

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

Approval date	24	03	2021
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Procurement Documentation

Public request for Competitive selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	24	03	2021	
Date and time for the request receiving completion	08	04	2021	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 12.04.2021			
	Date for summarizing of results 12.04.2021			
Commencement date for providing clarifications on procurement documentation	24	03	2021	
Completion date for providing clarifications on procurement documents	02	04	2021	
Specifying the features of participation	“Not applicable”			
Option to submit an alternative offer	“Not applicable”			
Option to engage co-contractors/subcontractors	“Applicable”			
Distribution of the total scope of procurement between the procurement parties	“Not applicable”			
Subject-matter of the procurement	End of Lease Maintenance Service and Certification for CFM56-5B engine serial number 779460.			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		End of Lease Maintenance Service and Certification for CFM56-5B engine serial number 779460.			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
60 000	USD	1	conventional unit	30.30	30.30.60.110
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			In the territory of a foreign state.		

Term and Payment Procedure for Goods (Work. Service)	<ul style="list-style-type: none"> - Prior to Engine delivery to facility Contractor shall issue an invoice for the initial Scope of Services (Fixed Price) and Customer shall pay the full amount of the invoice before issuing dual EASA/FAA release to service for the Engine. - In case of Additional Works (covered by Not to Exceed Price) Contractor shall issue a final trailing invoice within 30 calendar days after Engine redelivery and Customer shall pay the full amount of the invoice within 60 calendar days. - The invoice for payment should be sent by the Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services.
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	<p>Provided:</p> <p>The bidder has the right to submit a draft of counter-agreement in compliance with all mandatory conditions specified in the procurement documentation</p>

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Fixed Price, USD
Points Calculation Procedure for Criterion 1	<p>To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where:</p> <ul style="list-style-type: none"> - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points for criterion.
Maximum number of points for criterion 1	90
Name of Criterion 2	Not-to-exceed price of additional works and materials, USD
Points Calculation Procedure for Criterion 2	<p>To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where:</p> <ul style="list-style-type: none"> - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points for criterion.
Maximum number of points for criterion 2	10
Maximum number of points	100

The following calculation method will be used for the comparative evaluation of bidders' proposals:

$$N = P + D$$

where:

N - the price of the contract

P - the value proposition of the bidder (Fixed Price + Not-to-exceed price of additional works and materials)

D - the cost of transportation from LED to Contractor's repair shop and from Contractor's repair shop to final engine redelivery destination at following address: 501 Airport Road, Paya Lebar Singapore 539931 (the address may be changed upon mutual agreement of the parties by email)

Common basis for comparison of proposal shall be quoted prices of all bidders in USD 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 to enter into an agreement with such bidder.

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

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

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

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

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

10.10.2. It shall be recognized the Winner in the competitive selection that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

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

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

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

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

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

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

10.15. Should the winner in the competitive selection be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of

the competition commission. The bidder in the competitive selection is not entitled to waive the conclusion of the agreement.

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

***Appendix 1
to Procurement Documentation***

Request for Participation¹
In the Procurement Procedure:

(state the name of the procurement procedure, procedure number if necessary lot number)

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)

(state full name of legal entity/last name, first name, patronymic of individual)

Registered at the following address:

(state place of location address of legal entity/place of residence of individual)

proposes to conclude the agreement for

(state the subject-matter of the agreement)

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:

Fixed Price _____ USD excluding VAT.

Not-to-exceed price of additional works and materials _____ USD excluding VAT.

Time and Material Rates

Labor Man-Hour Rate	60.00 USD
Engineering Man-Hour rate	70.00 USD
Mark up on material	4 %
Subcontracted services mark up	4%
Handling Fee for Customer furnished materials per item	2 %

Place of work _____.

The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.

2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:

Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)

Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;

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

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

(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	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
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 _____	

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

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 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.	

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

<p>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.</p>														
<p>Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i></p>														
<p>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</p>														
<table border="0"> <tr> <td> <p>Principal <i>(title of the Principal)</i></p> </td> <td> <p>_____</p> <p><i>(signature)</i></p> </td> <td> <p>_____</p> <p><i>(state initials, last name)</i></p> </td> </tr> <tr> <td> <p>SEAL</p> </td> <td></td> <td></td> </tr> <tr> <td> <p>Date of Issuance</p> </td> <td> <p>_____</p> <p><i>(DD)</i></p> </td> <td> <p>_____</p> <p><i>(MM)</i></p> </td> </tr> <tr> <td></td> <td></td> <td> <p>_____</p> <p><i>(YYYY)</i></p> </td> </tr> </table>			<p>Principal <i>(title of the Principal)</i></p>	<p>_____</p> <p><i>(signature)</i></p>	<p>_____</p> <p><i>(state initials, last name)</i></p>	<p>SEAL</p>			<p>Date of Issuance</p>	<p>_____</p> <p><i>(DD)</i></p>	<p>_____</p> <p><i>(MM)</i></p>			<p>_____</p> <p><i>(YYYY)</i></p>
<p>Principal <i>(title of the Principal)</i></p>	<p>_____</p> <p><i>(signature)</i></p>	<p>_____</p> <p><i>(state initials, last name)</i></p>												
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Appendix 3
To Procurement Documentation

Terms of Reference

№	Subject-matter of the procurement	End of Lease Maintenance Service and Certification for CFM56-5B engine serial number 779460.		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	End of Lease Maintenance Service and Certification for CFM56-5B engine serial number 779460 in accordance with the clause 9 of this Terms of Reference	Conventional unit	1	No
3	Delivery place of goods, performance of works and provision of services (address)	<p>Contractor's repair base.</p> <p>For each Engine/parts, the terms of shipment from the Customer to the Contractor shall be Incoterms DAP Contractor's shop, and the terms of return shipment from the Contractor to the Customer shall be Incoterms FCA Customer's freight forwarder.</p> <p>Each Engine/parts transportation to and from the Contractor's shop location shall coordinated with between the Customer's and Contractor's Logistics in advance of Engine dispatch by e-mail - ship.info@rossiya-airlines.com</p>		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	<p>Period of work execuion is 15.05.2021 – 30.06.2021.</p> <p>30.06.21 is the latest date the End of Lease Maintenance Service and Certification including any additional services shall be completed, accepted and the Engine shall be available to the Customer for shipping.</p> <p>The period may be changed upon mutual consent of the Parties by email</p> <p>Turnaround time (TAT) shall not exceed 15 calendar days</p>		

5	Requirements for acceptance of goods, work, service	<p>Upon completion of End of Lease Maintenance Service and Certification, the Contractor shall provide the Customer with reporting documentation in accordance with EASA requirements. Documentation shall include:</p> <ul style="list-style-type: none"> • certificate FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement. The certificate shall state the reason for the engine removal "Engine removed in serviceable condition". • Test Cell Report per ESM 72-00-00, which shows all Engine parameters at Hot Day Take-off; • Engine BSI report with video; • Oil SOAP analysis • Engine preservation documentation • End of Lease Maintenance Check list <p>The original samples of the aforementioned documentation shall be handed over to the Customer on or before 02 July,2021.</p>
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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<ul style="list-style-type: none"> - The End of Lease Maintenance Service should be performed in accordance with current applicable revision of Airbus A320 AMM and CFM56-5B ESM. - The End of Lease Maintenance Service has to be performed by maintenance repair organization having FAA and EASA Part 145 certificate for the accomplishment of all levels of Maintenance Service ordered in the Workscope provided in these terms of reference. - Any PMA parts or Non-OEM repaired parts are not acceptable to use during the End of Lease Maintenance Service <p>Contractor is responsible for the supply of all necessary replacement parts, expendables or consumables for the End of Lease Maintenance Service through its logistics system with prior notification of the Customer by email.</p> <p>Since the Engine is intended for use on Customer's foreign-registered commercial aircraft, the Engines, their maintenance & repair, and associated records must comply with international (EASA/FAA)</p>

		requirements and regulations; hence, the State standards of the Russian Federation are not applicable.
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.	<p>The total price of the contract is based on Fixed Price for End of Lease Maintenance Service in accordance with the Workscope specified in clause 9.1 of this Terms of Reference and Not to Exceed Price for the additional works and material.</p> <p>The price for the End of Lease Maintenance Service shall be determined based on the Fixed Price for the Workscope specified in clause 9.11 of this Terms of Reference</p> <p>The Fixed Price shall include the labor and materials specified in clause 9.1 Fixed Price for the End of Lease Maintenance Service shall not exceed 50 000.00 USD</p> <p>Not to Exceed Price for the additional works and material shall not exceed 10 000.00 USD.</p> <p>For avoidance of doubt the Not to Exceed Price for additional works and materials does not include costs for LLP provision.</p> <p>All additional works and materials are subject of prior notification of the Customer by email.</p>
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	The warranty applies only to malfunctions associated with the performed maintenance services, found within 6 months after the engine is put into operation.
9	Other necessary information or additional requirements	<p>A successful candidate contractor must comply with following:</p> <ul style="list-style-type: none"> - Have EASA and FAA – certified maintenance repair organization for CFM56-5B, capable of maintenance works, as specified in the Workscope, as evidenced by a copy of the relevant Bidder's EASA and FAA certificates with approval schedule. - Have own tools, equipment, test cell facility necessary for service, maintenance and repair performance,. <p>Please see other necessary information or additional requirements hereunder</p>
	9.1. Workscope End of Lease Maintenance Service and Certification for CFM56-5B engine serial number 779460 (the Engine).	

