуг в рамках договора;</li> <li>- до подписания договора его текст изучен Стороной, она понимает значение и смысл всех его положений, включая условия о порядке применения и о размере ответственности, наступающей за неисполнение/ненадлежащее исполнение своих обязательств, и, действуя своей волей и в своих интересах, полностью признает и безусловно принимает все его условия, в том числе о размере пеней и штрафов;</li> <li>- договор подписывается уполномоченным на это в соответствии с законом и учредительными документами Стороны лицом.</li> </ul> <p>Все вышеперечисленные заверения об обстоятельствах имеют существенное значение для заключения договора, его исполнения или прекращения, и Стороны будут полагаться на них.</p> <p>Сторона, которая дала недостоверные заверения об обстоятельствах обязана возместить другой стороне по ее требованию убытки, причиненные недостоверностью таких заверений.</p> <p>Сторона, полагавшаяся на недостоверные заверения другой стороны, имеющие для нее существенное значение, наряду с требованием о возмещении убытков также вправе отказаться от договора.</p> <p>6.7. В случае нарушения существенных обязательств по Соглашению Исполнителем и/или заверений и гарантий по Соглашению, данных Исполнителем, Исполнитель уплатит Заказчику заранее оцененные убытки в</p>
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<p>the Customer liquidated damages at 20 % from the value of such outstanding liability. The Customer has the right to set off the amount of liquidated damages from the amounts due to the Contractor when effecting payment. The Customer reserves the right pursue any other remedy with respect to the Contract.</p> <p>If the obligation to pay liquidated damages under this Clause is or becomes void or unenforceable (either in whole or in part) for any reason, then the Customer will, to the extent of the voidness or unenforceability, be entitled to claim unliquidated damages at law in relation to any relevant delay or other matter which would otherwise have been the subject of the liquidated damages and subject to the same liability limits as would have been applicable to such liquidated damages in accordance with this clause.</p> <p>The liquidated damages payable under Clause represent (1) a fair, reasonable and proportionate calculation of Customer's damages and legitimate business interests lost in connection with this Contract, are not exorbitant, extravagant, unconscionable; and (2) will be a debt due and payable from Contractor (as referred to in the applicable contract) to the Customer.</p>	<p>размере 20% от соответствующего заказа. Заказчик оставляет за собой право прибегнуть к любым другим средствам правовой защиты в отношении Договора в суде.</p> <p>Если обязательство возместить заранее оцененные убытки в соответствии с настоящим пунктом является или становится недействительным или не подлежащим принудительному исполнению (полностью или частично) по какому-либо основанию, то Заказчик вправе (в пределах, в которых обязательство является недействительным или не подлежащим принудительному исполнению) требовать заранее оцененные убытки по закону и в суде в отношении соответствующей задержки или другого обстоятельства, которое в ином случае было бы предметом заранее оцененных убытков, при условии, что ответственность Исполнителя по таким заранее оцененным убыткам в любом случае не будет превышать сумму заранее оцененных убытков в соответствии с настоящим пунктом.</p> <p>Заранее оцененные убытки, уплачиваемые по настоящему пункту, представляют собой (1) справедливый, обоснованный и пропорциональный расчет в отношении убытков и ущерба законным деловым интересам Заказчика в связи с настоящим Соглашением и не являются необоснованными, непомерными, чрезмерно большими, и (2) будут считаться долгом, причитающимся и подлежащим уплате в пользу Заказчика.</p>
<p><b>7. Validity</b></p> <p>7.1. The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p>	<p><b>7. Действие</b></p> <p>7.1. Настоящий договор является единственным действительным обязательством Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p>

