

Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date

22	04	2020
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Procurement Documentation

Public request for price selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	22	04	2020	
Date and time for the request receiving completion	12	05	2020	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 15.05. 2020			
	Date for summarizing of results 15.05. 2020			
Commencement date for providing clarifications on procurement documentation		22	04	2020
Completion date for providing clarifications on procurement documents		06	05	2020
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	Materials/components purchase for A/C Boeing 747-400 (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028)			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Materials/components purchase for A/C Boeing 747-400 (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
117 000,00	USD	255	ea	30.30	30.30.50.110

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	Sheremetyevo airport, terminal E, Khimki. Moscow region, Russia, 141425
Term and Payment Procedure for Goods (Work. Service)	<p>- Upfront payment in an amount not to exceed 20% of the cost is made within 30 consecutive days from the date of contract and issuing the invoice by the contractor. Final payment within 60 consecutive days from the date of material shipment.</p> <p>- The invoice for payment should be sent by Contractor to amd9@rossiya-airlines.com</p>
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	Not provided: the bidder is obliged to accept all the terms of the draft contract

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Contract Price
Points Calculation Procedure for Criterion 1	The Request for participation in the price selection that meets all the requirements set out in the notice and documentation of the purchase, and containing the lowest price offer, is assigned the first number

For a comparative assessment of bidders of price selection to select a supplier with the basis of delivery FCA will use the following methodology:

$$N = P + T1 + T2 + T3 + T4 + D$$

where:

N - the price of the contract

P - the value proposition of the provider

T1 - charges for customs clearance

T2 - customs duties

T3 - cost of services of the customs representative

T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods)

D - the cost of transportation

Common basis for comparison of proposal shall be quoted prices of all bidders excluding VAT.

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 is entitled 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 may 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 rebidded.

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

Request for Participation¹ In the Procurement Procedure:						
<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:						
	Current part number	Reference	Description	New part number	Qty	Price for unit
1	232U4503-1	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	1	
2	232U4503-2	IPC 25-19-00-02 ITEM 30	UPR PAD ASSY	TBD	1	
3	232U4503-210	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	3	
4	232U4503-212	IPC 25-19-00-02 ITEM 30	UPR PAD ASSY	TBD	8	
5	232U4503-239	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	5	
6	414U6007-1SP	IPC 25-76-52-01A ITEM 100	LWR MATTRESS ASSY	TBD	8	
7	65B67954-63SP	IPC 25-76-52-01A ITEM 20	UPR MATTRESS ASSY	TBD	8	
8	88FS08625-1	CMM 25-29-57 FIG.2 ITEM 10	MATTRESS ASSY	TBD	2	
9	88FS08625-3	CMM 25-29-57 FIG.2 ITEM -10A	MATTRESS ASSY	TBD	4	
10	88FS08625-5	CMM 25-29-57 FIG.2 ITEM -10B	MATTRESS ASSY	TBD	2	
11	88FS09235-1	CMM 25-50-06 FIG.2 ITEM 25	MATTRESS ASSY	TBD	16	
12	88FS09235-3	CMM 25-50-06 FIG.2 ITEM -25A	MATTRESS ASSY	TBD	32	
13	88FS09235-5	CMM 25-50-06 FIG.2 ITEM -25B	MATTRESS ASSY	TBD	16	

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

14	88FS09240-1	CMM 25-50-06 FIG.4 ITEM 5	PAD ASSY - TOP PANEL	TBD	8		
15	88FS09240-3	CMM 25-50-06 FIG.4 ITEM -5A	PAD ASSY - TOP PANEL	TBD	16		
16	88FS09240-5	CMM 25-50-06 FIG.4 ITEM -5B	PAD ASSY - TOP PANEL	TBD	8		
17	88FS09240-7	CMM 25-50-06 FIG.4 ITEM -20A	PAD ASSY - UPPER SIDE PANEL	TBD	24		
18	88FS09240-9	CMM 25-50-06 FIG.4 ITEM -45A	PAD ASSY - LOWER SIDE PANEL	TBD	16		
19	88FS09240-11	CMM 25-50-06 FIG.4 ITEM -45B	PAD ASSY - LOWER SIDE PANEL	TBD	8		
20	88FS09240-13	CMM 25-50-06 FIG.4 ITEM 20	PAD ASSY - UPPER SIDE PANEL	TBD	8		
21	88FS09240-15	CMM 25-50-06 FIG.4 ITEM 45	PAD ASSY - LOWER SIDE PANEL	TBD	8		
22			MODIFICATION PLACARD	TBD	53		

Contract Price _____ excluding VAT

Place of delivery _____

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.

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.

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.

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.	
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.	
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.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
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" ⁵ .	
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:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
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.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	
(DD) (MM) (YYYY)	

⁵ 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

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
(state the name of procedure)	
Procedure No. _____ (state the procedure number)	Lot No. _____ (state the lot number)

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

<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>	
1. Legal details Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
2. Banking details INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account No. _____ Bank Name _____ Correspondent account _____ BIC _____	
3. Registration data Date, place and registration authority _____ Founders _____ Primary Business _____ Included in the small and medium businesses ³ _____ OKPO _____ OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
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	

³ 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

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 _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(DD)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(MM)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(YYYY)</i> </div>	