The Contractor shall provide a proposal with estimated Fixed Price for the Maintenance Service and the Time & Material rates capped as detailed in Table 1 hereof. The price for the Maintenance Service shall be determined based on the Fixed Price for the following Workscope:

1. End of Lease Maintenance check of CFM56-5B engine with serial number 779460 as specified in Table 2.
2. Test cell run;
3. Preservation of the engine for period up to 365 days;
4. Full gas path video borescope inspection (including inspection of 360 Deg. LPT Stg.1 nozzles)
5. Oil SOAP analysis
6. Certification with FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement.
7. Additional Services as may be required due to performance of the End of Lease Maintenance Service.

The Fixed Price shall include the following labor and materials:

- Labor cost for Maintenance Service, as specified in Workscope;
- Any expenses related to the materials (consumables/expendables, repair materials etc.) required for accomplishment of declared Workscope.
- Any handling costs for materials supplied by Contractor for declared Workscope;
- Any expenses related to the engineering support for the performance of all Maintenance Services;
- Preparation of the engine for transportation including engine packing and unloading/loading from/on a truck;

The cost for additional works, cost for replacement parts, materials and associated handling costs for materials and services supplied by the Contractor shall be invoiced with reference to applicable Time and Material Rates, in no case such rates shall be greater than those stipulated in Table 1 herein.

9.2 Terms of Payment

9.2.1. Prior to Engine delivery to facility Contractor shall issue an invoice for the initial Scope of Services (Fixed Price) and Customer shall pay the full amount of the invoice before issuing dual EASA/FAA release to service for the Engine.

9.2.2. In case of Additional Works (covered by Not to Exceed Price) Contractor shall issue a final trailing invoice within 30 calendar days after Engine redelivery and Customer shall pay the full amount of the invoice within 60 calendar days.

9.2.3. The invoice for payment should be sent by the Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services.

9.3 Acceptability of Bidder's Contractual Documentation

9.3.1 A bidder shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary.

Table 1 - Time and Material Rates

Labor Man-Hour Rate	60.00 USD
Engineering Man-Hour rate	70.00 USD
Mark up on material	4 %
Subcontracted services mark up	4%
Handling Fee for Customer furnished materials per item	2 %

Table 2 - End of Lease Maintenance Checks

#	Task Number	Description	Threshold interval	AMM reference	Performed (sign & date)
1	200435-01-1	Fan compartment Detailed inspection of EWIS in the fan and accessory gear box (EWIS)	I: 24 MO	249200-220-001	
2	ZL-435-01-1	Fan and accessory gear box General visual inspection of fan and accessory gear box (EWIS)	I: 12 MO	052430-200-002	
3	200453-01-1	Core compartment Detailed inspection of EWIS installed in the hot section (EWIS)	I: 24 MO	249200-220-004	
4	ZL-453-01-1	Hot section General visual inspection of hot section (EWIS)	I: 24 MO	052450-200-002	
5	712111-01-1	Forward engine mount Detailed inspection of forward engine mount installation	T: 2200 FC OR 4500 FH I: 2200 FC OR 4500 FH	712111-210-040	
6	712111-05-4	Forward engine mount Special detailed inspection (TC) of forward engine mount pylon bolts	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712111-210-803	
7	712112-01-1	Forward engine mount Special detailed inspection (endoscope) of forward engine mount link lugs	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712112-200-803	
8	712211-03-1	Aft engine mount Detailed inspection of aft engine mount installation	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000	712211-210-042	

			FH		
9	712211-05-1	Aft engine mount Special detailed inspection (TC) of aft engine mount pylon bolts	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712211-210-803	
10	712212-01-1	Aft engine mount Special detailed inspection (endoscope) of aft engine mount link lugs	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712212-210-802	
11	712213-01-1	Aft engine mount Special detailed inspection (endoscope) of aft engine mount pins	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712211-210-802	
12	722000-C1-1	Fan section detailed inspection of engine inlet, fan blades, fan outlet and abradable material	2000 FC OR 24 MO	722300-210-003	
13	722000-C3-1	Fan section detailed inspection and relubrication of fan blade dovetails, midspan shrouds, retainers, spacers, dampers and fan disc dovetail slots preparation: fan blades removed;	1600 FC OR 36 MO	722100-210-004	
14	724000-C1-1	Combustion section borescope inspection of combustion chamber liners, dome areas, HPT nozzle vanes and shrouds (as far as visible through two opposite ports)	1600 FC OR 36 MO	724100-290-001	
15	725000-C1-3	Turbine section borescope inspection of HPT blades (from the front and the rear)	1600 FC OR 36 MO	725200-290-001	
16	725000-C6-1	Turbine section surveillance inspection of turbine frame aft engine mount lugs note: task to be performed at opportunity of engine shop visit; preparation: engine removed;	I: 36000 FH NOTE	712212-210-001	
17	730000-C4-1	Engine fuel and control remove, inspect and replace fuel filter element	4000 FH OR 36 MO	731110-920-001 SIL 73-024	
18	792000-C4-2	Distribution remove and discard supply filter	4000 FH OR 36 MO	792110-920-002	
19	792000-C7-1	Distribution check of FWD sump, AFT Sump, AGB, and TGB scavenge screens	4000 FH OR 36 MO	790000-281-003	

	20	792000-C8-1	Distribution check master magnetic chip detector for particles	1000 FH OR 12 MO	790000-281- 002	
	21	792000-C9-1	Distribution operational check of the master chip detector remote indication	3000 FH OR 36 MO	790000-200- 001	

<p>CONTRACT Date _____</p> <p>_____ with principal place of business in _____, hereinafter referred to as the Contractor; and “Rossiya Airlines” JSC, with principal place of business in Russian Federation, Saint-Petersburg, Pilotov street, 18/4, 196210, hereinafter referred to as the Customer; together referred to as the Parties, and as singular a Party, have concluded this contract No. _____ upon the following:</p>	<p>ДОГОВОР Дата _____</p> <p>_____ с основным местоположением _____, здесь далее Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в РФ, Санкт-Петербург, улица Пилотов, 18/4, 196210, здесь далее Заказчик; вместе называемые Стороны, а отдельно Сторона, заключили настоящий договор № _____ о нижеследующем:</p>
<p>Definitions: Airworthiness, or airworthy means that the aircraft or its component is airworthy if it conforms to any requirement of the Aviation authority and the applicable approved type, i.e. if it complies with the valid type certificate data sheet and if the maintenance was carried out in accordance with the applicable maintenance requirements and if the aircraft or a component thereof was released to service. Aviation authority means EASA (European Aviation Safety Agency) or BCAA (Bermuda Civil Aviation Authority), as the context requires. Components means devices, modules or individual parts of an aircraft, including engine or flight equipment or emergency equipment. They are always identified by a part number in the maintenance or operational documents issued by the respective Aircraft or Component design organization. CRS means a certificate of release to service issued by the Contractor confirming, unless otherwise specified, that the maintenance services listed therein have been carried out in conformity with the applicable requirements of the Aviation authority by appropriate authorized personnel of the Contractor and in accordance with the applicable MOE, and that the aircraft or Component has been released to service. Material means consumables, expendables and other items required to perform the agreed Workscope as per Appendix 2.</p>	<p>Определения: Летная годность, или в состоянии лётной годности означает, что ВС или его Компонент находятся в состоянии лётной годности, если они соответствуют всем требованиям Авиационных властей и применимому одобренному типу, т.е. они соответствуют действующему сертификату типа, и если техническое обслуживание было выполнено в соответствии с применимыми требованиями к техническому обслуживанию, а также ВС или компонент были допущены к эксплуатации. Авиационные власти означает EASA (Европейское ведомство безопасности полётов) или BCAA (Ведомство гражданской авиации Бермуд), с учётом применимого контекста. Компонент означает устройства, модули и отдельные детали, включая двигатель, полётное и аварийно-спасательное оборудование. Они всегда идентифицируются чертёжным номером в документах по ТО или эксплуатации, издаваемых соответствующей организацией по разработке ВС или Компонента. Документ о допуске к эксплуатации (CRS) означает свидетельство о допуске к эксплуатации, выпущенное Исполнителем, подтверждающее, если иное не оговорено, что работы по ТО, указанные в настоящем договоре, выполнены в соответствии с</p>