<p>7.2. The Contract shall come into force when signed by authorized representatives of both Parties and remains valid until 30.04.2022. The Parties may terminate this Contract at any time by a 60 (sixty)-day's prior written notice.</p> <p>7.3. If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 (thirty) calendar days or any other time period upon written consent of the Parties.</p> <p>7.4. Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>	<p>7.2. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и остается в силе до 30.04.2022. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 (шестьдесят) календарных дней.</p> <p>7.3. Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 (тридцати) календарных дней или иного срока по письменному согласию Сторон.</p> <p>7.4. Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>
<p><b>8. Jurisdiction and Governing Laws</b></p> <p>8.1. In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to The London Court of International Arbitration (LCIA). Language of arbitration of such dispute shall be English.</p> <p>8.2. Provisions of the present Contract shall be interpreted according to England and Wales laws.</p>	<p><b>8. Подсудность и применимое право</b></p> <p>8.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к Лондонском международному арбитражному суду. Язык рассмотрения такого спора будет английский.</p> <p>8.2. Положения этого договора толковаться в соответствии с правом Англии и Уэльса.</p>
<p><b>9. Anti-Corruption Clause</b></p> <p>9.1. While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of</p>	<p><b>9. Антикоррупционная оговорка</b></p> <p>9.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно,</p>

<p>those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p>	<p>любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p>
<p>9.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in clause 9.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of clause 9.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.</p>	<p>9.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений п. 9.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений п. 9.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно</p>

<p>9.3. In case of violation by any Party of its obligations to refrain from any actions referred to in clause 9.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this clause shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.</p>	<p>быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.</p> <p>9.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в п. 9.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней с даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p>
<p><b>10. Indemnity</b></p> <p>The Contractor agrees to indemnify and hold harmless the Customer against any and all losses which the Customer may sustain, incur or pay arising out of or relating to any claim made by third parties (including passengers) in respect of aircraft, services, when such claim and/or losses are directly due to the negligence, breach of contract or willful misconduct of the Contractor, any subcontractor, vendor or consultant of the Contractor or any of the directors, officers, personnel, agents or representatives of the foregoing.</p>	<p><b>10. Гарантия возмещения убытков</b></p> <p>Исполнитель обязуется освободить Заказчика от ответственности и гарантирует возмещение каких-либо и всех убытков, которые Заказчик может понести или уплатить, вытекающих из или связанных с претензией, предъявленной третьими лицами (включая пассажиров) в отношении воздушных судов, Услуг, когда такие претензии и/или убытки непосредственно вызваны небрежностью, нарушением договора или умышленным неправомерным поведением Исполнителя, субподрядчика, продавца или консультанта Исполнителя, или кого-либо из директоров, должностных лиц, сотрудников, агентов или представителей вышеуказанных лиц</p>

<p><b>11. Subcontracting</b></p> <p>Subcontracting under the contract is only possible with the Customer's consent. If a subcontractor is involved, the Contractor is solely liable to the customer for the actions of the involved subcontractor as for its own. The assignment of liability directly to the subcontractor is unacceptable.</p>	<p><b>11. Субподряд</b></p> <p>Привлечение субподрядчиков (субисполнителей) по договору возможно только с согласия Заказчика. В случае привлечения субподрядчика Исполнитель отвечает перед Заказчиком за действия привлечённого субподрядчика как за свои собственные. Возложение ответственности напрямую на субподрядчика (субисполнителя) недопустимо.</p>
<p><b>12. Notices</b></p> <p>Any notices or other communication under or in connection with this Contract (the "Notice") shall be made in writing in English and shall at all times contain reference to this Contract; and unless otherwise specified herein, sent by email or fax to the Party due to receive the Notice to the email address or fax number set out in clause 14.</p> <p>Unless there is evidence that it was received earlier, a Notice is deemed to be received if (1) sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; or (2) sent by email, at the earlier of: (a) the time a return receipt is generated automatically by the recipient's email server; (b) the time the recipient acknowledges receipt; and (c) 24 hours after transmission (whichever comes earlier).</p>	<p><b>12. Уведомления</b></p> <p>Уведомление или прочее сообщение по настоящему Договору или в связи с ним («Уведомление») должно быть составлено в письменной форме на английском языке и всегда содержать ссылку на настоящий Договор, если в настоящем Договоре не указано иное, направлено по электронной почте или факсу Стороне, которой должно быть направлено Уведомление, на электронный адрес или номер факса, указанные в п. 14.</p> <p>В отсутствие доказательств более раннего получения, Уведомление считается полученным: (1) при передаче по факсу, в момент подтверждения передачи, полученного факсимильным аппаратом отправителя; или (2) при отправке по электронной почте: (a) во время, когда уведомление о доставке автоматически создается сервером электронной почты получателя; (b) во время, когда получатель подтверждает получение; и (c) через 24 часа после передачи (в зависимости от того, что наступит раньше).</p>
<p><b>13. Confidential information</b></p> <p>13.1. The Parties shall not disclose confidential information or use the same other than for the purposes of performance of the obligations under this Contract. Party that received confidential information</p>	<p><b>13. Конфиденциальность</b></p> <p>13.1. Стороны обязуются не разглашать конфиденциальную информацию и не использовать ее, кроме как в целях исполнения обязательств по настоящему Договору. Сторона,</p>