Terms of Reference

No	Subject-matter of the procurement	Materials/components purchase for A/C Boeing 747-400 EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028)								
1	Nomenclature, description of products (work, service)*	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)						
2	Materials/components purchase for A/C Boeing 747-400 EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028)	ea	255	no						
3	Delivery place of goods, performance of works and provision of services (address)	Sheremetyevo airport, terminal E, Khimki. Moscow region, Russia, 141425								
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	Estimated delivery time for Goods: no more than 90 calendar days from signing contract.								
5	Requirements for acceptance of goods, work, service	The Contractor shall send information on the day of shipment by e-mail no later than 1 week before goods are ready for shipment: logistics-VKO@rossiya-airlines.com , ld-vko@rossiya-airlines.com Delivery shall be accompanied by the following documents: - Certificate EASA Form 1 or FAA 8130-3 (factory new) - Component Maintenance Manual supplement (CMM supplement) - Modification package for replacement parts - Flammability Test Plan & Report if necessary - Packing list specifying the delivery contests - Sales Invoice and Custom Invoice for custom clearance shall contain (where applicable): description of the goods, unit cost and total cost, reference to the Contract, terms of delivery and payment, route and data of the carrier.								
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	6.1 Goods must be new condition 6.2 Goods must be supplied with EASA Form 1 or FAA 8130-3 (factory new) 6.3 Material for the seat cover production should as following: <table><tr><td>1</td><td>Material</td><td>Jacquard Fabric</td></tr><tr><td>2</td><td>Average weight, g/m²</td><td>390 g/sqm +/- 5%</td></tr></table>			1	Material	Jacquard Fabric	2	Average weight, g/m²	390 g/sqm +/- 5%
1	Material	Jacquard Fabric								
2	Average weight, g/m²	390 g/sqm +/- 5%								

* More detailed information is provided in the table - Range of goods, product description, after item number 9 of the Terms of Reference.

	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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<table border="1"> <tr> <td>3</td><td>Composition</td><td>100% Trevira CS</td></tr> </table> <p>Fabric color for covers – dark blue. Fabric color and texture for production of crew bunk covers in the crew rest areas must be agreed with Customer by providing examples after signing Contract</p> <p>6.4 Supplier must to provide technical data sheet (TDS) from the fabric manufacturer for seat covers production.</p> <p>6.5 Production and installation certification should be included into the price of parts</p> <p>6.6 Parts should be applicable for the following aircraft: EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028)</p> <p>6.7 Procurement bidder can download necessary documentation (LOPA, CMM) from the file-server if needed: https://files.rossiya-airlines.com/index.php/s/4qo5kola9rm88bu Password: Rossiya2020</p> <p>6.8 State standards of the Russian Federation are not applicable, as documentation and supplied equipment must meet the requirements of the FAA/EASA.</p>	3	Composition	100% Trevira CS
3	Composition	100% Trevira CS			
7	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.	Initial price is based on the value of parts including purchasing all necessary parts if needed for testing by supplier. Price must include value of production and installation certification in accordance with EASA Part 21.J requirements. The price excludes the following: delivery, insurance, assembling, staff training.			
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	Warranty for the parts must be at least 1 year from date of acceptancy by Customer.			
9	Other necessary information or additional requirements	Each bidder must provide the price in US dollars. Terms of delivery: FCA location of Supplier (Incoterms 2010)			

Range of goods, product description

	Current part number	Reference	Description	New part number	Qty	Price for unit
1	232U4503-1	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	1	
2	232U4503-2	IPC 25-19-00-02 ITEM 30	UPR PAD ASSY	TBD	1	
3	232U4503-210	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	3	
4	232U4503-212	IPC 25-19-00-02 ITEM 30	UPR PAD ASSY	TBD	8	
5	232U4503-239	IPC 25-19-00-02 ITEM 35	LWR PAD ASSY	TBD	5	
6	414U6007-1SP	IPC 25-76-52-01A	LWR MATTRESS ASSY	TBD	8	

		ITEM 100					
7	65B67954-63SP	IPC 25-76-52-01A ITEM 20	UPR MATTRESS ASSY	TBD	8		
8	88FS08625-1	CMM 25-29-57 FIG.2 ITEM 10	MATTRESS ASSY	TBD	2		
9	88FS08625-3	CMM 25-29-57 FIG.2 ITEM -10A	MATTRESS ASSY	TBD	4		
10	88FS08625-5	CMM 25-29-57 FIG.2 ITEM -10B	MATTRESS ASSY	TBD	2		
11	88FS09235-1	CMM 25-50-06 FIG.2 ITEM 25	MATTRESS ASSY	TBD	16		
12	88FS09235-3	CMM 25-50-06 FIG.2 ITEM -25A	MATTRESS ASSY	TBD	32		
13	88FS09235-5	CMM 25-50-06 FIG.2 ITEM -25B	MATTRESS ASSY	TBD	16		
14	88FS09240-1	CMM 25-50-06 FIG.4 ITEM 5	PAD ASSY - TOP PANEL	TBD	8		
15	88FS09240-3	CMM 25-50-06 FIG.4 ITEM -5A	PAD ASSY - TOP PANEL	TBD	16		
16	88FS09240-5	CMM 25-50-06 FIG.4 ITEM -5B	PAD ASSY - TOP PANEL	TBD	8		
17	88FS09240-7	CMM 25-50-06 FIG.4 ITEM -20A	PAD ASSY - UPPER SIDE PANEL	TBD	24		
18	88FS09240-9	CMM 25-50-06 FIG.4 ITEM -45A	PAD ASSY - LOWER SIDE PANEL	TBD	16		
19	88FS09240-11	CMM 25-50-06 FIG.4 ITEM -45B	PAD ASSY - LOWER SIDE PANEL	TBD	8		
20	88FS09240-13	CMM 25-50-06 FIG.4 ITEM 20	PAD ASSY - UPPER SIDE PANEL	TBD	8		
21	88FS09240-15	CMM 25-50-06 FIG.4 ITEM 45	PAD ASSY - LOWER SIDE PANEL	TBD	8		
22			MODIFICATION PLACARD	TBD	53		

Appendix 4
To Procurement Documentation

Contract № _____	Договор № _____
<p>Saint-Petersburg "_____" _____ 2020</p> <p>TBD with headquarters at TBD hereinafter referred to as Contractor; represented by TBD, acting on the basis of TBD and</p> <p>Rossiya airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Buyer represented by TBD acting on the basis of TBD,</p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>	<p>г.Санкт-Петербург "_____" _____ 2020</p> <p>Между TBD с основным местоположением TBD здесь и далее называемое Поставщик, в лице TBD, действующего на основании TBD, и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик; в лице TBD, действующего на основании TBD,</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p>1. Subject of the Contract</p> <p>1.1. is purchase of materials/components for A/C B747-400 EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028) in accordance with Appendix № 2 being an integral part of the Contract.</p> <p>1.2. Buyer can purchase Goods from the Contractor by issuing a Purchase Order (PO, SO, WO, EO, LO, RO) with the help of the MRO software solution - AMOS, such Order shall be signed by authorized operative employee of the Buyer and considered like integral part of this Contract.</p>	<p>1. Предмет договора</p> <p>1.1. Составляет приобретение материалов/компонентов для ВС семейства Boeing 747-400 EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028) в соответствии с Приложением № 2, являющимся неотъемлемой частью настоящему Договору.</p> <p>1.2. Заказчик может приобретать Товары у Поставщика, выпуская Заказ (PO, SO, WO, EO, LO, RO) с помощью программного обеспечения ТООР - AMOS, такой Заказ подписывается уполномоченным оперативным сотрудником Заказчика и считается неотъемлемой частью настоящего Договора.</p>
<p>2. Delivery, Packing and Lead Time.</p> <p>2.1. Terms, conditions and directions of delivery for each specific Goods are indicated in the Appendix № 2 attached to</p>	<p>2. Доставка, упаковка и срок исполнения.</p> <p>2.1. Условия, сроки и направления поставки каждого конкретного Товара указаны в Приложении № 2; которые</p>

<p>this Contract; and may be changed with written consent of the Parties. For the purpose of article 2 the Goods that are purchased in accordance with this Contract are referred to as "Cargo"</p> <p>2.2. The Contractor shall deliver Goods in terms indicated in the Appendix № 2 attached to this Contract. Any delays in such periods, provided no force majeure as per paragraph 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>The Cargo shall be delivered by the Contractor to the Buyer at the time(s) stipulated in the Appendix № 2 and in case of import into the territory of the Russian Federation, in accordance with FCA Incoterms® 2010; or as specified in the relevant order</p> <p>Partial delivery of the Items to the Buyer shall be allowed with prior written consent of the Buyer</p> <p>Prior to shipment of the Cargo, the Contractor shall send to the Buyer a copy of the Shipping Invoice (as defined below) by email to the Buyer's address _____. If the data specified in the Shipping Invoice is acceptable to the Buyer, the Buyer shall send to the Contractor by email an authorization for the shipment</p> <p>2.3. The Contractor shall FOC for the Buyer pack or arrange for packing the Goods to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer. The packaging shall be fit for crane transshipments, loading and unloading as well as for manual loading and unloading, loading and unloading with the use of jack-lifts and forklift trucks, so</p>	<p>могут быть изменены по письменному согласию Сторон. В рамках настоящего раздела Товары, которые приобретаются в соответствии с настоящим Договором, понимаются как «Груз».</p> <p>2.2. Поставщик будет предоставлять Товары 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 п. 3.7.</p> <p>Поставка Груза производится Поставщиком в течение периода, определенного в Приложении № 2, и в случае импорта на территорию Российской Федерации, на условиях FCA в соответствии с Инкотермс 2010; или как указано в соответствующем Заказе на поставку.</p> <p>По предварительному письменному согласованию с Заказчиком возможна поставка Изделий отдельными партиями</p> <p>Перед отправкой Груза Поставщик должен отправить Заказчику копию Грузового инвойса (как определено ниже) по электронной почте на адрес Заказчика _____. Если данные, указанные в Грузовом инвойсе, являются приемлемыми для Заказчика, Заказчик по электронной почте направляет Поставщику разрешение на отправку</p> <p>2.3. Поставщик безвозмездно для Заказчика упакует Товары таким образом, чтобы избежать любого повреждения во время всей перевозки до Заказчика. Упаковка должна быть пригодной для перегрузки подъемными кранами, погрузки и разгрузки, а также для ручной погрузки и разгрузки,</p>
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<p>far as the weight and measurements of specific packages allow. The Contractor shall indemnify and hold harmless the Buyer on an after-tax basis against and in respect of any and all expenses, costs, damages, losses, claims, fines, penalties, interest and liabilities arising out of or in connection with improper or insufficient marking or packaging of the Cargo</p> <p>2.4. If not otherwise agreed by the Parties in writing, title (together with all related risks) on Goods, which is a subject hereof, passes from the Contractor to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p>2.5. Goods shall be delivered, unless otherwise duly agreed by the Parties, with the following documentation:</p> <ul style="list-style-type: none"> - Certificate EASA Form 1 or FAA 8130-3 (factory new). - Component Maintenance Manual supplement (CMM supplement). - Modification package for replacement parts. - Flammability Test Plan & Report if necessary. - Packing list specifying the delivery contents. - Sales Invoice and Custom Invoice for custom clearance shall contain (where applicable): description of the goods, unit cost and total cost, reference to the Contract, terms of delivery and payment, route and data of the carrier. 	<p>погрузки и разгрузки с использованием грузоподъемных тележек и вилочных погрузчиков, насколько позволяют вес и размеры конкретных мест. Поставщик освобождает Заказчика от ответственности и гарантирует возмещение (с учетом уплаты налогов) каких-либо и всех расходов, издержек, убытков, ущерба, требований, штрафов, пени, процентов и обязательств, возникающих из-за или в связи с ненадлежащей или недостаточной маркировкой упаковки Груза</p> <p>2.4. Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Товары, составляющее предмет настоящего договора, переходит от Поставщика к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p>2.5. Товары будут поставляться, если иное должным образом не согласовано Сторонами, со следующей документацией:</p> <ul style="list-style-type: none"> - Сертификат EASA Form 1 или FAA 8130-3 (FN). - Дополнение к Руководству по обслуживанию (CMM supplement). - Комплект документации по замене компонентов. - План и отчет тестирования на воспламеняемость, при необходимости - Упаковочный лист (Packing list) с информацией о содержимом отправки. - Коммерческий и Транспортировочный счета для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за единицу продукции и общую стоимость, ссылку на договор, условия поставки и оплаты, маршрут следования и данные перевозчика.
<p>3. Terms, conditions and Procedure of Payment.</p> <p>3.1. Form of payment is bank transfer. The currency hereof is TBD. Currency of payment (settlement) is TBD.</p>	<p>3. Форма, сроки и порядок оплаты</p> <p>3.1. Формой оплаты является безналичный расчет, банковский перевод.</p>

<p>3.2. Terms and order of payment: Upfront payment in an amount not to exceed 20% of the cost is made within 30 consecutive days from the date of contract and from the date of invoice receipt by Customer issued by the Supplier. Final payment within 60 consecutive days from the date of material shipment in accordance with the invoice issued by the Supplier on the date or after shipment. The moment of shipment is determined by the procedure established by paragraph 6 of Appendix № 2.</p> <p>The invoice for payment should be sent by Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 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. 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 or Orders attached to this Contract.</p> <p>3.4. 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 Buyer's country shall be borne by the Buyer, except otherwise has been agreed for delivery conditions in the Appendix № 2.</p> <p>3.5. The Contractor, when supplying Cargo, must (at its own cost) procure, effect and maintain the insurances required by the applicable Delivery Terms.</p>	<p>Валюта настоящего договора - TBD Валюта платежа (расчетов) – TBD</p> <p>3.2. Сроки и порядок оплаты: Авансовый платёж не более 20% стоимости производится в течение 30 календарных дней с момента заключения договора и получения счета Заказчиком, выставленного Исполнителем. Окончательный платеж в течение 60 календарных дней с момента отгрузки материалов в соответствии со счетом, выставленным Исполнителем на дату или после отгрузки. Момент отгрузки определяется порядком, установленным п. 6 Приложения № 2.</p> <p>Счета на оплату должны быть направлены Исполнителем на адрес: amd9@rossiya-airlines.com. Без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Поставщик своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3. 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 или Заказах к настоящему Договору.</p> <p>3.4. Все налоги, таможенные пошлины и сборы на территории страны Поставщика 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>3.5. При поставке Груза Поставщик должен (за свой счет) приобрести, заключить и поддерживать договоры</p>
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<p>If the Contractor subcontracts any part of its obligations under the Contract relating to the supply and delivery of Items (or Cargo), the Contractor must ensure that every subcontractor procures and maintains (or is otherwise covered by) the insurance required by this Clause, which are applicable to that subcontracted part Every shipment case (package box) shall have the marking which contains the name of the Contractor and the address of the consignee</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 Goods the Contractor shall pay the Buyer penalty at the rate of 0.1% of cost of delayed Goods for each day of such delay till the date of actual Goods delivery. In case of exceeding the delivery time by the Contractor indicated in the Appendix № 2 to the Contract for more then 20 (twenty) working days, the Buyer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Buyer, the Contractor should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> - return to the Buyer the funds paid in accordance with clause 3.3. of the Contract; - 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 	<p>страхования, требуемого применимыми Условиями поставки. Если Поставщик передоверяет часть своих обязательств по Договору, связанных с поставкой и доставкой Изделий (или Груза), Поставщик должен обеспечить, чтобы каждый субподрядчик приобрел и поддерживал (или иным образом обеспечивал) страхование, требуемое настоящим пунктом, которые применимы к этой передоверенной части/</p> <p>Каждый транспортный ящик (место груза) должен иметь маркировку, в которой должны быть приведены название Поставщика и адрес грузополучателя</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 Товаров Поставщик должен выплатить штраф в размере 0.1% от стоимости задержанных Товаров за каждый день такой просрочки до дня фактической поставки Товаров. 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 Поставщик должен в течение 10 (десяти) банковских дней с даты получения уведомления Заказчика о таком невыполнении:</p> <ul style="list-style-type: none"> - возратить Заказчику перечисленные им в соответствии с п.3.3. настоящего
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<p>of the Contractor, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery (if applicable).</p> <p>3.8. Buyer may, subject to consent of the Contractor, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and 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 is_____.</p>	<p>Договора денежные средства; - 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 Поставщика и заканчивая датой их зачисления на 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 товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, 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 составляет _____.</p>
<p>4. Warranty</p> <p>4.1.The Contractor guarantees that the Goods delivered or services rendered to the Buyer shall not have any defects in material, workmanship or suitability for use as intended at the moment of their acceptance by the Buyer.</p> <p>The acceptance of the Goods in respect of the quality shall be conducted by the Buyer or by any person authorized to act on behalf of the Buyer during installation of</p>	<p>4. Гарантия</p> <p>4.1. Поставщик гарантирует, что Товары, или услуги, доставленные/оказанные Заказчику, не будут иметь недостатков в материале, исполнении или возможности использоваться по назначению. Поставщик будет безвозмездно передавать Заказчику любую гарантию, получаемую от третьих сторон в отношении Товаров. Приемка Товаров по качеству</p>

<p>the Goods on the aircraft.</p> <p>The acceptance of the Goods in respect of the number of packages, and weight (volume) of the shipped packages shall be conducted by the Buyer, Freight Agent or by any person authorized to act on behalf of the Buyer upon receipt of the Goods in the place of destination by way of comparison with the information stated in the AWB, the Shipping Invoice and the certificate of conformity</p> <p>If, in carrying out any activities required for acceptance of any Goods, the Buyer reasonably determines that the relevant Goods do not meet the requirements of this Contract, then the Buyer may issue to a Notice to the Contractor stating</p> <ol style="list-style-type: none"> (1) the reasons why the Buyer considers the Goods do not comply with the requirements of this Contract; and (2) what action is required to be taken by the Contractor to render the Goods acceptable ("Notice of Non-Acceptance"). <p>Upon receipt of a Notice of Non-Acceptance, the Contractor must within TBD Working Days in case of an ordinary order and within 1 (one) calendar day in case of AOG either correct the Goods in such a way as to make them acceptable or replace the Goods. This Clause will apply to any replacement items delivered by the Contractor.</p> <p>If the Contractor fails to provide any of the documents specified in Clause 2.5, or the information specified in the Shipping Invoice, the AWB or in the certificate of conformity is inaccurate, and the Buyer is not able to the carry out customs clearance in respect of the Goods and/or install the Goods on the aircraft the Buyer</p>	<p>осуществляется Заказчиком или другим лицом, уполномоченным действовать от имени Заказчика при установке Товаров на воздушное судно.</p> <p>Приемка Товаров по количеству мест и весу (объему) отгруженных мест производится Заказчиком, Грузовым агентом или лицом, уполномоченным действовать от имени Заказчика после получения Товаров в месте назначения путем сопоставления с информацией, указанной в Авиагрузовой накладной, Грузовом инвойсе и техническом сертификате.</p> <p>Если при осуществлении действий, необходимых для приемки Товаров, Заказчик разумно определяет, что соответствующие Товары не отвечают требованиям настоящего Договора, тогда Заказчик может направить Уведомление Поставщику, в котором указываются</p> <ol style="list-style-type: none"> (1) причины, по которым Заказчик считает, что Изделие не соответствует требованиям настоящего Договора; а также (2) действия, которые необходимо предпринять Поставщику для обеспечения приемлемости Изделий («Уведомление о непринятии»). <p>После получения Уведомления о непринятии, Поставщик обязуется в течение TBD Рабочих дней в случае обычного заказа и в течение 1 (одного) календарного дня в случае «AOG» либо исправить Товары таким образом, чтобы сделать их приемлемыми, либо заменить Товары. Настоящий пункт применяется к любой замене изделий, поставленных Поставщиком.</p> <p>Если Поставщик не предоставляет какой-либо из документов, указанных в пункте 2.5, или информация, указанная в Грузовом инвойсе, Авиагрузовой накладной или техническом сертификате, окажется неточной, и Заказчик не может получить разрешение таможни на ввоз Товаров и/или установить Товары на воздушное судно, Заказчик незамедлительно письменно уведомит об этом</p>
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<p>shall promptly notify the Contractor in writing (by email). Upon receipt of the Buyer's notice by email, the Contractor:</p> <ul style="list-style-type: none"> - shall provide the missing documents and/or necessary information by the deadline specified by the Buyer in the notice, or - if the deadline specified by the Buyer cannot be met, the Contractor shall indemnify and hold harmless the Buyer on an after-tax basis against and in respect of any and all expenses, costs, damages, losses, claims, fines, penalties, interest and liabilities arising out of or in connection with the return of the Goods or their recycling. <p>If the Goods are returned to the Contractor, the Contractor shall either deliver a new item to the Buyer or return to the Buyer the prepayments received by the Contractor from the Buyer under such order (if applicable) within 10 (ten) Working Days of receipt of the returned Goods.</p> <p>4.2. Period of the warranty specified in clause 4.1 hereof shall be at least 12 months for all Goods from the date of delivery to the Customer, unless otherwise provided in the Appendix № 2.</p> <p>4.3. If the Buyer reveals an implicit breach of the warranty as per clause 4.1 hereof, and the Contractor accepts it pursuant to clause 4.5 hereof the Contractor shall remedy this breach of warranty by either replacing or repairing a defective piece of Goods free of charge to the Buyer, or re-render rendered service free of charge to the Buyer so that the new piece of Goods or rendered service is free from any defects in material, workmanship or suitability for use as intended.</p>	<p>Поставщика (по email). Поставщик при получении такого уведомления Заказчика по электронной почте обязуется:</p> <ul style="list-style-type: none"> - в срок, указанный Заказчиком в уведомлении, предоставить недостающие документы и/или необходимую информацию, или - при невозможности соблюдения сроков, указанных Заказчиком, Поставщик освобождает Заказчика от ответственности и гарантирует возмещение (с учетом уплаты налогов каких-либо и всех расходов, издержек, убытков, ущерба, требований, штрафов, пени, процентов и обязательств, возникающих из-за или в связи с возвратом Товаров или их переработкой). <p>Если Изделия возвращаются Поставщику, Поставщик обязуется либо поставить Заказчику новые Товары, либо вернуть Заказчику авансовый платеж, полученный от него Поставщиком в соответствии с таким заказом (если применимо), в течение 10 (десяти) Рабочих дней с момента получения возвращенных Товаров.</p> <p>4.2. Срок указанной здесь в п. 4.1 гарантии должен составлять не менее 12 месяцев на все поставляемые Товары со дня принятия Заказчиком, если иное не предусмотрено Приложением № 2.</p> <p>4.3. Если Заказчик обнаружит предположительное нарушение указанной здесь в п. 4.1 гарантии; и Поставщик это нарушение признает, как указано здесь в п. 4.5; Поставщик устранил это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Товара, имеющий недостаток; или снова окажет, безвозмездно для Заказчика, оказанную услугу – с тем, чтобы новый Товар, или оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p>
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<p>4.4. If the Warranty is applicable to the defect revealed, at the Buyer's option and within the time reasonably acceptable to the Buyer, the Contractor shall:</p> <ul style="list-style-type: none"> - at its own cost and expense Repair the defective Goods and provide a replacement for such Goods for the period of the repair works. If the Contractor is not able to provide a replacement, the Contractor shall indemnify and hold harmless the Buyer on an after-tax basis against and in respect of any and all expenses and costs arising out of or in connection with the lease by the Buyer of a replacement for the defective Goods from a third party for the period of the repair works; - replace the Goods with a serviceable ones that is equivalent to the defective Goods in quality and characteristics; or - indemnify and hold harmless the Buyer on an after-tax basis against and in respect of (i) the price paid by the Buyer for the defective Goods and (ii) any and all expenses and costs, including the cost of removal of the Goods from the aircraft, storage, packing, transportation and customs clearance, arising out of or in connection with the return of the defective Item to the Contractor. <p>The amounts payable pursuant to Clause 4.4 shall be paid by the Contractor in immediately available funds by wire transfer within 30 (thirty) calendar days of receipt by the Contractor of the Buyer's written demand.</p> <p>The Contractor shall deliver to the Buyer the repaired Goods or the replacement DDP Moscow, VKO or SWO International Airport Incoterms® 2010 or at another destination as agreed by the Parties.</p>	<p>4.4. Если обнаруженные дефекты попадают под действие Гарантии, по выбору Заказчика и в срок, разумно приемлемый для него, Поставщик обязуется:</p> <ul style="list-style-type: none"> - за свой счет отремонтировать неисправные Товары и обеспечить замену для таких Товаров на период ремонтных работ. Если Поставщик не сможет обеспечить замену, Поставщик освобождает Заказчика от ответственности и гарантирует возмещение (с учетом уплаты налогов) каких-либо и всех расходов и издержек, вытекающих из или в связи с арендой Заказчиком замены для неисправного Изделия от третьего лица на период ремонтных работ; - заменить Товар на исправный, равноценный по своему качеству и техническим характеристикам с неисправным; или - Освободить Заказчика от ответственности и гарантировать возмещение (с учетом уплаты налогов) (i) цены, уплаченной Заказчиком за неисправный Товар, и (ii) каких-либо и всех расходов и издержек, включая расходы на снятие Товара с воздушного судна, хранение, упаковку, транспортировку и таможенную очистку, вытекающую из или в связи с возвратом неисправного Товара Поставщику. <p>Суммы, подлежащие оплате в соответствии с пунктом 4.4, уплачиваются Поставщиком средствами с возможностью немедленного использования путем банковского перевода в течение 30 (тридцати) календарных дней с момента получения Поставщиком письменного требования Заказчика.</p> <p>Поставщик обязуется отправить Заказчику отремонтированное Изделие или замену на условиях DDP (Москва, Международный аэропорт Внуково или Шереметьево (Инкотермс 2010) или в другой пункт назначения по согласованию Сторон.</p>
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<p>4.5. Buyer, within 7 calendar days, shall notify Contractor about detection of the implicit breach of warranty as per 4.1 hereof by giving the Contractor a written Notification about this event including all related circumstances; then the Contractor, within 14 calendar days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Contractor fails to reply within 14 calendar days after receipt of such notification about the implicit breach of warranty such breach shall be considered as acknowledged by the Contractor. In certain cases Parties may agree in written other time period for this decision making by the Contractor. The Contractor may give the Buyer a sample piece that he uses himself in such cases; then such sample piece shall be used in similar case. Effective dates of notices in Buyer's notifications about the implicit breach of warranty and the Contractor's decision thereon (as described in 4.5 hereof) shall be the following, whatever occurs earlier:</p> <ul style="list-style-type: none"> (i) Date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or (ii) Date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery. <p>4.6. Period of the warranty as per clause 4.2 hereof in case of its 061 breach shall be extended for the time ensued from the date when the Buyer informs the Contractor about such implicit breach till the date when the Contractor remedies</p>	<p>4.5. Заказчик в течение 7 календарных дней уведомит Поставщика об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Поставщику с указанием всех связанных с ним обстоятельств: тогда Поставщик в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Поставщик не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Поставщиком. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Поставщика. Поставщик может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Поставщика о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым:</p> <ul style="list-style-type: none"> (i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или (ii) день принятия, если они были отправлены курьерской почтой первого класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении. <p>4.6. Срок указанной здесь в п. 4.2 гарантии, в случае доказанного её нарушения, будет продлён на время, проистекшее от дня, когда Заказчик уведомил Поставщика о предположительном нарушении, до дня, когда Поставщик устранил это нарушение, включительно.</p>
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<p>this breach, inclusive.</p> <p>4.7. The Buyer may procure from the Contractor other Goods and services within the warranty obligations specified in the clause 4.4. for the Goods . Deliveries thereof shall contain all needed certificates and documentation as per 2.5.</p>	<p>4.7. Заказчик вправе получать Товары и услуги от Поставщика в рамках гарантийных обязательств, указанных в п. 4.4., в отношении Товаров. Их поставка должна сопровождаться необходимыми сертификатами и технической документацией по п. 2.5 настоящего договора.</p>
<p>5. Force Majeure</p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act of government and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.</p> <p>Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.</p>	<p>5. Обстоятельства непреодолимой силы</p> <p>Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
<p>6. Responsibilities of the parties</p> <p>6.1. Upon request, Contractor shall provide a certificate of its tax residency in _____, issued by the _____ competent authority with reference to the agreement between the _____ government and the government of the</p>	<p>6. Ответственность сторон</p> <p>6.1. По запросу Поставщик предоставляет свидетельство о своем налоговом резидентстве в _____, выданное компетентным органом _____ со ссылкой на соглашение между правительством _____ и</p>

<p>Russian Federation for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital and a written evidence that Contractor has the actual right to receive the appropriate income under this agreement .</p> <p>6.2. Not later than the date of signing this Contract, the Contractor shall provide the Buyer 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>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>правительством Российской Федерации об избежании двойного налогообложения и предотвращении налогообложения в отношении уклонения от уплаты налогов на доходы и капитал, а также письменные подтверждения, что Поставщик имеет фактическое право на получение соответствующего дохода по данному договору.</p> <p>6.2. Не позднее даты подписания настоящего договора Поставщик 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 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 Поставщика. Инспекционные проверки выполняются Заказчиком своевременно во избежание задержек в поставке.</p>
<p>7. Validity</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>7.2. The Contract shall come into force when signed by authorized representatives of both Parties and remains in force for 3 (three) years being signed by both Parties. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p>	<p>7. Действие</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. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и остается в силе в течение 3 (трех) лет с момента подписания обеими Сторонами. Стороны вправе расторгнуть настоящий</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 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>договор в любое время письменным уведомлением за 60 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 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>8. Jurisdiction and Governing Laws</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 an arbitration court in _____ . Language of arbitration of such dispute shall be _____ .</p> <p>8.2. Provisions of the present Contract shall be interpreted according to _____ laws.</p>	<p>8. Подсудность и применимое право</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 _____ арбитражному суду в _____. Язык рассмотрения такого спора будет _____ .</p> <p>8.2. Положения этого договора толковаться в соответствии с правом _____ .</p>
<p>9. Anti-Corruption Clause</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 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</p>	<p>9. Антикоррупционная оговорка</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, 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</p>

<p>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>9.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 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 paragraph 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>9.3. In case of violation by any Party of its</p>	<p>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. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 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 пункта 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 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 пункте 9.1,</p>
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<p>obligations to refrain from any actions referred to in paragraph 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 paragraph 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>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>10. Indemnity</p> <p>The Contractor agrees to indemnify and hold harmless the Buyer against any and all losses which the Buyer may sustain, incur or pay arising out of or relating to any claim made by third parties (including passengers) in respect of aircraft, Goods and 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>10. Гарантия возмещения убытков</p> <p>Поставщик 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, Изделий и Услуг, когда такие претензии и/или убытки непосредственно вызваны небрежностью, нарушением договора или умышленным неправомерным поведением Поставщика, субподрядчика, продавца или консультанта Поставщика, или кого-либо из директоров, должностных лиц, сотрудников, агентов или представителей вышеуказанных лиц</p>
<p>11. Legal addresses and bank details of the parties: <u>Buyer's</u> «Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210 Russia Email:</p>	<p>11. Юридические реквизиты и адреса сторон: <u>Заказчика:</u> АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4 Email:</p>

Bank details: Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Transit acc. № 40702840755001000096 Current acc. № 40702840455000000096 Correspondent Bank: The Bank of New York Mellon, New York, NY SWIFT: IRVTUS3N <u>Contractor's:</u> TBD Bank details: TBD	Банковские реквизиты: Наименование банка: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Счёт. _____ транзитный 40702840755001000096 Счёт текущий 40702840455000000096 Корреспондентский банк: The Bank of New York Mellon, New York, NY SWIFT: IRVTUS3N <u>Поставщика:</u> TBD Банковские реквизиты: TBD
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**Подписи сторон:
Signatures of the Parties:**

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

Имя: TBD
Name:
Должность: TBD
Title:
Подпись: _____
Signature:
Дата: _____
Date:

**От имени TBD
For and on behalf of TBD:**

Имя: TBD
Name:
Должность: TBD
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 Поставщик-ном 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:

Имя: TBD

Name:

Должность: TBD

Title:

Подпись: _____

Signature:

Дата: _____

Date:

Имя: TBD

Name:

Должность: TBD

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

Stamp

Signature of the Parties:

Имя: TBD

Name:

Должность: TBD

Title:

Подпись: _____

Signature:

Дата: _____

Date:

Имя: TBD

Name:

Должность: TBD

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. Приобретение материалов/компонентов для ВС Boeing 747-400 EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028) /

Materials/components purchase for A/C Boeing 747-400 (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028).

Номенклатура, описание продукции Range of goods, product description

	Текущий партийный номер / Current part number	Ссылка / Reference	Описание / Description	Новый партийный номер / New part number	Кол-во / Qty	Цена за ед. Price for unit
1	232U4503-1	IPC 25-19-00-02 ITEM 35	Нижний матрац в сборе / LWR PAD ASSY	TBD	1	
2	232U4503-2	IPC 25-19-00-02 ITEM 30	Верхний матрац в сборе / UPR PAD ASSY	TBD	1	
3	232U4503-210	IPC 25-19-00-02 ITEM 35	Нижний матрац в сборе / LWR PAD ASSY	TBD	3	
4	232U4503-212	IPC 25-19-00-02 ITEM 30	Верхний матрац в сборе / UPR PAD ASSY	TBD	8	
5	232U4503-239	IPC 25-19-00-02 ITEM 35	Нижний матрац в сборе / LWR PAD ASSY	TBD	5	
6	414U6007-1SP	IPC 25-76-52-01A ITEM 100	Нижний матрац в сборе / LWR MATTRESS ASSY	TBD	8	
7	65B67954-63SP	IPC 25-76-52-01A ITEM 20	Верхний матрац в сборе / UPR MATTRESS ASSY	TBD	8	
8	88FS08625-1	CMM 25-29-57 FIG.2 ITEM 10	Матрац в сборе / MATTRESS ASSY	TBD	2	
9	88FS08625-3	CMM 25-29-57 FIG.2 ITEM -10A	Матрац в сборе / MATTRESS ASSY	TBD	4	
10	88FS08625-5	CMM 25-29-57 FIG.2 ITEM -10B	Матрац в сборе / MATTRESS ASSY	TBD	2	
11	88FS09235-1	CMM 25-50-06 FIG.2 ITEM 25	Матрац в сборе / MATTRESS ASSY	TBD	16	
12	88FS09235-3	CMM 25-50-06 FIG.2 ITEM -25A	Матрац в сборе / MATTRESS ASSY	TBD	32	
13	88FS09235-5	CMM 25-50-06 FIG.2 ITEM -25B	Матрац в сборе / MATTRESS ASSY	TBD	16	
14	88FS09240-1	CMM 25-50-06 FIG.4 ITEM 5	Матрац в сборе – верхняя панель / PAD ASSY - TOP PANEL	TBD	8	
15	88FS09240-3	CMM 25-50-06 FIG.4 ITEM -5A	Матрац в сборе – верхняя панель / PAD ASSY - TOP PANEL	TBD	16	
16	88FS09240-5	CMM 25-50-06 FIG.4 ITEM -5B	Матрац в сборе – верхняя панель / PAD ASSY - TOP PANEL	TBD	8	