<p>MOE means Maintenance Organization Exposition approved by the Aviation authority.</p>	<p>применимыми требованиями Aviационных властей соответствующим уполномоченным персоналом Исполнителя и в соответствии с применимым MOE, а также то, что соответствующие ВС или компонент допущены к эксплуатации.</p> <p>Материал означает расходные материалы, а также другие предметы, необходимые для выполнения согласованного объема работ согласно Приложению 2.</p> <p>MOE означает руководство по организации технического обслуживания, одобренное Aviационными властями.</p>
<p>1. Subject of the Contract</p> <p>End of Lease Maintenance Service and Certification for Engine CFM56-5B engine serial number 779460 as specified in Appendix 2.</p>	<p>1. Предмет договора</p> <p>Техническое обслуживание и сертификация двигателя CFM56-5B с серийным номером 779460 после окончания аренды, как указано в Приложении 2.</p>
<p>2. Representations and Conditions of the Parties</p> <p>2.1. The Contractor ensures that there are approvals and certificates required from the Aviation authority to perform the agreed maintenance.</p> <p>2.2. Terms of approvals and certificates valid at least to the end of agreed scope of maintenance.</p> <p>2.3. Maintenance as valid of the insurances are a condition of this contract.</p> <p>2.4 Each Party represents and warrants to the other Party that:</p> <ul style="list-style-type: none"> - the conclusion and / or execution of the contract by the Party does not contradict the laws, regulations of state authorities and / or local self-government, local regulations of the Party, court decisions; - The Party has received all permissions, approvals and confirmation necessary for the conclusion and / or execution of the contract (including aforementioned documents to 	<p>2. Гарантии и существенные условия Сторон</p> <p>2.1. Исполнитель гарантирует наличие требуемых для выполнения согласованного ТО ВС разрешений и сертификатов от Aviационных властей.</p> <p>2.2. Действительность разрешений и сертификатов, по меньшей мере, до конца технического обслуживания в согласованном объеме.</p> <p>2.3. Сохранение действительности страховок является существенным условием настоящего договора.</p> <p>2.4 Каждая Сторона заверяет и гарантирует другой Стороне, что:</p> <ul style="list-style-type: none"> - заключение и/или исполнение Стороной договора не противоречит законам, нормативным актам органов государственной власти и/или местного самоуправления, локальным нормативным актам Стороны, судебным решениям; - Стороной получены все разрешения, одобрения и согласования, необходимые ей для заключения и/или исполнения

<p>comply with the current legislation of the country of registration of the Party or the constituent documents of the Party);</p> <ul style="list-style-type: none"> - The party is not insolvent or bankrupt, is not in the process of liquidation, its property in the part essential for the execution of the contract has not been seized, its activity has not been suspended; - The party has the appropriate permits (licenses, etc.) and approvals that give the right to supply or provide services under the contract; - before the signing the contract, its text has been examined by the Party, it understands the nature and meaning of all its provisions, including the conditions regarding the order of application and the amount of liability arising for non-fulfillment / improper fulfillment of its obligations, and, acting on its own will and in its own interests, fully recognizes and absolutely accepts all its conditions, including the amount of fines and penalties; - the contract is signed by a person authorized to do so in accordance with the law and the constituent documents of the Party. <p>All of the above representations and warranties are essential for the conclusion of the contract, its execution or termination, and the Parties will rely on them.</p> <p>At the request of the Party, the other Party that gave false assurances about the circumstances is obliged to compensate non-defaulting Party for losses caused by the inaccuracy of such assurances.</p> <p>The Party that relied on false assurances of the other Party that have significant importance to non-defaulting Party, along with a claim for damages, also has the right to withdraw from the contract</p>	<p>договора (в том числе в соответствии с действующим законодательством страны регистрации Стороны или учредительными документами Стороны);</p> <ul style="list-style-type: none"> - Сторона не является неплатежеспособной или банкротом, не находится в процессе ликвидации, на ее имущество в части, существенной для исполнения договора, не наложен арест, деятельность не приостановлена - Сторона обладает соответствующими разрешительными документами (лицензиями, и проч.) и допусками, дающими право на оказание услуг в рамках договора; - до подписания договора его текст изучен Стороной, она понимает значение и смысл всех его положений, включая условия о порядке применения и о размере ответственности, наступающей за неисполнение/ненадлежащее исполнение своих обязательств, и, действуя своей волей и в своих интересах, полностью признает и безусловно принимает все его условия, в том числе о размере пеней и штрафов; - договор подписывается уполномоченным на это в соответствии с законом и учредительными документами Стороны лицом. <p>Все вышеперечисленные заверения об обстоятельствах имеют существенное значение для заключения договора, его исполнения или прекращения, и Стороны будут полагаться на них.</p> <p>Сторона, которая дала недостоверные заверения об обстоятельствах обязана возместить другой стороне по ее требованию убытки, причиненные недостоверностью таких заверений.</p> <p>Сторона, полагавшаяся на недостоверные заверения другой стороны, имеющие для нее существенное значение, наряду с требованием о возмещении убытков также вправе отказаться от договора</p>
<p>3. Supply of Components and Material</p> <p>3.1. The Contractor is responsible for supply of all Material required to perform the agreed scope of maintenance, unless otherwise</p>	<p>3. Поставка Компонентов и Материалов</p> <p>3.1. В ответственности Исполнителя снабжение всеми Материалами, требуемыми для выполнения</p>

<p>agreed by Parties. Supplies of Material higher than 1000 USD (or its equivalent in other currency) limit are subject to approval by the Customer.</p> <p>3.2. Should change of Component is required Contractor advises the Customer (by email). Changes of any Components require approval by the Customer. Upon information from the Customer, the Contractor shall procure the required item from a third party, or accept delivery of required item from the Customer or provide it from its own stock.</p>	<p>согласованного объема обслуживания, если иное не согласовано сторонами. Поставка Материала с ценой выше 1000 USD (или равносильной суммы в иной валюте) требует одобрения Заказчика.</p> <p>3.2. При любой необходимости замены Компонента Исполнитель немедленно уведомляет Заказчика (по электронной почте). Замены любых Компонентов требуют одобрения Заказчика. В соответствии с указаниями Заказчика, Исполнитель либо предоставляет требуемое оборудование от третьей стороны, принимает доставку требуемого оборудования от Заказчика, либо предоставляет его со своего склада.</p>
<p>4. Subcontracting</p> <p>4.1. Subcontract hereunder is allowed with consent of the Customer. At any case the Contractor is liable for actions done by its subcontractors, as if these have been done by the Contractor itself. The assignment of liability directly to the subcontractor is unacceptable.</p> <p>4.2. On request by Customer, Contractor shall grant Customer and Customer's Aviation authority full access to the quality monitoring information regarding its subcontractors and on request present a complete list of all of Contractor's approved subcontractors intended for the services as specified in Appendix 2.</p>	<p>4. Субподряд</p> <p>4.1 Субподряд допускается по согласованию с Заказчиком. В любом случае Исполнитель отвечает за действия, произведённые своими субподрядчиками, как если бы они были выполнены самим Исполнителем. Возложение ответственности напрямую на субподрядчика недопустимо.</p> <p>4.2 По запросу Заказчика Исполнитель предоставит Заказчику или его Авиационным властям полный доступ к сведениям контроля качества в отношении своих субподрядчиков, и по запросу предоставит полный список своих одобренных субподрядчиков, обращение к которым предполагается в рамках оказания услуг по Приложению 2.</p>
<p>5. Delivery</p> <p>5.1. Delivery of the engine, Components or any other equipment required for performance of an agreed scope of maintenance to shop Facility, shall be carried out with DAP "coordinated location of the Contractor" when from the Customer to the Contractor (Incoterms 2010). Redelivery of the Equipment shall be FCA shop Facility (Incoterms 2010).</p>	<p>5. Доставка</p> <p>5.1 Доставка двигателя, компонентов и любого иного оборудования, требуемого для выполнения согласованного объема, на ремонтную базу осуществляется на условиях DAP "принятое расположение Исполнителя" (Incoterms 2010). Возврат из ремонтной базы осуществляется на условиях FCA Ремонтное предприятие (Incoterms 2010).</p> <p>По письменному согласию Сторон условия</p>