<p>will take any and all actions for its protection, with such actions being not less than those normally taken for protection of its own confidential information.</p> <p>13.2. The information shall be deemed confidential if it is obtained for the purposes of performance of this Contract and contains, without limitation, the following: commercial secrets, personal data, information protected by law, or information marked by the disclosing Party as “Confidential” or “Strictly Confidential” on the date of disclosure with full name and location data of the owner attached.</p> <p>13.3. Party that disclosed confidential information or failed to comply with other confidential requirements shall be responsible in accordance with the laws of the Russian Federation.</p> <p>13.4. Confidential information may be disclosed to competent governmental authorities or securities regulators as permitted by applicable law. Such disclosure will not entail any liabilities.</p> <p>13.5. The Parties’ obligations defined in this section shall be valid during the term of this Contract and 3 (three) years thereafter.</p>	<p>которой предоставлена конфиденциальная информация, обязуется принять меры к ее защите не меньшие, чем принимаемые ею для защиты собственной конфиденциальной информации.</p> <p>13.2. Конфиденциальной считается информация, полученная в рамках выполнения настоящего Договора и содержащая в том числе, но не ограничиваясь этим: коммерческую тайну, персональные данные либо иную охраняемую законом информацию или информацию, которая в момент передачи обозначена передающей ее стороной грифом «Конфиденциально» либо «Строго конфиденциально» с указанием полного наименования и адреса места нахождения ее обладателя.</p> <p>13.3. Сторона, допустившая разглашение конфиденциальной информации либо не выполнившая иные требования по обеспечению ее конфиденциальности, несет ответственность в соответствии с действующим законодательством Российской Федерации.</p> <p>13.4. Конфиденциальная информация может предоставляться компетентным государственным органам и регуляторам рынка ценных бумаг в случаях и в порядке, предусмотренных действующим законодательством, что не влечет за собой наступление ответственности за ее разглашение.</p> <p>13.5. Обязательства Сторон, изложенные в настоящем разделе, действуют в течение срока действия настоящего Договора и 3 (трех) лет после его прекращения.</p>
<p><b>14. Legal addresses and bank details of the parties:</b>  <b>Customer’s</b>  «Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210</p>	<p><b>14. Юридические реквизиты и адреса сторон:</b>  <b>Заказчика:</b>  АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов</p>

<p>Russia Email:</p> <p><b>Bank details:</b> Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Acc. transit № 40702978455001000080 current № 40702978155000000080 Correspondent Bank: Deutsche Bank AG, Frankfurt am Main SWIFT: DEUTDEFF</p> <p><b><u>Contractor's:</u></b> Address: Tel.: E-mail: <b>Bank details:</b></p>	<p>18/4 Email:</p> <p><b>Банковские реквизиты:</b> Наименование банка: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Счет транзит.: 40702978455001000080 Счет текущий: 40702978155000000080 Корреспондентский банк: Deutsche Bank AG, Frankfurt am Main SWIFT: DEUTDEFF</p> <p><b><u>Исполнителя:</u></b> Адрес: Тел.: E-mail: <b>Банковские реквизиты:</b></p>
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**Подписи сторон:  
Signatures of the Parties:**