17	88FS09240-7	CMM 25-50-06 FIG.4 ITEM -20A	Матрац в сборе – верхняя боковая панель / PAD ASSY - UPPER SIDE PANEL	TBD	24	
18	88FS09240-9	CMM 25-50-06 FIG.4 ITEM -45A	Матрац в сборе – нижняя боковая панель / PAD ASSY - LOWER SIDE PANEL	TBD	16	
19	88FS09240-11	CMM 25-50-06 FIG.4 ITEM -45B	Матрац в сборе – нижняя боковая панель / PAD ASSY - LOWER SIDE PANEL	TBD	8	
20	88FS09240-13	CMM 25-50-06 FIG.4 ITEM 20	Матрац в сборе – верхняя боковая панель / PAD ASSY - UPPER SIDE PANEL	TBD	8	
21	88FS09240-15	CMM 25-50-06 FIG.4 ITEM 45	Матрац в сборе – нижняя боковая панель / PAD ASSY - LOWER SIDE PANEL	TBD	8	
22			Модификационная наклейка / MODIFICATION PLACARD	TBD	53	
ИТОГО / TOTAL					255	

2. Количество/объем требуемых единиц товара, работы, услуги/ Quantity/volume of required units of goods, works, services

Количество компонентов – 255 шт.

Quantity of components – 255 ea.

3. Место поставки товара, выполнения работ и оказания услуг/ Place of destination and terms of delivery of goods, performance of works, and provision of services.

Аэропорт Шереметьево, терминал Е, городской округ Химки, Московская область, Россия, 141425.

Sheremetyevo airport, terminal E, Khimki. Moscow region, Russia, 141425.

4. Сроки поставки товара / Timing delivery of goods

Дата поставки: не позднее 90 календарных дней после заключения договора.

Estimated delivery time: no more than 90 calendar days from signing contract.

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

5.1. Товар должен быть в состоянии новое (factory new).

Goods must be brand new condition (factory new).

5.2. Товар должен сопровождаться сертификатом EASA Form 1 или FAA 8130-3 (factory new) и документами, перечисленными в п.2.5 Договора.

Goods must be supplied with EASA Form 1 or FAA 8130-3 (factory new) and the documents listed in clause 2.5 of the Contract.

5.3. Материал для производства чехлов должен удовлетворять следующим требованиям:

Тип материала	Жаккардовая ткань
Вес, г/м ²	390 г/кв.м. +/- 5%
Состав	100% Trevira CS

Цвет ткани для чехлов – темно-синий. Цвет и текстура ткани для производства чехлов для матрасов в зонах отдыха экипажа должен быть согласован с Заказчиком путем предоставления образцов после заключения договора.

Material for the seat cover production should as following:

1	Material	Jacquard Fabric
2	Average weight, g/m ²	390 g/sqm +/- 5%
3	Composition	100% Trevira CS

Fabric color for covers – dark blue. Fabric color and texture for production of crew bunk covers in the crew rest areas must be agreed with Customer by providing examples after signing Contract.

5.4. Поставщик должен предоставить технические данные (TDS) от производителя ткани для производства чехлов.

Supplier must to provide technical data sheet (TDS) from the fabric manufacturer for seat covers production.

5.5. Документация на производство и установку на ВС должна быть включена в стоимость компонентов.

Production and installation certification should be included into the price of parts.

5.6. Компоненты должны быть применимы для следующих ВС:

EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028).

Parts should be applicable for the following aircraft:

EI-XLC (27100), EI-XLD (26360), EI-XLE (26362), EI-XLF (27645), EI-XLG (29899), EI-XLH (27650), EI-XLI (27648), EI-XLJ (27646), EI-XLM (28028).

5.7. При необходимости, можно загрузить необходимую техническую документацию (LOPA, CMM) с файлообменника:

<https://files.rossiya-airlines.com/index.php/s/4qo5kola9rm88bu>

password: Rossiya2020

Supplier can download necessary documentation (LOPA, CMM) from the file-server if needed:

<https://files.rossiya-airlines.com/index.php/s/4qo5kola9rm88bu>

Password: Rossiya2020

5.8. Государственные стандарты РФ не применимы, вследствие того, что документация и поставляемое оборудование должны удовлетворять требованиям FAA / EASA.

State standards of the Russian Federation are not applicable, as documentation and supplied equipment must meet the requirements of the FAA/EASA.

6. Требования к приемке товара, работы, услуги / Requirements to acceptance of product, works and services

Информация о дне отгрузки должна быть выслана Исполнителем по электронной почте не позднее чем за 1 неделю до готовности груза: logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com.

The Contractor shall send information on the day of shipment by e-mail no later than 1 week before goods are ready for shipment: logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com

7. Условия доставки/Terms of delivery

FCA – location of supplier, Incoterms 2010

8. Дополнительно / Additionally

В стоимость товара включена сертификация производства и установки на ВС согласно требованиям EASA Part 21 subpart J. В цену не включены: доставку, страхование, монтаж, обучение персонала.

Price includes value of production and installation certification in accordance with EASA Part 21.J requirements. The price excludes the following: delivery, insurance, assembling, staff training.

Подписи сторон: Signatures of the Parties:

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

Имя: TBD

Name:

Должность: TBD

Title:

Подпись: _____

Signature: _____

Дата: _____

Date: _____

От имени TBD:
For and on behalf of TBD:

Имя: TBD

Name:

Должность: TBD

Title:

Подпись: _____

Signature: _____

Дата: _____

Date: _____