<p>Upon written consent of the Parties conditions and destinations of delivery may be changed (by email).</p> <p>5.2. Any Engine/parts transportation to and from the Contractor's shop location shall coordinated with between the Customer's and Contractor's Logistics in advance of Engine dispatch by e-mail - logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com.</p> <p>5.3. The Parties may specify procedure of return of containers and packing, provided for delivery of equipment. Packing of any equipment to be sent hereunder, is carried out by ATA 300 specifications, unless otherwise agreed by the Parties in writing.</p> <p>5.4. All orders, shipping invoices and other documents required for customs clearance require a reference to the contract.</p>	<p>и места назначения доставки могут быть изменены (по электронной почте).</p> <p>5.2. Любая транспортировка двигателя / деталей к Исполнителю и обратно должна быть согласована между отделами логистики Заказчика и Исполнителя до отправки двигателя по электронной почте - logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com.</p> <p>5.3. Стороны могут указать порядок возврата контейнеров и упаковки, предоставленных для доставки оборудования. Упаковка любого оборудования, отправляемого по настоящему договору, осуществляется в соответствии с ATA 300, если Сторонами письменно не согласовано иное.</p> <p>5.4. Во всех заказах, транспортировочных счетах и иных документах, необходимых для целей таможенного оформления необходимо наличие ссылки на договор.</p>
<p>6. Payment</p> <p>6.1. Total price shall not to exceed _____.</p> <p>6.2. Prior to Engine delivery to facility Contractor shall issue an invoice for the initial Scope of Services (Fixed Price in accordance with clause 5.1 of Appenix 2 to the Contract) and Customer shall pay the full amount of the invoice before issuing dual EASA/FAA release to service for the Engine.</p> <p>6.3. In case of Additional Works (covered by Not to Exceed Price in accordance with clause 5.3 of Appenix 2 to the Contract) Contractor shall issue a final trailing invoice within 30 calendar days after Engine redelivery and Customer shall pay the full amount of the invoice within 60 calendar days.</p> <p>6.4. Additional agreement is required in case</p>	<p>6. Оплата</p> <p>6.1 Общая стоимость не превысит _____</p> <p>6.2 До получения двигателя Исполнитель выставит вводный счет-фактуру за первоначальный Объем работ (фиксированная цена в соответствии с п. 5.1 приложения 2 к Договору), и Заказчик должен оплатить счет до получения допуска двигателя к эксплуатации по форме dual EASA / FAA.</p> <p>6.3 В случае дополнительных работ подпадающих под действие предельной стоимости в соответствии с п. 5.3 Приложения 2 к Договору Исполнитель выставляет окончательный счет-фактуру в течение 30 календарных дней после возврата двигателя, а Заказчик оплачивает полную сумму счета в течение 60 календарных дней.</p> <p>6.4 В случае превышения Предельной</p>

<p>of works and material, which exceed Not to Exceed Price for additional works and materials</p>	<p>стоимости дополнительных работ и материалов необходимо заключения дополнительного соглашения.</p>
<p>6.5. Such 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 respective Order attached to this Contract.</p>	<p>6.5 Такая процедура применяется для всех платежей Сторон по настоящему Соглашению, если Стороны не договорились об ином в письменной форме. В случае изменения условий платежа такие условия должны быть указаны в соответствующем Приложении к настоящему Договору.</p>
<p>6.6. The invoice for payment should be sent by the Contractor to <u>amd9@rossiya-airlines.com</u> without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services.</p>	<p>6.6 Счета на оплату высылаются Исполнителем на адрес <u>amd9@rossiya-airlines.com</u> без неоправданной задержки, но не позднее 10 рабочих дней до даты оплаты. Если Исполнитель не предоставляет счет вовремя, срок оплаты продлевается на время такой просрочки. В таком случае Исполнитель не будет задерживать оказание Услуг.</p>
<p>6.7. Taxes are paid or not paid according to valid tax legislation. Taxes levied in the state of performance of maintenance are paid by the Contractor.</p>	<p>6.7. Налоги оплачиваются или не оплачиваются в соответствии с действующим налоговым законодательством. Налоги, налагаемые в государстве выполнения обслуживания, оплачиваются Исполнителем.</p>
<p>6.8. In case of any items supplied by the Customer no charges apply.</p>	<p>6.8. При предоставлении любого оборудования Заказчиком никакие наценки не применяются.</p>
<p>6.9. Should a Party paying hereunder disagree with a price in an invoice, it shall in timely manner settle that part of that price that it agrees with, and forthwith informs the other Party about its disagreement in writing.</p>	<p>6.9. В случае несогласия оплачивающей Стороны со стоимостью счета, она своевременно оплачивает ту часть этой стоимости, с которой согласна, и немедленно письменно уведомляет другую Сторону о своем несогласии.</p>
<p>6.10. In case of disagreement, non-fulfillment, poor-quality execution, etc. the customer has the right to demand a refund of the amount of services not rendered before the expiration of the contract for the following details specified in this contract.</p>	<p>6.10 В случае несогласия, невыполнения, некачественного исполнения и т.п. заказчик имеет право требовать возврата средств на сумму не оказанных услуг до истечения срока действия договора по следующим реквизитам, указанным в настоящем Договоре.</p>
<p>6.11. Unless stated otherwise in this Contract, Customer shall settle all invoices issued by Contractor in USD. Currency hereof is USD.</p>	<p>6.11 Если иное не указано в настоящем Договоре, Заказчик оплачивает все счета, выставленные Исполнителем в USD.</p>

<p>Settlement form – bank transfer.</p> <p>6.12. Banking operation expenses will be paid in accordance with SHA (SHARed) code. 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 fees charged by recipient's bank.</p>	<p>Валюта настоящего договора – USD. Форма расчетов – банковский перевод.</p> <p>6.12. Расходы на банковские операции будут оплачиваться в соответствии с кодом SHA (SHARed). Платательщик (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 любых и всех корреспондентских / посреднических сборов.</p>
<p>7. Force Majeure</p> <p>7.1. None of the Parties will be liable for non-execution of its obligations under the Contract on time, provided that such non-execution has result from effect of force-majeure (further hereunder FM), i.e. extraordinary and unforeseeable circumstances which occur within the Contract's validity period, which are out of control of the affected Party (hereinafter the Affected party) and which could not be foreseen by it (including the flood, earthquake, volcano eruption and other natural disasters and military actions, blockades, import or export bans, law modifications). Fires and strikes shall be deemed as FM, unless they are caused by the faulty and/or negligent action/omission of the Affected party and/or persons controlled thereby (employees, contractors, consultants, etc.). Faults/suspensions in operation of the equipment and/or software as used by the Affected party, damage of communication lines and/or means shall be FM, only if they are caused by the effect of natural and/or anthropogenic factors and that they do not result from the faulty and/or negligent action/omission of the Affected party and/or third persons.</p> <p>7.2 The Affected party shall immediately, no</p>	<p>7. Обстоятельства непреодолимой силы</p> <p>7.1. Ни одна из сторон не будет нести ответственность за невыполнение своих обязательств по договору в срок, если неисполнение будет являться следствием Обстоятельств непреодолимой силы (далее ОНС), то есть чрезвычайных и непредвиденных обстоятельств, возникающих в период действия договора, на которые затронутая ими сторона (далее – Затронутая сторона) не может реально воздействовать и которые она не могла реально предвидеть (в том числе наводнения, землетрясения, извержения вулкана и иные стихийные бедствия, войны и военные действия, блокады, запрещение импорта или экспорта, изменения законодательства). Пожары и забастовки признаются ОНС, если они не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или контролируемых ей лиц (работники, подрядчики, консультанты и прочие). Сбои/перерывы в работе используемого Затронутой стороной оборудования и/или программного обеспечения, повреждение линий и/или средств связи являются ОНС, только если они вызваны действием природных и/или техногенных факторов и не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или третьих лиц.</p> <p>7.2 Затронутая сторона обязана</p>

<p>later than 7 (seven) calendar days from the moment FM occurs, inform the other Party in writing about its occurrence, anticipated duration of the effect, as far as it is possible, evaluate the influence thereof on execution (including the execution term) of obligations under the Contract, excluding the cases when such notification is impossible by force of the above events. As FM ceases the Affected party shall be obliged within the same period to inform the other Party thereabout, indicating the expected term for the obligations under the Contract to be performed.</p>	<p>незамедлительно, но не позднее 7 (семи) календарных дней с момента наступления ОНС, уведомить в письменном виде другую сторону об их наступлении, предполагаемом сроке действия, по возможности дать оценку их влияния на исполнение (включая срок исполнения) обязательств по договору, за исключением случаев, когда такое уведомление невозможно в силу действия таких обстоятельств. По прекращении действия ОНС Затронутая сторона обязана в те же сроки уведомить об этом другую сторону с указанием предполагаемого срока исполнения обязательств по договору.</p>
<p>7.3 No availability of the notice or untimely notification about occurrence of FM will deprive the Affected party of the right for exemption from the liability to perform the obligations hereunder.</p>	<p>7.3 Отсутствие либо несвоевременное уведомление о наступлении ОНС лишает Затронутую сторону права на освобождение от ответственности за неисполнение обязательств по настоящему договору.</p>
<p>7.4 Upon request of the other Party, the Affected party shall file the official document as issued by the competent governmental authority or entity to confirm the fact that the events treated as FM have occurred.</p>	<p>7.4 По требованию другой стороны Затронутая сторона обязана предоставить официальный документ, выданный компетентным государственным органом или организацией, подтверждающий факт наступления событий, являющихся ОНС.</p>
<p>7.5 Occurrence of FM will prolong the term for execution of obligations under the Contract for the period in line with the duration of the above events' effect, in terms of a reasonable period to remove the consequences thereof, unless the Parties have agreed otherwise.</p>	<p>7.5 Возникновение ОНС продлевает срок исполнения обязательств по договору на период, соответствующий времени действия указанных обстоятельств, с учётом разумного срока для устранения их последствий, если стороны не договорились об ином.</p>
<p>7.6 In case FM and consequences thereof will last longer than 30 (thirty) calendar days, any Party will be entitled to claim for termination of the Contract unilaterally and out-of-court</p>	<p>7.6 В случае если ОНС и их последствия будут продолжаться более 30 (тридцати) календарных дней, то каждая из сторон вправе в одностороннем внесудебном порядке потребовать расторжения договора</p>
<p>7.7. In addition to the said above the Parties agree that a delay in performance of maintenance will be excusable and the Contractor shall not be liable for such delay, should such delay be caused by: -necessity to obtain permission from the Aviation authorities or a manufacturer of the</p>	<p>7.7. В дополнение к вышесказанному Стороны соглашаются, что задержка в выполнении обслуживания будет простительной и Исполнитель не будет нести ответственность за такую задержку, если такая задержка вызвана: - необходимостью получения разрешения</p>

<p>engine or any Component;</p> <p>-delay of the Customer in delivery of engine, special tooling or other materials or equipment which hereunder is to be supplied by the Customer;</p> <p>-delay in obtaining any parts or Components required from single-source suppliers;</p> <p>-delay in Customer's approval, where such approval is expressly required hereunder to proceed or perform the maintenance.</p>	<p>Авиационного органа или производителя двигателя или для какого-то компонента;</p> <p>- задержкой со стороны Заказчика в поставке двигателя, особого инструмента и иного материала или иного оборудования, которое по условиям настоящего договора должно быть поставлено Заказчиком;</p> <p>- задержкой, связанной с получением каких-либо запчастей или компонентов от поставщиков из одного источника;</p> <p>- задержкой одобрения Заказчика, когда такое согласие явно требуется по настоящему договору для продолжения или выполнения обслуживания.</p>
<p>8. Warranty</p> <p>8.1. Warranty hereunder applies only to defects in workmanship which have arisen in connection with the work performed and detected within six months after the engine certification. In case of detection of presumed defect, the Customer shall send written application to the Contractor within 7 calendar days. In such reference the Customer shall advise the Contractor time and place of detection of the defect, T/C, reason for removal, if applicable. The Contractor shall respond, and shall in good faith attempt to define the cause of the defect and applicability of the warranty within 21 calendar days.</p> <p>8.2. The Contractor may request other information reasonably required to it to define the cause of the defect and applicability of the warranty.</p> <p>8.3. Once the Contractor, in its discretion, confirm the validity of a warranty claim, the Contractor shall correct any such defect free of charge. The Contractor reserves the right in all cases to determine whether to repair or replace the defective item. Customer shall be responsible for all warranty-related transportation costs.</p>	<p>8. Гарантия</p> <p>8.1 Гарантия, предусмотренная настоящим разделом, применяется только в отношении дефектов качества работ, связанных с выполненным техническим обслуживанием, обнаруженные в течение 6 месяцев после допуска двигателя к эксплуатации. При обнаружении предполагаемой неисправности Заказчик письменно извещает Исполнителя в течение 7 календарных дней от даты обнаружения дефекта. В таком уведомлении Заказчик должен сообщить Исполнителю время и место обнаружения дефекта, наработку в часах и циклах, причину снятия, если применимо. Исполнитель в течение 21 календарного дня должен ответить на обращение и должен добросовестно попытаться определить причину дефекта и применимость гарантии.</p> <p>8.2 Исполнитель вправе запросить иные сведения, разумно нужные ему для определения причины неисправности и применения гарантии.</p> <p>8.3. После того, как Исполнитель по своему усмотрению подтвердит обоснованность претензии по гарантии, Исполнитель должен исправить любой такой дефект бесплатно. Исполнитель оставляет за собой право во всех случаях определять, отремонтировать или заменить дефектный элемент. Заказчик несет ответственность за все</p>

<p>8.4. The Parties agree that the warranty does not apply to defects in materials, parts or Components supplied by third parties; or caused by:</p> <ul style="list-style-type: none"> – external cause, such as but not limited to, defect of an another piece of equipment, corrosion, incorrect maintenance or use; – natural and normal wear and tear; – accident or incident concerning the aircraft, equipment or material; – or if there has been an attempt by the Customer or third parties to perform corrective maintenance action on the defect; – or if any maintenance due time has been exceeded on the equipment; – or if the equipment is provided by the Customer. <p>-accident not attributable to the defect; - FOD</p> <p>8.5. The Contractor shall transfer all warranty to Third Party by Customer's Request.</p>	<p>транспортные расходы, связанные с гарантией.</p> <p>8.4 Стороны соглашаются, что гарантия не применяется к неисправностям,</p> <p>(i) в материалах, частях или Компонентах, поставляемых третьими сторонами; или</p> <p>(ii) вызванным:</p> <ul style="list-style-type: none"> - внешними причинами, такие как, помимо прочего, дефект другой части оборудования, коррозия, неправильное обслуживание или использование; - естественным и нормальным износом; - несчастным случаем или инцидентом с самолетом, оборудованием или материалом; - если Заказчик или третьи лица предприняли попытку выполнить корректирующие действия по техническому обслуживанию дефекта; - или если какой-либо срок обслуживания был превышен для оборудования; - или если оборудование предоставлено Заказчиком. <p>-авиационного происшествия, не вызванного такой неисправностью; - повреждением от постороннего предмета.</p> <p>8.5 По запросу Заказчика Исполнитель передаст все гарантии третьей стороне.</p>
<p>9. Liability of the Parties and Insurance</p> <p>9.1. The Parties reimburse one to the other only documented proven direct damage.</p> <p>9.2. Any indirect or other than direct damage, including without limitation lost profit is not reimbursed.</p> <p>9.3. The Parties agree to act in a reasonable manner and endeavor to mitigate their losses in case of negative circumstance, including breach hereof by other Party.</p> <p>9.4. Contractor shall, from the effective date</p>	<p>9. Ответственность Сторон и Страхование</p> <p>9.1 Стороны возмещают друг другу только документально подтверждённый прямой ущерб.</p> <p>9.2. Любой косвенный и иной, отличный от прямого, ущерб, включая без ограничения упущенную прибыль, не подлежит возмещению Сторонами.</p> <p>9.3 Стороны соглашаются действовать разумным образом и стремиться уменьшить свои потери в случае наступления неблагоприятных обстоятельств, включая нарушение настоящего договора другой Стороной.</p> <p>9.4 С Даты вступления в силу и в течение</p>