**От имени АО «Авиакомпания «Россия»:  
For and on behalf of JSC Rossiya airlines**

Имя: \_\_\_\_\_  
Name: \_\_\_\_\_  
Должность: \_\_\_\_\_  
Title: \_\_\_\_\_  
Подпись: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Дата: \_\_\_\_\_  
Date: \_\_\_\_\_

**От имени \_\_\_\_:  
For and on behalf of \_\_\_\_:**

Имя: \_\_\_\_\_  
Name: \_\_\_\_\_  
Должность: \_\_\_\_\_  
Title: \_\_\_\_\_  
Подпись: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Дата: \_\_\_\_\_  
Date: \_\_\_\_\_

Информация о контрагенте

№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения/ адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об Исполнительном органе	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1												1							
												1.1.							
												1.2.							
												2							

Должность, ФИО руководителя контрагента \_\_\_\_\_  
Печать \_\_\_\_\_ /подпись \_\_\_\_\_ /дата/

Примечание. В таблице указывается подробная информация о цепочке собственников контрагента (учредители/ акционеры; в отношении учредителей/ акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организации 1.1 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1)

Подписи сторон:  
Signatures of the Parties:

От имени АО «Авиакомпания «Россия»:  
For and on behalf of JSC Rossiya airlines

Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature:  
Дата: \_\_\_\_\_  
Date:

От имени \_\_\_\_:  
For and on behalf of \_\_\_\_:

Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature:  
Дата: \_\_\_\_\_  
Date:

**INFORMATION ABOUT CONTRACTUAL COUNTERPARTY**

Item No.	Counterparty designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					Item No.	Information about counterparty owners chain including beneficiaries (including ultimate ones)						
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counterparty designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Authority and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, min)	Validity period	Other material terms and conditions		Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Registration address	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the Contractor	Information about support documents (title, details, etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Note: 1.1, 1.2 – owners of the contractual counterparty (first level owners); 1.1.2, 1.2.1, etc. – owners of entities 1.1, 1.2 (second level owners) and further according to the similar chart up to the ultimate beneficiary

\_\_\_\_\_ (full name) ..... /date/  
Stamp

**От имени АО «Авиакомпания «Россия»:**  
**For and on behalf of JSC Rossiya airlines**

Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature:  
Дата: \_\_\_\_\_  
Date:

**Подписи сторон:**  
**Signatures of the Parties:**

От имени \_\_\_\_:  
For and on behalf of \_\_\_\_:  
Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature:  
Дата: \_\_\_\_\_  
Date:

## Приложение 2 / Appendix 2

Настоящее **Приложение 2** вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора № \_\_\_\_\_ от \_\_\_\_\_.

This **Appendix 2** becomes valid, being signed by both Parties and constitutes an integral part of the Contract № \_\_\_\_\_ from \_\_\_\_\_.

1. Разработка и сертификация модификационного пакета документов для организации перевозки грузов на пассажирских сидениях воздушных судов типа Boeing 747-400/  
Development and certification of a Modification package for carriage of Cargo on Passenger Seats solution for Boeing 747-400 aircraft.

### **2. Количество/объем требуемых услуг/ Quantity/volume of required services**

Количество – 1 комплект/

Quantity – 1 set.

### **3. Место оказания услуг/ Place of provision of services.**

E-mail: [Interior.Boeing@rossiya-airlines.com](mailto:Interior.Boeing@rossiya-airlines.com)

### **4. Сроки поставки услуг / Timing delivery of services**

4.1. Срок предоставления заявки STC в EASA – не более 21 календарного дня от даты заключения договора и выпуска заказа /

Required term of delivery of a Modification package for EASA STC application: no more than 21 calendar days from Contract signing and Customers' PO issuance to the Contractor.