<p>and for the duration of this Contract, procure and evidence a Hangar Keeper Liability insurance up to a up to an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor and a Product Liability Insurance in respect of the Services under the Agreement having a Combined Single Limit in an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor, effected through leading international insurance markets, brokers and insurers (the "Contractor's Insurances").</p>	<p>срока действия данного Договора, Исполнитель должен обеспечить и предоставить подтверждение наличия страхования Ответственности владельцев авиационных ангаров на сумму не меньше, чем большая из двух сумм: 20 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой Исполнителя, и Страхование ответственности в связи с некачественным оказанием услуг в отношении Услуг по данному Договору, при этом Единый комбинированный лимит должен составлять сумму не меньше, чем большая из двух сумм: 20 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой Исполнителя, которые предоставляются ведущими международными страховыми брокерами и страховщиками («Страховки Исполнителя»).</p>
<p>9.5. The Contractor is liable for damages caused to the engine any equipment thereof while being in its custody, excepting cases of willful misconduct and gross negligence of the Customer.</p>	<p>9.5 Исполнитель несет ответственность за сохранность двигателя и любого его оборудования в течение всего времени, пока они находятся в распоряжении Исполнителя, за исключением ущерба по причине грубой халатности или умысла со стороны Заказчика.</p>
<p>9.6 If there is a material breach of the obligations stipulated in the Contract by Contractor and/or the conditions and warranties against the Contract are not met for any reason attributable to Contractor then Contractor (as referred to in the applicable contract) shall pay to the Customer liquidated damages at 20 % from the value of such outstanding liability. Customer has the right to set off the amount of liquidated damages from the amounts due to the Contractor when effecting payment. Customer reserves the right pursue any other remedy with respect to the Contract. If the obligation to pay liquidated damages under this Clause is or becomes void or unenforceable (either in whole or in part) for any reason, then Customer will, to the extent of the voidness or unenforceability, be entitled to claim unliquidated damages at law</p>	<p>9.6 В случае нарушения Исполнителем существенных обязательств и/или заверений и гарантий по Договору, данных Исполнителем, Исполнитель уплатит Заказчику заранее оцененные убытки в размере 20% от величины таких неисполненных обязательств. При этом Заказчик вправе вычесть сумму заранее оцененных убытков из причитающихся уплате Исполнителем по договору. Если обязательство возместить заранее оцененные убытки в соответствии с настоящим пунктом является или становится недействительным или не подлежащим принудительному исполнению (полностью или частично) по какому-либо основанию, то Заказчик вправе (в пределах, в которых обязательство является недействительным или не подлежащим</p>

<p>in relation to any relevant delay or other matter which would otherwise have been the subject of the liquidated damages and subject to the same liability limits as would have been applicable to such liquidated damages in accordance with this clause.</p> <p>The liquidated damages payable under Clause represent (1) a fair, reasonable and proportionate calculation of Customer damages and legitimate business interests lost in connection with this Contract, are not exorbitant, extravagant, unconscionable; and (2) will be a debt due and payable from Contractor to Customer.</p>	<p>принудительному исполнению) требовать заранее оцененные убытки по закону в отношении соответствующей задержки или другого обстоятельства, которое в ином случае было бы предметом заранее оцененных убытков, при условии, что ответственность Исполнителя по таким заранее оцененным убыткам в любом случае не будет превышать сумму заранее оцененных убытков в соответствии с настоящим пунктом.</p> <p>Заранее оцененные убытки, уплачиваемые по настоящему пункту, представляют собой (1) справедливый, обоснованный и пропорциональный расчет в отношении убытков и ущерба законным деловым интересам Заказчика в связи с настоящим Договором и не являются необоснованными, непомерными, чрезмерно большими, и (2) будут считаться долгом, причитающимся и подлежащим уплате в пользу Заказчика.</p>
<p>10. Jurisdiction and Applicable Law</p> <p>10.1 This Contract and any non-contractual obligations arising out of or in connection therewith, shall be exclusively governed by and construed in accordance with English law.</p> <p>10.2 If any dispute or difference arising out of or in connection with this Contract (including any question regarding its existence, breach, termination or validity or any non-contractual obligations arising out of or in connection with this Contract) ("Dispute") arises between the Parties under or in connection with the Contract, either Party may give notice thereof to the other Party along with reasonable particulars of the Dispute. The Parties will use reasonable endeavors to resolve all disputes or differences which may arise out of or in connection with the Contract by way of negotiations. If the Parties fail to resolve any Dispute within sixty (60) calendar days of the notice of Dispute, either Party may by notice to the other Party require the Dispute to be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall</p>	<p>10. Подсудность и применимое право</p> <p>10.1 Настоящий Договор и возникающие из или в связи с ним внедоговорные обязательства исключительно регулируются и толкуются в соответствии с правом Англии.</p> <p>10.2 Если какой-либо спор или разногласие возникшее, или в связи с настоящим Договором (включая любой вопрос в отношении его действительности, нарушения, прекращения или действия, или любых других не договорных обязательств, возникающих из или в связи с настоящим Договором) («Спор») возникает между Сторонами из или в связи с Договором любая из Сторон может путем предоставления уведомления уведомить об этом другую Сторону с разумными подробностями Спора. Стороны будут использовать разумные усилия для разрешения всех споров или разногласий, которые могут возникнуть из или в связи с Договором путем переговоров. Если Стороны не разрешат любой Спор в течении шестидесяти (60) календарных дней после уведомления о Сопоре, любая из Сторон может путем</p>

<p>be three. Customer shall nominate one arbitrator and Contract shall nominate one arbitrator, and the two arbitrators so nominated (once appointed) shall agree on and nominate a third arbitrator, who shall serve as the presiding arbitrator. In the event that Contractor or Customer fails to nominate an arbitrator within the time limits specified in the LCIA Rules, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that the two arbitrators fail to nominate a third arbitrator, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that both Contractor and Customer fail to nominate an arbitrator within the time limits specified in the LCIA Rules, all three arbitrators shall be nominated and appointed by the LCIA Court. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The arbitrators shall have the power to make orders as to costs.</p>	<p>уведомления другой Стороны потребовать, что бы такой Спор был передан и окончательно разрешен в соответствии с Правилами Международного Лондонского арбитражного суда, которые считаются включёнными в данный пункт посредством ссылки. Количество арбитров должно быть три. Заказчик должен назначить одного арбитра и Исполнитель должен назначить одного арбитра, и эти два арбитра должны назначить (утвердить) и должны согласовать и утвердить третьего арбитра, который должен выступать в качестве председательствующего арбитра. В случае, когда Исполнитель или Заказчик не может назначить арбитра в установленные сроки, предусмотренные Правилами Международного Лондонского арбитражного суда, такой арбитр должен быть назначен и утвержден Международным Лондонским арбитражным судом. В случае, когда два арбитра не могут назначить третьего арбитра в установленные сроки, такой арбитр должен быть назначен и утверждён Международным Лондонским арбитражным судом. В случае, когда оба и Исполнитель, или Заказчик не смогли назначить арбитров в установленные сроки, предусмотренные Правилами Международного Лондонского арбитражного суда, все три арбитра должны быть назначены и утверждены Международным Лондонским арбитражным судом. Место рассмотрения арбитража должно быть Лондон, Англия. Язык арбитражного процесса должен быть английский. Арбитры должны иметь право принимать решение в отношении расходов.</p>
<p><u>11. Validity</u></p> <p>11.1. This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties and valid till 31.12.2021. This contract shall remain valid</p>	<p>11. Действие договора</p> <p>11.1 Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор вступает в силу, будучи подписан</p>

<p>to cover warranty obligations after that period.</p> <p>11.2. The Parties may at any time terminate this Contract by a 90 days' prior written notice. Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p> <p>11.3. The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p>11.4. Should any provision thereof become illegal und unenforceable due to change of legislation, this shall not cause illegality or unenforceability of the entire contract. In such case such provision shall be deemed as excluded from this contract. Should any definition or a word used herein come out of use or lose meaning (e.g. abolition of an authority referred to), its legal successor or most suitable synonym shall automatically exclude such obsolete word in the text hereof.</p> <p>11.5. At least on the date when this Contract is signed the Contractor shall provide the Customer with information in respect to all of its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to the composition of executive bodies according to the form of the Appendix No. 1 to the Contract, along with the confirming documents presented. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or in the</p>	<p>уполномоченными лицами обеих Сторон и действует до 31.12.2021. Договор сохраняет своё действие для охвата согласованных гарантийных обязательств, превышающий этот срок.</p> <p>11.2 Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 90 дней. Любое обязательство, не выполненное на время расторжение настоящего договора, должно быть выполнено в течение 30 рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.</p> <p>11.3 Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях, посредством официальных писем. Дополнений договора в таких случаях требоваться не будет.</p> <p>11.4. Если какое-либо положение настоящего договора станет незаконным или неисполнимым вследствие изменения законодательства, это не повлечёт за собой незаконности или неисполнимости всего договора. В таком случае такое положение будет считаться удалённым из договора. Если какое-либо из определений или слов, употреблённых в настоящем договоре, будет выведено из оборота или потеряет смысл (к примеру, при упразднении упомянутого органа), то его законный правопреемник или наиболее подходящий синоним автоматически заменит такое устаревшее слово в тексте договора.</p> <p>11.5. Не позднее даты подписания настоящего договора Исполнитель обязан представить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения № 1 к договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке</p>
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<p>composition of executive bodies of the Contractor, the latter shall immediately inform about them to the Customer with the confirming documents attached. In case the obligations hereunder are violated or execution thereof is waived, the Customer shall be entitled to waive the Contract (terminate the Contract) unilaterally and within the extrajudicial procedure, having notified thereabout to the Contractor three Days prior to the date of termination.</p>	<p>собственников, в том числе конечных бенефициаров, или в составе исполнительных органов Исполнителя, последний обязан незамедлительно уведомлять об этом Заказчика с приложением подтверждающих документов. В случае нарушения обязательств по данному пункту или отказа от их выполнения Покупатель Заказчик вправе в одностороннем внесудебном порядке отказаться от настоящего договора (расторгнуть договор), уведомив об этом Продавца за 3 дня до даты расторжения.</p>
<p>11.6. The Contractor shall, (1) on the execution date, and (2) in each calendar year during the term of this Contract, 5 (five) calendar days prior to the date when the first payment by the Buyer falls due provide to the Buyer (i) a letter confirming that that the Contractor is the beneficial owner of the income that the Contractor receives under this Agreement, and (ii) a certificate confirming the Contractor's tax residency in the state of its registration issued by the tax authorities in a form, suitable to claim, where applicable, the benefits under any Treaty on Avoidance of Double Taxation between Russia and the country of the Contractor's registration. These documents shall be sent to address: Pilotov Street 18/4 Saint-Petersburg, 196210 Russian Federation.</p>	<p>11.6. Исполнитель обязуется (1) в день исполнения и (2) каждый календарный год в течение срока действия настоящего Контракта за 5 (пять) календарных дней до даты наступления срока первого платежа Заказчиком предоставить Заказчику (i) письмо, подтверждающее, что Исполнитель является бенефициарным владельцем дохода, получаемого Исполнителем по настоящему Соглашению, и (ii) сертификат, подтверждающий налоговое резидентство Исполнителя в государстве регистрации, выданный налоговыми органами в форме, удобной для требования, где это применимо, льгот по любому Соглашению об избежании двойного налогообложения между Россией и страной регистрации Исполнителя. Эти документы должны быть направлены на следующий адрес: Российская Федерация, г. Санкт-Петербург, ул. Пилотов, д. 18 к.4.</p>
<p>11.7. In case of any discrepancy between the Russian and English portions of this Contract, the English portion shall prevail.</p>	<p>11.7. В случае любого несоответствия между русской и английской частями настоящего Договора английская часть имеет преимущественную силу.</p>
<p>11.8 If the Contractor does not meet terms and conditions of the Contract and/or breaches essential terms of the Contract more than one time Customer is entitled to terminate the Contract unilaterally and without any judicial procedures. The Contract is deemed to be terminated from the date of receipt by the Contractor of a written notice of termination</p>	<p>11.8 В случае несоблюдения и/или неоднократного нарушения Исполнителем существенных условий договора, договор может быть расторгнут Заказчиком в одностороннем внесудебном порядке. В этом случае договор считается расторгнутым с момента получения Исполнителем соответствующего уведомления.</p>

<p>11.9 Any changes to the essential terms of the contract (on the subject, scope, lead time) during the period of its validity on the initiative of the contractor are not allowed.</p> <p>In the event of a unilateral change by the contractor of the essential terms of the contract, Customer has the right to charge for liquidated damages, and the contractor is obliged to pay such liquidated damages.</p>	<p>11.9 Изменение существенных условий договора (о предмете, объеме, сроках) в период его действия по инициативе исполнителя не допускается.</p> <p>В случае одностороннего изменения исполнителем существенных условий договора заказчик вправе взыскать заранее оцененные убытки, а исполнитель обязан оплатить убытки в размере, предусмотренном договором.</p>
<p>12. Anti-corruption clause</p> <p>12.1. 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. While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>12.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in the clause 12.1, the corresponding Party shall notify the other Party in writing.</p> <p>12.3. 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 the clause 12.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as</p>	<p>12. Анतिकоррупционная оговорка</p> <p>12.1 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. При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>12.2 В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 12.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме.</p> <p>12.3 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 12.1 другой Стороной, её работниками, выражающееся в</p>

<p>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 thirty (30) calendar days from the date of receipt of the written notification. In case of violation by any Party of its obligations to refrain from any actions specified in paragraph 12.1, 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 thirty (30) 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 thirty (30) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.</p>	<p>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. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 12.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцати) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p>
<p>13. Legal and bank details</p> <p>Customer's address "Rossiya Airlines" JSC, Russian Federation, Saint-Petersburg, Pilotov street, 18/4, 196210 E-mail: contractTD@rossiya-airlines.com</p> <p><u>Customer's bank details:</u> Address: 196210, St. Petersburg, Russia,</p>	<p>13. Адреса и банковские реквизиты</p> <p>Адрес Заказчика: АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4 E-mail: contractTD@rossiya-airlines.com</p> <p><u>Банковские реквизиты Заказчика:</u> Наименование банка: SBERBANK</p>

Pilotov st. 18/4 Currency: USD Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST. PETERSBURG, RUSSIA SWIFT: SABRRUMM Transit account: № 40702840755001000096 Current account: № 40702840455000000096 Correspondent Bank: The Bank of New York Mellon, New York, NY SWIFT: IRVTUS3N Contractor's address Contractor's bank details	(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 Адрес Исполнителя: TBD Банковские реквизиты Исполнителя: TBD
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Подписи Сторон / Signature of the Parties

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

Имя:
Name: Yan Burg
Должность:
Title: Deputy Director General – Technical Director
Подпись:
Signature: _____
Дата:
Date: _____

**От имени _____
For and on behalf of _____**

Имя:
Name:
Должность:
Title:

Подпись:
Signature: _____
Дата:
Date: _____

Приложение 1 к Договору.
ФОРМА Информация о контрагенте

ФОРМА ПРЕДОСТАВЛЕНИЯ ИНФОРМАЦИИ																			
№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения / адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об исполнительном органе	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1												1.1							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												1.2							
												1.2.1							
												...							

Должность, инициалы, фамилия 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 организаций 1.1 (собственники второго уровня)

и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

От имени Заказчика:

От имени Исполнителя:

Appendix 1 to the CONTRACT
Contractor's Information

INFORMATION FORM																	
N o	Name of the counterpart					Agreement (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	taxpayer identification number	state registration number	name of the company	CEO name	CEO ID/ passport details	No. of Agreement and entering into force	Subject Matter of Agreement	Total Amount	Validity	Bank requisites and legal addresses	taxpayer identification number	state registration number (for organisations)	name of the owner/beneficiary	registration address	ID (passport details) for individuals	CEO/owner/shareholder/beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																	
2																	
3																	

Position, full name of the contractor's CEO _____
L.S. signature /date/

Note. The table shall contain the detailed information about the contractor's chain of ownership (founders/ shareholders; with respect to founders/ shareholders, which are legal entities, information on their founders, etc.), including the ultimate beneficiaries:

- 1.1, 1.2 – owners of the contractor under contract (first level owners);
1.1.2, 1.2.1, 1.2.2, etc. – owners of 1.1 entity (second level owners)
and further according to the similar chart up to the ultimate beneficiary (1.1.3.1)

On behalf of the Customer

On behalf of the Contractor

<p>1. Subject End of Lease Maintenance Service and Certification for Engine CFM56-5B engine serial number 779460.</p> <p>2. Workscope 1. End of Lease Maintenance check of CFM56-5B engine with serial number 779460 as specified in Table 2. 2. Test cell run; 3. Preservation of the engine for period up to 365 days; 4. Full gas path video borescope inspection (including inspection of 360 Deg. LPT Stg.1 nozzles) 5. Oil SOAP analysis 6. Certification with FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement. 7. Additional Services as may be required due to performance of the End of Lease Maintenance Service.</p> <p>3. The schedule of the performance of works The TAT shall be 15 calendar days to perform the scope of the works as set forth above. The TAT may be changed by mutual agreement between the Parties (by email).</p> <p>4. Delivery place of the services Contractor's shop facility at _____.</p> <p>5. Prices 5.1. Fixed Price shall not to exceed _____. 5.2. The Fixed Price shall include the following labor and materials for Engine Maintenance Service:</p> <ul style="list-style-type: none"> • Labor cost for Maintenance Service, as specified in Workscope; • Any expenses related to the materials (consumables/expendables, repair 	<p>1. Предмет Техническое обслуживание и сертификация двигателя CFM56-5B с серийным номером 779460 после окончания аренды</p> <p>2. Объем работ 1. Техническое обслуживание двигателя CFM56-5B с серийным номером 779460 после окончания аренды в соответствии со списком работ, указанных в Таблице 2; 2. Тестирование двигателя на стенде; 3. Консервация двигателя на срок до 365 дней; 4. Полный визуально-оптический осмотр двигателя с записью видео (включая осмотр сопловых лопаток ТНД); 5. Анализ масла 6. Сертификация с выпуском FAA 8130-3 и EASA Form One сертификата годности двигателя к эксплуатации. 7. Дополнительные услуги, которые могут потребоваться в связи с выполнением Технического обслуживания двигателя после окончания аренды.</p> <p>3. Срок выполнения работ Срок оказания услуг (ТАТ), описанных выше, составляет 15 календарных дней. Срок может быть изменен по согласованию сторон (по электронной почте).</p> <p>4. Место оказания услуг Место выполнения работ Исполнителем в _____.</p> <p>5. Стоимость работ 5.1. Фиксированная стоимость не превысит _____. 5.2. Фиксированная стоимость включает следующие трудозатраты и материалы для обслуживания двигателя:</p> <ul style="list-style-type: none"> • Стоимость трудозатрат по техническому обслуживанию для заявленного объема работ; • Любые расходы, связанные с
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<p>materials etc.) required for accomplishment of declared Workscope.</p> <ul style="list-style-type: none"> • Any handling costs for materials supplied by maintenance repair organization for declared Workscope; • Any expenses related to the engineering support for the performance of all Maintenance Services; • Preparation of the engine for transportation including engine packing and unloading/loading from/on a truck; <p>5.3. Not to Exceed Price for the additional works and material shall not to exceed _____.</p> <p>For avoidance of doubt the Not to Exceed Price for additional works and materials does not include costs for LLP provision.</p> <p>5.4. All additional works and materials are subject of prior notification of the Customer by email.</p> <p>5.5. The cost for additional works, cost for replacement parts, materials and associated handling costs for materials and services, above the Fixed price supplied by Contractor shall be invoiced refer to Time and Material Rates as per Table 1.</p> <p>6. Requirements for acceptance of work</p> <p>After completed Maintenance Service, the Contractor shall provide to the customer with reporting documentation in according to EASA requirements. Documentation shall include:</p> <ul style="list-style-type: none"> • certificate FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement. The 	<p>материалами (расходными материалами, материалами для ремонта и т.д.), необходимыми для выполнения заявленного объема работ.</p> <ul style="list-style-type: none"> • Любые затраты на транспортировку материалов, поставленных организацией по техническому ремонту для заявленного объема работ; • Любые расходы, связанные с инженерной поддержкой выполнения всех работ; • Подготовка двигателя к транспортировке, включая упаковку двигателя и разгрузку / погрузку на транспортные средства. <p>5.3. Предельная стоимость дополнительных работ и материалов не превысит_____.</p> <p>Во избежание сомнений, Предельная стоимость дополнительных работ и материалов не включает в себя затраты на предоставление LLP.</p> <p>5.4. Все дополнительные работы и материалы должны быть предварительно согласованы с заказчиком (по электронной почте).</p> <p>5.5. Стоимость дополнительных работ, стоимость запасных частей, материалов и связанных с ними затрат на транспортировку материалов и услуг сверх Фиксированной цены, предоставленной Подрядчиком, должна быть выставлена в счет-фактурах в соответствии с тарифами на время и материалы согласно Таблице 1.</p> <p>6. Требования к приемке выполненных работ</p> <p>После завершения технического обслуживания / ремонта Исполнитель должен предоставить пакет документации по обслуживанию двигателя в соответствии с требованиями EASA. Оригиналы документации должны включать:</p> <ul style="list-style-type: none"> - Сертификат о допуске к эксплуатации по форме FAA 8130-3 и EASA Form One,
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<p>certificate shall state the reason for the engine removal “Engine removed in serviceable condition”.</p> <ul style="list-style-type: none"> • Test Cell Report per ESM 72-00-00, which shows all Engine parameters at Hot Day Take-off; • Engine BSI report with video; • Oil SOAP analysis • Engine preservation documentation • End of Lease Maintenance Check list <p>7. Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p> <p>The warranty applies only to malfunctions associated with the performed maintenance services, found within 6 months after the engine is put into operation.</p>	<p>содержащим отметку о двойном допуске в соответствии с требованиями FAA/EASA. Данный сертификат должен содержать ремарку о причине снятия двигателя “снят в исправном состоянии”.</p> <ul style="list-style-type: none"> • Test Cell Report per ESM 72-00-00, which shows all Engine parameters at Hot Day Take-off; • Engine BSI report with video; • Oil SOAP analysis • Engine preservation documentation • End of Lease Maintenance Check list <p>7. Требования к сроку и объему предоставления гарантии качества товара, работы, услуги</p> <p>Гарантия распространяется только на неисправности, связанные с проведенным техническим обслуживанием, обнаруженные в течение 6 месяцев после ввода двигателя в эксплуатацию.</p>
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Table 1 / Таблица 1 - Time and Material Rates /Ставки на основе затрат и времени

Labor Man-Hour Rate / Ставка за 1 человеко-час	USD
Engineering Man-Hour rate / ставка за 1 человеко-час инжиниринга	USD
Mark up on material / Сервисный сбор за обработку на поставку материала	%
Subcontracted services mark up / Сервисный сбор Субподрядные услуги	%
Handling Fee for Customer furnished materials per item / Сервисный сбор за обработку на поставку материалов Заказчиком за единицу	%

Table 2 / Таблица 2 - End of Lease Maintenance Checks

#	Task Number	Description	Threshold interval	AMM reference	Performed (sign & date)
1	200435-01-1	Fan compartment Detailed inspection of EWIS in the fan and accessory gear box (EWIS)	I: 24 MO	249200-220-001	
2	ZL-435-01-1	Fan and accessory gear box General visual inspection of fan and accessory gear box (EWIS)	I: 12 MO	052430-200-002	
3	200453-01-1	Core compartment Detailed inspection of EWIS installed in the hot section	I: 24 MO	249200-220-004	

		(EWIS)			
4	ZL-453-01-1	Hot section General visual inspection of hot section (EWIS)	I: 24 MO	052450-200-002	
5	712111-01-1	Forward engine mount Detailed inspection of forward engine mount installation	T: 2200 FC OR 4500 FH I: 2200 FC OR 4500 FH	712111-210-040	
6	712111-05-4	Forward engine mount Special detailed inspection (TC) of forward engine mount pylon bolts	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712111-210-803	
7	712112-01-1	Forward engine mount Special detailed inspection (endoscope) of forward engine mount link lugs	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712112-200-803	
8	712211-03-1	Aft engine mount Detailed inspection of aft engine mount installation	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712211-210-042	
9	712211-05-1	Aft engine mount Special detailed inspection (TC) of aft engine mount pylon bolts	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712211-210-803	
10	712212-01-1	Aft engine mount Special detailed inspection (endoscope) of aft engine mount link lugs	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712212-210-802	
11	712213-01-1	Aft engine mount Special detailed inspection (endoscope) of aft engine mount pins	T: 7500 FC OR 15000 FH I: 7500 FC OR 15000 FH	712211-210-802	
12	722000-C1-1	Fan section detailed inspection of engine inlet, fan blades, fan outlet and abradable material	2000 FC OR 24 MO	722300-210-003	

13	722000-C3-1	Fan section detailed inspection and relubrication of fan blade dovetails, midspan shrouds, retainers, spacers, dampers and fan disc dovetail slots preparation: fan blades removed;	1600 FC OR 36 MO	722100-210-004	
14	724000-C1-1	Combustion section borescope inspection of combustion chamber liners, dome areas, HPT nozzle vanes and shrouds (as far as visible through two opposite ports)	1600 FC OR 36 MO	724100-290-001	
15	725000-C1-3	Turbine section borescope inspection of HPT blades (from the front and the rear)	1600 FC OR 36 MO	725200-290-001	
16	725000-C6-1	Turbine section surveillance inspection of turbine frame aft engine mount lugs note: task to be performed at opportunity of engine shop visit; preparation: engine removed;	I: 36000 FH NOTE	712212-210-001	
17	730000-C4-1	Engine fuel and control remove, inspect and replace fuel filter element	4000 FH OR 36 MO	731110-920-001 SIL 73-024	
18	792000-C4-2	Distribution remove and discard supply filter	4000 FH OR 36 MO	792110-920-002	
19	792000-C7-1	Distribution check of FWD sump, AFT Sump, AGB, and TGB scavenge screens	4000 FH OR 36 MO	790000-281-003	
20	792000-C8-1	Distribution check master magnetic chip detector for particles	1000 FH OR 12 MO	790000-281-002	
21	792000-C9-1	Distribution operational check of the master chip detector remote indication	3000 FH OR 36 MO	790000-200-001	

Подписи Сторон / Signature of the Parties

От имени АО «Авиакомпания
«Россия»:

От имени _____
For and on behalf of _____

**For and on behalf of “Rossiya airlines”
JSC**

Имя:

Name: Yan Burg

Должность:

Title: Deputy Director General – Technical
Director

Подпись:

Signature: _____

Дата:

Date: _____

Имя:

Name:

Должность:

Title:

Подпись:

Signature: _____

Дата:

Date: _____