4.2. Срок предоставления модификационного пакета документов, одобренного EASA – не более 4 месяцев от даты заключения договора и выпуска заказа/

Required EASA STC availability term: no more than 4 months from Contract signing and Customers' PO issuance to the Contractor.

4.3. Срок предоставления одобрения ФАВТ – не более 6 месяцев с момента получения сертификата STC EASA.

Required FATA approval availability term: no more than 6 months upon EASA STC availability.

4.4. Указанные сроки могут быть изменены по письменному соглашению Сторон/

The above delivery terms may be changed subject to mutual agreement of the Parties e-mail.

### **5. Требования к безопасности, качеству, техническим характеристикам, функциональным характеристикам/ Safety and quality requirements, technical characteristics, performance specifications**

6.1 Модификационный пакет документов должен обеспечивать возможность перевозки грузов общего назначения на пассажирских сидениях ВС типа B747-400/

Modification package shall allow for general cargo transportation placed on seats on Boeing 747-400 aircraft;

6.2 Пакет должен быть применим к 9 ВС типа B747-400 (EI-XLC, EI-XLD, EI-XLE, EI-XLF, EI-XLG, EI-XLH, EI-XLI, EI-XLJ, EI-XLM), эксплуатируемых в АО «Авиакомпания «Россия»/

Modification package shall be applicable to 9 A/C B747-400 (Reg# EI-XLC, EI-XLD, EI-XLE, EI-XLF, EI-XLG, EI-XLH, EI-XLI, EI-XLJ, EI-XLM) operated by Rossiya Airlines;

6.3 Модификационный пакет документов должен иметь одобрения европейских авиационных властей EASA/

Modification package shall be approved by EASA;

6.4 Модификационный пакет документов должен предусматривать применение грузовых сеток стандарта NAS3610 для фиксации груза, перевозимого на сидениях/

Modification package shall provide instructions for cargo fixing on seats with use of NAS3610 type Cargo Nets;

6.5 Модификационный пакет может не предусматривать защиту сидений/

Modification package shall may not consider seats protection means;

6.6 Модификационный пакет документов должен включать инструкции как по подготовке пассажирского ВС к перевозке грузов на сиденьях, так и по возврату ВС к изначальной конфигурации/

Modification package shall include instructions for returning aircraft to pre-mod configuration;

6.7. Модификационный пакет должен содержать как минимум следующие документы/

Modification package shall include:

- STC, одобренный EASA / EASA STC

- Установочные инструкции / Installation instructions (Engineering Bulletin)

- Чертежи необходимой маркировки, если предусмотрено модификацией / Placards drawings if required by modification

- Временная ревизия схемы аварийно-спасательного оборудования / Temporary revision of EEL

- Приложение к Руководству по летной эксплуатации (AFM Supplement) / AFM supplement.

6.8 Исполнитель должен содействовать в получении временного разрешения от Ирландских авиационных властей на основании заявки STC для использования Заказчиком до финального одобрения STC в EASA/

The Contractor shall assist in obtaining temporary airworthiness approval and operational permit from Irish aviation authority (IAA) on the basis of the STC application, to be used by the Customer for the period before the final EASA STC approval is issued.

**Подписи сторон:  
Signatures of the Parties:**

**От имени АО «Авиакомпания «Россия»:  
For and on behalf of "Rossiya airlines" JSC**

Имя:

Name:

Должность:

Title:

Подпись: \_\_\_\_\_

Signature:

Дата: \_\_\_\_\_

Date:

**От имени \_\_\_\_:**

**For and on behalf of \_\_\_\_:**

Имя:

Name:

Должность:

Title:

Подпись: \_\_\_\_\_

Signature:

Дата: \_\_\_\_\_

Date: