

Approval date

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| 17 | 08 | 2021 |
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Procurement Documentation

Public request for price selection not in electronic form

| | | | | |
|---|--|---|----|----------------|
| Requests receiving place | | Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/ | | |
| Date for the requests receiving commencement | | 17 | 08 | 2021 |
| Date and time for the request receiving completion | | 01 | 09 | 2021 10:00 MSK |
| Date for examination of procurement bidder proposals and summarizing of results | | Date for examination of procurement bidder proposals 03.09. 2021 | | |
| | | Date for summarizing of results 03.09. 2021 | | |
| | | | | |
| Commencement date for providing clarifications on procurement documentation | | | 17 | 08 2021 |
| Completion date for providing clarifications on procurement documents | | | 26 | 08 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 | Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type | | | |
| Number of lots | 1 | | | |

| Lot № 1 | | | | | |
|---|----------|--|----------------------|--------------------------|-------------------------|
| Name of the Subject-Matter of the Agreement (lot) | | Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type | | | |
| Initial (maximum) price of the agreement (lot) | Currency | Quantity (Scope) | Units of Measurement | Classification by OKVED2 | Classification by OKPD2 |
| 12 390,00 | USD | 1 | conditional unit. | 74.9 | 74.90.2 |

| | |
|---|--|
| Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services | Address: Pilotov str.,18/4,Saint-Petersburg, Russia |
| Term and Payment Procedure for Goods (Work. Service) | Payment of 100% of the cost is made by the Customer within 30 (thirty) calendar days after the fulfilment of the obligations by the Contractor. |
| Request Security (amount) | "Not applicable" |
| Right of the Procurement Bidder to submit a draft of counter-agreement | Applicable. The bidder has the right to submit a draft of counter-agreement in compliance with all mandatory conditions specified in the procurement documentation |

Assessment and Comparing Criteria of Quotes

| Lot No 1 | |
|--|--|
| Name of Criterion 1 | Contract's price |
| Points Calculation Procedure for Criterion 1 | The bid for participation in the procurement procedure that meets all the requirements set forth in the procurement documentation and contains the lowest price offer shall be assigned the first number |

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.

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. 44-FZ 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 waive 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 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

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| Request for Participation¹ In the Procurement Procedure: |
| <i>(state the name of the procurement procedure, procedure number if necessary lot number)</i> |
| 1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services) |
| <i>(state full name of legal entity/last name, first name, patronymic of individual)</i> |
| Registered at the following address: |
| <i>(state place of location address of legal entity/place of residence of individual)</i> |
| proposes to conclude the agreement for |
| <i>(state the subject-matter of the agreement)</i> |
| In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection |
| Quote: |
| <p>1. The contract price will be _____ excluding VAT.</p> <p>The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.</p> |
| 2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us: |
| Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities) |
| Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes; |
| No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs". |
| 3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it. |

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

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| <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> <p>11.3. The Contractor must have EASA Part 21J certificate.</p> <p>11.4. The Contractor shall be a holder of the STC Approval referring to the Documentation.</p> <p>11.5. Since this is a Documentation for the Customer's foreign-registered commercial aircraft, it must comply with international EASA requirements and regulations; hence, the State standards of the Russian Federation are not applicable.</p> <p>11.6. Documentation package must be approved by Federal Air Transport Agency Russian Federation (FATA).</p> | | |
| According to the list on | | pages |
| Principal | | |
| | | (signature) |
| | | (state initials, last name) |
| SEAL | | |
| Date of issuance | | |
| | | (DD) (MM) (YYYY) |

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

Appendix 2
to Procurement Documentation

| | |
|---|---|
| BIDDER QUESTIONNAIRE FORM² Procurement Procedure | |
| <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 _____ Included in the small and medium businesses ³ _____ | |

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

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

| | | |
|---|-----------------------------|---|
| 9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement. | | |
| Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i> | | |
| This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form. | | |
| Principal <i>(title of the Principal)</i> | _____ <i>(signature)</i> | _____ <i>(state initials, last name)</i> |
| Date of Issuance | _____ <i>(DD)</i> | _____ <i>(MM)</i> |
| | | _____ <i>(YYYY)</i> |

Terms of Reference

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| No | Subject-matter of the procurement | Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Nomenclature, description of products (work, service) | Units of Measurement | Quantity | Units of Measurement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type. (the Documentation) <table><tr><td>AC TYPE</td><td>MSN</td><td>REGISTRATION NO.</td></tr><tr><td>A319</td><td>1488</td><td>VQ-BAR</td></tr><tr><td>A319</td><td>1560</td><td>VQ-BAQ</td></tr><tr><td>A319</td><td>1743</td><td>VQ-BAV</td></tr><tr><td>A319</td><td>1761</td><td>VP-BIT</td></tr><tr><td>A319</td><td>1851</td><td>VQ-BAU</td></tr><tr><td>A319</td><td>1863</td><td>VQ-BAS</td></tr><tr><td>A319</td><td>1876</td><td>VQ-BAT</td></tr><tr><td>A319</td><td>1890</td><td>VP-BIQ</td></tr><tr><td>A319</td><td>2465</td><td>VQ-BOX</td></tr><tr><td>A319</td><td>2241</td><td>VP-BNJ</td></tr><tr><td>A319</td><td>3794</td><td>VQ-BBA</td></tr><tr><td>A319</td><td>3942</td><td>VQ-BCO</td></tr><tr><td>A319</td><td>3998</td><td>VQ-BCP</td></tr><tr><td>A319</td><td>2093</td><td>VP-BWG</td></tr><tr><td>A319</td><td>2179</td><td>VP-BWJ</td></tr><tr><td>A320</td><td>2151</td><td>VP-BWH</td></tr><tr><td>A320</td><td>2163</td><td>VP-BWI</td></tr><tr><td>A320</td><td>3640</td><td>VP-BZR</td></tr><tr><td>A320</td><td>3627</td><td>VP-BZQ</td></tr></table> | AC TYPE | MSN | REGISTRATION NO. | A319 | 1488 | VQ-BAR | A319 | 1560 | VQ-BAQ | A319 | 1743 | VQ-BAV | A319 | 1761 | VP-BIT | A319 | 1851 | VQ-BAU | A319 | 1863 | VQ-BAS | A319 | 1876 | VQ-BAT | A319 | 1890 | VP-BIQ | A319 | 2465 | VQ-BOX | A319 | 2241 | VP-BNJ | A319 | 3794 | VQ-BBA | A319 | 3942 | VQ-BCO | A319 | 3998 | VQ-BCP | A319 | 2093 | VP-BWG | A319 | 2179 | VP-BWJ | A320 | 2151 | VP-BWH | A320 | 2163 | VP-BWI | A320 | 3640 | VP-BZR | A320 | 3627 | VP-BZQ | conditional unit | 1 | No |
| | | AC TYPE | MSN | REGISTRATION NO. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1488 | VQ-BAR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | A319 | 1743 | VQ-BAV | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1761 | VP-BIT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1851 | VQ-BAU | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1863 | VQ-BAS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1876 | VQ-BAT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 1890 | VP-BIQ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 2465 | VQ-BOX | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 2241 | VP-BNJ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 3794 | VQ-BBA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A319 | 3942 | VQ-BCO | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | A320 | 2151 | VP-BWH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | A320 | 2163 | VP-BWI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5 | Requirements for acceptance of goods, work, service | <p>5.1. The Contractor shall provide the Documentation package including, but not limited to:</p> <ul style="list-style-type: none"> - Modification/Repair Approval in accordance with EASA requirements - Master Data List - Drawing - Service Bulletin/Engineering Order <p>5.2. Requirements for the content of the documentation package:</p> <ul style="list-style-type: none"> - Service Bulletin / Engineering Order, which must contain the following information: - Required special tool; - Required spare parts; - Step-by-step instructions for performing work, with fields for signature and stamp of completion; - Instructions for flight attendants, if required; - Instructions for bringing the aircraft to its original state (Demodification) must be supplied with a separate Engineering Order. - Related documentation (listed in clause 5.3) - FATA validation (needs additional confirmation from Customer) <p>5.3. Related documentation.</p> <ul style="list-style-type: none"> - Documents affected by the modification (AMM Supplement, IPC Supplement, Weight and Balance report, ELA Electrical Load Analysis, flight documentation (if required), etc.) <p>5.4. FATA validation. If due to time limits for the examination of the applications by FATA, the Documentation approval could not be issued on or before 01 October 2021, the parties agree on required reasonable extension which shall not exceed 6 (six) months from the date of Documentation package delivery .</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 | <p>6.1. The Contractor must have EASA Part 21J certificate.</p> <p>6.2. The Contractor shall be a holder of the STC Approval referring to the Documentation.</p> <p>6.3. Since this is a Documentation for the Customer's foreign-registered commercial aircraft, it must comply with international EASA requirements and regulations; hence, the State standards of the Russian Federation are not applicable.</p> <p>6.4. Documentation package must be approved by Federal Air Transport Agency Russian Federation (FATA)</p> |

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| | 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 | |
| 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. | The Contractor's proposal price shall be splitted to: - Development and approval of the Documentation; - Validation of the Documentation in the Federal Air Transport Agency of Russian Federation (price of FATA approval shall be indicated at minimum and maximum). |
| 8 | Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service | All errors and inaccuracies in the documentation developed and approved under this modification, which shall have been revealed by the Customer and/or aviation authorities despite of the acceptance of the documentation by the Customer, shall be corrected by the Contractor within the timing reasonably requested by the Customer and without any additional charge to the Customer. |
| 9 | Other necessary information or additional requirements | <p>9.1. The Contractor has the right to provide its own draft of contract provided it complies with all mandatory conditions as expressly stated in the Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.</p> <p>9.2. The Contractor shall provide an EASA Part 21 Subpart J certificate when submitting an application for participation in the procurement procedure.</p> <p>9.3. List of part numbers of the ovens and kitchens, installed on the aircraft, as well as the numbers of the corresponding CMM is given in Table 1.</p> |

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Table 1

List of part numbers of the ovens and kitchens, installed on the aircraft

| Model | Registration | MSN | GALLEY | Galley P/N | Galley CMM | OVEN P/N | OVEN CMM |
|-------|--------------|------|----------|-----------------|------------|-----------------|----------|
| A319 | VQ-BAR | 1488 | GALLEY 1 | (Ctrl) + J1GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAQ | 1560 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAV | 1743 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BIT | 1761 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAU | 1851 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAS | 1863 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAT | 1876 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BIQ | 1890 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BOX | 2465 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BNJ | 2241 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BBA | 3794 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VQ-BCO | 3942 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VQ-BCP | 3998 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VP-BWG | 2093 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A319 | VP-BWJ | 2179 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BWH | 2151 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BWI | 2163 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BZR | 3640 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A320 | VP-BZQ | 3627 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |

Appendix 4
to Procurement Documentation

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| <p style="text-align: center;">Contract № _____</p> <p>Saint-Petersburg " _____ " _____ 2021</p> <p>_____ with headquarters _____</p> <p>hereinafter referred to as Contractor; and</p> <p>Rossiya airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Buyer</p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p> | <p style="text-align: center;">Договор № _____</p> <p>г. Санкт-Петербург " _____ " _____ 2021</p> <p>_____, с основным местоположением _____</p> <p>здесь и далее называемое Исполнитель, и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик;</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p> |
| <p>1. Subject of the Contract</p> <p>1.1. Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type in accordance with Appendix № 2 being an integral part of the Contract.</p> | <p>1. Предмет договора</p> <p>1.1. Разработка и одобрение документации для деактивации системы подачи воды к печкам на 19 ВС типа AIRBUS A319/A320в соответствии с Приложением № 2, являющимся неотъемлемой частью настоящего Договора.</p> |
| <p>2. Delivery and Lead Time.</p> <p>2.1. Terms, conditions and directions of delivery are indicated in the Appendix № 2 attached to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Contractor shall deliver services in terms indicated in the Appendix № 2 attached to this Contract. Any delays in such periods, provided no force majeure as per article 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties indicated in clause 3.6.</p> <p>2.3. Services shall be delivered with Sales Invoice shall contain (where applicable): description, unit cost and total cost,</p> | <p>2. Доставка и срок исполнения.</p> <p>2.1. Условия, сроки и направления поставки указаны в Приложении № 2; которые могут быть изменены по письменному согласию Сторон.</p> <p>2.2. Исполнитель будет предоставлять услуги в сроки, определённые в Приложении № 2 к настоящему Договору или в иные согласованные сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов, указанных в п. 3.6.</p> <p>2.3. Услуги будут поставляться с Коммерческим счетом, который должен содержать (где применимо): описание, стоимость за единицу продукции и</p> |

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| reference to the Contract, terms of payment. | общую стоимость, ссылку на договор, условия оплаты. |
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| <p>3. Terms, conditions and Procedure of Payment.</p> <p>3.1. The form of payment is non-cash payment, bank transfer. The currency of this agreement_____.</p> <p>3.2. Terms and order of payment: NET30. Payment by the Buyer 100% of the value within 30 days after the performance of the obligations by the Contractor. The invoice for payment should be sent by Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment date (if applicable) If Contractor fails to provide invoices in time, payment date shall be rescheduled for such period.</p> <p>3.3. Same procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the Appendix № 2.</p> <p>3.4. All taxes, custom charges and duties levied on the territory of the Contractor's country shall be borne by the Contractor. All taxes, custom charges and duties levied on the territory of the Buyer's country shall be borne by the Buyer, except otherwise has been agreed for delivery conditions in the Appendix № 2.</p> <p>3.5. The parties agreed to accept the order of expenses on banking operations as SHA (SHArEd). The payer (sender of the payment) will pay all fees charged by the sending bank. The payee (recipient of the payment) will pay all fees charged by the receiving bank. The recipient will receive the payment minus any and all correspondent/intermediary fees.</p> <p>3.6. In case of delay in delivery of Services the Contractor shall pay the Buyer penalty</p> | <p>3. Форма, сроки и порядок оплаты</p> <p>3.1. Формой оплаты является безналичный расчет, банковский перевод. Валюта настоящего договора_____.</p> <p>3.2. Сроки и порядок оплаты: Оплата Заказчиком 100% стоимости в течение 30 дней после исполнения обязательств Исполнителем. Счета на оплату должны быть направлены Исполнителем на адрес: <u>amd9@rossiya-airlines.com</u>. Без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3. Подобный порядок будет применяться для всех платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано. В случае изменений условий оплаты, такие условия должны быть определены в Приложении № 2.</p> <p>3.4. Все налоги, таможенные пошлины и сборы на территории страны Исполнителя оплачиваются Исполнителем. Все налоги, таможенные пошлины и сборы на территории страны Заказчика оплачиваются Заказчиком, если иное отдельно не оговорено в условиях поставки в Приложении № 2.</p> <p>3.5. Стороны согласились принять порядок разделения банковских расходов как SHA (SHArEd). Это означает, что плательщик (отправитель платежа) должен оплатить все сборы, взимаемые банком-отправителем платежа; получатель (получатель платежа) должен оплатить все сборы, взимаемые банком-получателем. Получатель принимает платеж за вычетом всех промежуточных сборов/сборов банков- корреспондентов.</p> <p>3.6. В случае превышения, сроков поставки Услуг Исполнитель должен выплатить штраф в размере 0.1% от</p> |
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| <p>at the rate of 0.1% of cost of delayed Services for each day of such delay till the date of actual Services delivery.</p> <p>In case of exceeding the delivery time by the Contractor indicated in the Appendix № 2 to the Contract for more then 20 (twenty) working days, the Buyer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Buyer, the Contractor should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> - return to the Buyer the funds paid in accordance with clause 3.3. of the Contract; - pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Contractor, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery (if applicable). <p>3.7. Buyer may, subject to consent of the Contractor, amend the scope during execution hereof, not higher than 20% of aggregate quantity of services set forth herein, in case of a change in demand in services that are subject of the Contract; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of Contract will change accordingly.</p> <p>In the case of an increase in the total amount of the contract, it is necessary to conclude an amendment to the Contract on increasing the total amount of the contract specified in clause 3.8.</p> | <p>стоимости задержанных Услуг за каждый день такой просрочки до дня фактической поставки Услуг.</p> <p>В случае превышения Исполнителем сроков поставки, обозначенных в Приложении № 2 к настоящему Договору на срок более 20 (двадцати) рабочих дней Заказчик имеет право в одностороннем порядке отменить размещенный Заказ и / или расторгнуть Договор. В соответствии с условиями оплаты Заказчика Исполнитель должен в течение 10 (десяти) банковских дней с даты получения уведомления Заказчика о таком невыполнении:</p> <ul style="list-style-type: none"> - возратить Заказчику перечисленные им в соответствии с п.3.3. настоящего Договора денежные средства; - уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика, с ограничением в 10% соответствующей задержанной поставки (если применимо). <p>3.7. Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором услуг при изменении потребности в услугах, на поставку, выполнение, на оказание которых заключен Договор, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных Договором, но связанных с такими работами, услугами, предусмотренными Договором. Стоимость Договора в этом случае изменяется пропорционально.</p> <p>В случае увеличения стоимости договора необходимо заключить дополнительное соглашение к Договору с увеличением стоимости договора, указанной в п.3.8.</p> <p>3.8. Общая стоимость настоящего договора составляет _____</p> |
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| <p>3.8. The total amount of this Contact is _____ USD.</p> <p>3.9. FATA STC validation fees are estimated at USD per modification and subject to correction if there are any additional changes in the applicable regulations. The Buyer shall reimburse document supported costs of the Contractor due to payment of the FATA fees as relates to receipt of FATA approval. The payment shall be made within 30 (thirty) calendar days from the date the invoice and documentary evidence have been provided to the Buyer.</p> | <p>долларов США.</p> <p>3.9. Ожидаемый размер сборов за одобрение ФАВТ составляет долларов США за модификацию, но он может быть пересмотрен в зависимости от наличия дополнительных изменений в применимом законодательстве. Заказчик должен возместить документально подтверждённые расходы Исполнителя по уплате сборов ФАВТ, которые относятся к процедуре получения одобрения ФАВТ. Возмещение должно быть произведено в течение 30 (тридцати) календарных дней с даты выставления счёта и предоставления документального подтверждения расходов Заказчику.</p> |
| <p>4. Warranty</p> <p>4.1. All errors and inaccuracies in the documentation developed and approved under this modification, which shall have been revealed by the Customer and/or aviation authorities despite of the acceptance of the documentation by the Customer, shall be corrected by the Contractor within the timing reasonably requested by the Customer and without any additional charge to the Customer.</p> | <p>4. Гарантия</p> <p>4.1. Все ошибки и неточности в документации, разработанной и утвержденной в соответствии с настоящим изменением, которые должны быть выявлены Заказчиком и/или авиационными властями, несмотря на принятие документации Заказчиком, должны быть исправлены Исполнителем в разумно запрошенные Заказчиком сроки и без каких-либо дополнительных сборов с Заказчика.</p> |
| <p>5. Force Majeure</p> <p>1) None of the Parties will be liable for non-execution of its obligations under the Contract on time, provided that such non-execution has result from effect of force-majeure (further hereunder FM), i.e. extraordinary and unforeseeable circumstances which occur within the Contract's validity period, which are out of control of the affected Party (hereinafter the Affected party) and which could not be foreseen by it (including the flood, earthquake, volcano eruption and other natural disasters and military actions, blockades, import or export bans, law modifications). Fires and strikes shall be deemed as FM, unless they are caused by the faulty and/or negligent action/omission of the Affected party and/or persons controlled thereby (employees, contractors, consultants, etc.). Faults/suspensions in operation of the</p> | <p>5. Форс-Мажорные обстоятельства</p> <p>1) Ни одна из сторон не будет нести ответственность за невыполнение своих обязательств по договору в срок, если неисполнение будет являться следствием ОНС, то есть чрезвычайных и непредвиденных обстоятельств, возникающих в период действия договора, на которые затронутая ими сторона (далее – Затронутая сторона) не может реально воздействовать и которые она не могла реально предвидеть (в том числе наводнения, землетрясения, извержения вулкана и иные стихийные бедствия, войны и военные действия, блокады, запрещение импорта или экспорта, изменения законодательства). Пожары и забастовки признаются ОНС, если они не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или контролируемых ей лиц</p> |

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| <p>equipment and/or software as used by the Affected party, damage of communication lines and/or means shall be FM, only if they are caused by the effect of natural and/or anthropogenic factors and that they do not result from the faulty and/or negligent action/omission of the Affected party and/or third persons.</p> <p>2) The Affected party shall immediately, no 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>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>4) Upon request of the other Party, the Affected party shall file the official document as issued by the competent governmental authority or entity to confirm the fact that the events treated as FM have occurred.</p> <p>5) 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>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>(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>2) Затронутая сторона обязана незамедлительно, но не позднее 7 (семи) календарных дней с момента наступления ОНС, уведомить в письменном виде другую сторону об их наступлении, предполагаемом сроке действия, по возможности дать оценку их влияния на исполнение (включая срок исполнения) обязательств по договору, за исключением случаев, когда такое уведомление невозможно в силу действия таких обстоятельств. По прекращении действия ОНС Затронутая сторона обязана в те же сроки уведомить об этом другую сторону с указанием предполагаемого срока исполнения обязательств по договору.</p> <p>3) Отсутствие либо несвоевременное уведомление о наступлении ОНС лишает Затронутую сторону права на освобождение от ответственности за неисполнение обязательств по настоящему договору.</p> <p>4) По требованию другой стороны Затронутая сторона обязана предоставить официальный документ, выданный компетентным государственным органом или организацией, подтверждающий факт наступления событий, являющихся ОНС.</p> <p>5) 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>6) В случае если ОНС и их последствия будут продолжаться более 30</p> |
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| | (тридцати) календарных дней, то каждая из сторон вправе в одностороннем внесудебном порядке потребовать расторжения договора. |
| <p>6. Responsibilities of the parties</p> <p>6.1. Upon request, Contractor shall provide a certificate of its tax residency in _____, issued by the _____ TAX competent authority with reference to the agreement between the _____ government and the government of the Russian Federation for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital and a written evidence that Contractor has the actual right to receive the appropriate income under this agreement. These documents shall be sent to address: Pilotov Street 18/4 Saint-Petersburg, 196210 Russian Federation, attn. Inara Popova, i.popova@rossiya-airlines.com +7 812 6 333 999 add.2528</p> <p>6.2. Not later than the date of signing this Contract, the Contractor shall provide the Buyer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents. In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Contractor, he is obliged to immediately notify the Customer about this with the attachment of supporting documents.</p> <p>6.3. Each Party represents and warrants to the other Party that: - the conclusion and / or execution of the contract by the Party does not contradict</p> | <p>6. Ответственность сторон</p> <p>6.1. По запросу Исполнитель предоставляет свидетельство о своем налоговом резидентстве _____, выданное компетентным органом _____ налоговой инспекции со ссылкой на соглашение между правительством _____ и правительством Российской Федерации об избежание двойного налогообложения и предотвращении налогообложения в отношении уклонения от уплаты налогов на доходы и капитал, а также письменные подтверждения, что Исполнитель имеет фактическое право на получение соответствующего дохода по данному договору. Эти документы должны быть направлены на следующий адрес: Российская Федерация, г. Санкт-Петербург, ул. Пилотов, д. 18 к.4., вниманию Инары Поповой, i.popova@rossiya-airlines.com +7 812 6 333 999 add.2528</p> <p>6.2. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p> <p>6.3. Каждая Сторона заверяет и гарантирует другой Стороне, что: - заключение и/или исполнение Стороной договора не противоречит законам, нормативным актам органов</p> |

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| <p>the laws, regulations of state authorities and / or local self-government, local regulations of the Party, court decisions;</p> <ul style="list-style-type: none"> - The Party has received all permissions, approvals and confirmation necessary for the conclusion and / or execution of the contract (including aforementioned documents to comply with the current legislation of the country of registration of the Party or the constituent documents of the Party); - 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>государственной власти и/или местного самоуправления, локальным нормативным актам Стороны, судебным решениям;</p> <ul style="list-style-type: none"> - Стороной получены все разрешения, одобрения и согласования, необходимые ей для заключения и/или исполнения договора (в том числе в соответствии с действующим законодательством страны регистрации Стороны или учредительными документами Стороны); - 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</p> |
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| <p>6.4. Any changes to the essential terms of the contract (on the subject, scope, lead time) during the period of its validity on the initiative of the Contractor are not allowed. In the event of a unilateral change by the contractor of the essential terms of the contract, the Customer has the right to charge for liquidated damages, and the contractor is obliged to pay such liquidated damages. If there is a material breach of the obligations stipulated in the Contract by Contractor and/or the conditions and warranties against the Contract are not met for any reason attributable to Contractor then Contractor shall pay to the Buyer liquidated damages at 20 % from the value of such outstanding liability. The Buyer has the right to set off the amount of liquidated damages from the amounts due to the Contractor when effecting payment. The Buyer reserves the right to 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 Buyer will, to the extent of the voidness or unenforceability, be entitled to claim unliquidated damages at law in relation to any relevant delay or other matter. The liquidated damages payable under Clause represent (1) a fair, reasonable and proportionate calculation of Buyer's damages and legitimate business interests lost in connection with this Contract, are not exorbitant, extravagant, unconscionable; and (2) will be a debt due and payable from Contractor to the Buyer.</p> | <p>стороны, имеющие для нее существенное значение, наряду с требованием о возмещении убытков также вправе отказаться от договора.</p> <p>6.4. 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. В случае нарушения существенных обязательств по Договору Исполнителем 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 контрагенту по Договору.</p> <p>Если обязательство возместить заранее оцененные убытки в соответствии с настоящим пунктом является или становится недействительным или не подлежащим принудительному исполнению (полностью или частично) по какому-либо основанию, то Заказчик вправе (в пределах, в которых обязательство является недействительным или не подлежащим принудительному исполнению) требовать заранее оцененные убытки по закону в отношении соответствующей задержки или другого обстоятельства.</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</p> |
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| <p>6.5. Subcontracting under the Contract is only possible with the Buyer's consent. If a subcontractor is involved, the Contractor is solely liable to the Buyer for the actions of the involved subcontractor as for its own. The assignment of liability directly to the subcontractor is unacceptable</p> | <p>подлежащим уплате в пользу Заказчика.</p> <p>6.5. Привлечение субподрядчиков (субисполнителей) по договору возможно только с согласия Заказчика. В случае привлечения субподрядчика Исполнитель отвечает перед Заказчиком за действия привлечённого субподрядчика как за свои собственные. Возложение ответственности напрямую на субподрядчика (субисполнителя) недопустимо</p> |
| <p>7. Validity</p> <p>7.1. The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p> <p>7.2. The Contract shall come into force when signed by authorized representatives of both Parties and remains valid until 01.12.2022. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p> <p>7.3. If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.</p> <p>7.4. Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p> <p>7.5. If the Contractor does not meet terms and conditions of the Contract and/or breaches essential terms of the Contract more than one time the Buyer 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>7. Действие</p> <p>7.1. Настоящий договор является единственным действительным обязательством Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p>7.2. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и остается в силе до 01.12.2022. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p>7.3. Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p>7.4. Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p> <p>7.5. 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> |

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| <p>8. Jurisdiction and Governing Laws</p> <p>8.1. In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to The London Court of International Arbitration (LCIA). Language of arbitration of such dispute shall be English.</p> <p>8.2. Provisions of the present Contract shall be interpreted according to England and Wales laws.</p> | <p>8. Подсудность и применимое право</p> <p>8.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к Лондонском международному арбитражному суду. Язык рассмотрения такого спора будет английский.</p> <p>8.2. Положения этого договора толковаться в соответствии с правом Англии и Уэльса.</p> |
| <p>9. Anti-Corruption Clause</p> <p>9.1. While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>9.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 9.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 9.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the</p> | <p>9. Антикоррупционная оговорка</p> <p>9.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>9.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 9.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений</p> |

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| <p>Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.</p> <p>9.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 9.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.</p> | <p>пункта 9.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.</p> <p>9.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 9.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней с даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p> |
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| <p>10. Indemnity</p> <p>10.1. The Contractor agrees to indemnify and hold harmless the Buyer against any and all losses which the Buyer may sustain, incur or pay arising out of or relating to any claim made by third parties (including passengers) in respect of aircraft, services, when such claim and/or losses are directly due to the negligence, breach of contract or willful misconduct of the Contractor, any subcontractor, vendor or consultant of the Contractor or any of the directors, officers, personnel, agents or representatives of the foregoing.</p> | <p>10. Гарантия возмещения убытков</p> <p>10.1. Исполнитель обязуется освободить Заказчика от ответственности и гарантирует возмещение каких-либо и всех убытков, которые Заказчик может понести или уплатить, вытекающих из или связанных с претензией, предъявленной третьими лицами (включая пассажиров) в отношении воздушных судов, Услуг, когда такие претензии и/или убытки непосредственно вызваны небрежностью, нарушением договора или умышленным неправомерным поведением Исполнителя, субподрядчика, продавца или консультанта Исполнителя, или кого-либо из директоров, должностных лиц, сотрудников, агентов или представителей вышеуказанных лиц.</p> |
| <p>11. Notices</p> <p>Any notices or other communication under or in connection with this Contract (the "Notice") shall be made in writing in English and shall at all times contain reference to this Contract; and unless otherwise specified herein, sent by email or fax to the Party due to receive the Notice to the email address or fax number set out in clause 13.</p> <p>Unless there is evidence that it was received earlier, a Notice is deemed to be received if (1) sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine; or (2) sent by email, at the earlier of: (a) the time a return receipt is generated automatically by the recipient's email server; (b) the time the recipient acknowledges receipt; and (c) 24 hours after transmission (whichever comes earlier)</p> | <p>11. Уведомления</p> <p>Уведомление или прочее сообщение по настоящему Договору или в связи с ним («Уведомление») должно быть составлено в письменной форме на английском языке и всегда содержать ссылку на настоящий Договор, если в настоящем Договоре не указано иное, направлено по электронной почте или факсу Стороне, которой должно быть направлено Уведомление, на электронный адрес или номер факса, указанные в п. 13.</p> <p>В отсутствие доказательств более раннего получения, Уведомление считается полученным: (1) при передаче по факсу, в момент подтверждения передачи, полученного факсимильным аппаратом отправителя; или (2) при отправке по электронной почте: (a) вовремя, когда уведомление о доставке автоматически создается сервером электронной почты получателя; (b) вовремя, когда получатель подтверждает получение; и (c) через 24 часа после передачи (в зависимости от того, что наступит раньше).</p> |

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| <p>12. Confidential information</p> <p>12.1. The Parties shall not disclose confidential information or use the same other than for the purposes of performance of the obligations under this Contract. Party that received confidential information will take any and all actions for its protection, with such actions being not less than those normally taken for protection of its own confidential information.</p> <p>12.2. The information shall be deemed confidential if it is obtained for the purposes of performance of this Contract and contains, without limitation, the following: commercial secrets, personal data, information protected by law, or information marked by the disclosing Party as "Confidential" or "Strictly Confidential" on the date of disclosure with full name and location data of the owner attached.</p> <p>12.3. Party that disclosed confidential information or failed to comply with other confidential requirements shall be responsible in accordance with the laws of the Russian Federation.</p> <p>12.4. Confidential information may be disclosed to competent governmental authorities or securities regulators as permitted by applicable law. Such disclosure will not entail any liabilities.</p> <p>12.5. The Parties' obligations defined in this section shall be valid during the term of this Contract and 3 (three) years thereafter.</p> | <p>12. Конфиденциальность</p> <p>12.1. Стороны обязуются не разглашать конфиденциальную информацию и не использовать ее, кроме как в целях исполнения обязательств по настоящему Договору. Сторона, которой предоставлена конфиденциальная информация, обязуется принять меры к ее защите не меньшие, чем принимаемые ею для защиты собственной конфиденциальной информации.</p> <p>12.2. Конфиденциальной считается информация, полученная в рамках выполнения настоящего Договора и содержащая в том числе, но не ограничиваясь этим: коммерческую тайну, персональные данные либо иную охраняемую законом информацию или информацию, которая в момент передачи обозначена передающей ее стороной грифом «Конфиденциально» либо «Строго конфиденциально» с указанием полного наименования и адреса места нахождения ее обладателя.</p> <p>12.3. Сторона, допустившая разглашение конфиденциальной информации либо не выполнившая иные требования по обеспечению ее конфиденциальности, несет ответственность в соответствии с действующим законодательством Российской Федерации.</p> <p>12.4. Конфиденциальная информация может предоставляться компетентным государственным органам и регуляторам рынка ценных бумаг в случаях и в порядке, предусмотренных действующим законодательством, что не влечет за собой наступление ответственности за ее разглашение.</p> <p>12.5. Обязательства Сторон, изложенные в настоящем разделе, действуют в течение срока действия настоящего Договора и 3 (трех) лет после его прекращения.</p> |
| <p>13. Legal addresses and bank details of the parties:</p> <p><u>Buyer's</u></p> <p>«Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210</p> | <p>13. Юридические реквизиты и адреса сторон:</p> <p><u>Заказчика:</u> АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4</p> |

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| Russia Email: contractTD@rossiya-airlines.com Bank details: Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Transit acc. № 40702840755001000096 Current acc. № 40702840455000000096 Correspondent Bank: The Bank of New York Mellon, New York, NY SWIFT: IRVTUS3N <u>Contractor's:</u> Bank details: | Email: contractTD@rossiya-airlines.com Банковские реквизиты: Наименование банка: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Счёт. _____ транзитный 40702840755001000096 Счёт текущий 40702840455000000096 Корреспондентский банк: The Bank of New York Mellon, New York, NY SWIFT: IRVTUS3N <u>Исполнитель:</u> Банковские реквизиты: |
|--|---|

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

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

Имя:

Name:

Должность:

Title:

Подпись: _____

Signature:

Дата: _____

Date:

От имени

For and on behalf of

Имя:

Name:

Должность:

Title:

Подпись: _____

Signature:

Дата: _____

Date:

Информация о контрагенте

| № | Наименование контрагента (ИНН, вид деятельности) | | | | | | Договор (реквизиты, предмет, цена, срок действия и иные существенные условия) | | | | | № | Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных) | | | | | | |
|---|---|------|-----------------------------|------------------|--|---|--|---------------------|-----------------------|-----------------------|--------------------------------------|------|--|------|---------------------------|--|---|---|---|
| | ИНН | ОГРН | Наименование контрагента | Код ОКВ ЭД | Фамилия, имя, отчество руководителя | Орган и номер документа , удосто- веряюще- го личность руководит- еля | Номер и дата | Предмет договора | Цена (млн руб.) | Срок действи- я | Иные сущест- венные условия | | ИНН | ОГРН | Наимено- вание/ ФИО | Адрес нахожд- ения/ адрес регистра- ции | Серия и номер документа, удостоверяющ- его личность (для физичес- кого лица) | Руководитель/ участник/ акционер/ бенефициар/ данные об Исполнитель-ном органе | Информация о подтверждающих документах (наименование, реквизиты и т.д.) |
| 1 | | | | | | | | | | | | 1 | | | | | | | |
| | | | | | | | | | | | | 1.1. | | | | | | | |
| | | | | | | | | | | | | 1.2 | | | | | | | |
| | | | | | | | | | | | | 2 | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Должность, ФИО руководителя контрагента _____
Печать _____ подпись _____ /дата/

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

Подписи Сторон:

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

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

INFORMATION ABOUT CONTRACTUAL COUNTERPARTY

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

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

_____ (full name) /date/
Stamp

Signature of the Parties:

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

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

Приложение 2 / Appendix 2

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

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

1. Разработка и одобрение документации для деактивации системы подачи воды к печкам на 19 ВС типа AIRBUS A319/A320 / Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type:

Перечень партийных номеров печек и кухонь, установленных на ВС, а также номера соответствующих CMM / List of part numbers of the ovens and kitchens, installed on the aircraft, as well as the numbers of the corresponding CMM:

| Model | Registration | MSN | GALLEY | Galley P/N | Galley CMM | OVEN P/N | OVEN CMM |
|-------|--------------|------|----------|-----------------|------------|-----------------|----------|
| A319 | VQ-BAR | 1488 | GALLEY 1 | (Ctrl) → J1GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAQ | 1560 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAV | 1743 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BIT | 1761 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAU | 1851 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GA00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAS | 1863 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BAT | 1876 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BIQ | 1890 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BOX | 2465 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VP-BNJ | 2241 | GALLEY 1 | 319FFT01GA00 | 25-35-01 | 72071000 | 25-35-03 |
| | | | GALLEY 5 | 319FFT05GC00 | 25-35-02 | 72071000 | 25-35-03 |
| A319 | VQ-BBA | 3794 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VQ-BCO | 3942 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VQ-BCP | 3998 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A319 | VP-BWG | 2093 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A319 | VP-BWJ | 2179 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BWH | 2151 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BWI | 2163 | GALLEY 1 | 319AFL01GA00 | 25-35-84 | 72071007 | 25-35-03 |
| A320 | VP-BZR | 3640 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |
| A320 | VP-BZQ | 3627 | GALLEY 1 | 320AFL01GC00 | 25-37-40 | 4323100-01-6622 | 25-35-12 |

2. Место оказания услуг/ Place of provision of services.

Пакет документации должен быть предоставлен в электронном виде на адрес электронной почты Заказчика: ed_manage@rossiya-airlines.com

The documentation package must be provided in electronic form to the Customer's email: ed_manage@rossiya-airlines.com

3. Сроки поставки услуг / Timing delivery of services

3.1. Документация должна быть поставлена к 01 октября 2021. Если в связи со сроками рассмотрения заявлений ФАВТ, одобрение документации не может быть получено до или к 01.10.2021, Стороны согласуют разумные сроки продления для получения одобрения ФАВТ, которые в любом случае не должны составлять более 6 месяцев от даты получения Документации.

The Document shall be provided by 01 October 2021. If due to time limits for the examination of the applications by FATA, the Documentation approval could not be issued on or before 01 October 2021, the parties agree on required reasonable extension which shall not exceed 6 (six) months from the date of Documentation package delivery

3.2 Указанные сроки и даты могут быть изменены по письменному соглашению между Заказчиком и Исполнителем по электронной почте.

Change of delivery term can be agreed by both parties by e-mail.

4. Требования безопасности и контроля качества, технические характеристики, спецификации характеристик / Safety and quality requirements, technical characteristics, performance specifications

4.1. Исполнитель должен предоставить пакет документации включая, но не ограничиваясь / The Contractor shall provide the Documentation package including, but not limited to:

- Разрешение Модификации/Ремонта в соответствии с требованиями EASA / Modification/Repair Approval in accordance with EASA requirements
- Список основных данных / Master Data List
- Чертёж / Drawing
- Сервисный бюллетень/Технологический проект / Service Bulletin/Engineering Order

4.2. Требования к содержанию пакета документов / Requirements for the content of the documentation package:

- Сервисный бюллетень/Технологический проект, которые должны содержать следующую информацию / Service Bulletin / Engineering Order, which must contain the following information:
- Необходимые специальные инструменты / Required special tool;
- Необходимые запасные части / Required spare parts;
- Пошаговые инструкции проведения работ, с выделенными полями для подписей и печатей для удостоверения исполнения / Step-by-step instructions for performing work, with fields for signature and stamp of completion;
- Инструкции для бортпроводников, если таковые требуются / Instructions for flight attendants, if required;
- Инструкции по приведению ВС в оригинальное состояние («демодификация») должны быть приложены с отдельным технологическим проектом / Instructions for bringing the aircraft to its original state (Demodification) must be supplied with a separate Engineering Order.
- Сопутствующая документация (поименованная в пункте 5.3) Related documentation (listed in clause 5.3)
- Одобрение ФАВТ (согласно пункту 3.1 настоящего Приложения 2) / FATA validation (subject to clause 3.1 of this Appendix 2).

4.3. Сопутствующая документация / Related documentation.

- Документы, в которые вносятся изменения из-за означенной модификации (приложение АММ, приложение IPC, отчёт о весе и балансе, ELA анализ электрической нагрузки, полётная документация (если необходимо) и т.д. / Documents affected by the modification (AMM Supplement, IPC Supplement, Weight and Balance report, ELA Electrical Load Analysis, flight documentation (if required), etc.)

5. Гарантии / Warranty

Все ошибки и неточности в документации, созданные и одобренные для этой модификации, которые должны быть обнародованы Заказчиком и/или Управлением авиации, несмотря на принятие документации Заказчиком, должны быть исправлены Исполнителем по запросу Заказчика, в разумное время, определенное Заказчиком, и

без дополнительное оплаты Заказчиком. / All errors and inaccuracies in the documentation developed and approved under this modification, which shall have been revealed by the Buyer and/or aviation authorities despite of the acceptance of the documentation by the Buyer, shall be corrected by the Contractor within the timing reasonably requested by the Buyer and without any additional charge to the Buyer.

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

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

Имя:

Name:

Должность:

Title:

Подпись:

Signature:

Дата:

Date:

От имени

For and on behalf of .:

Имя:

Name:

Должность:

Title:

Подпись:

Signature:

Дата:

Date:

Appendix 5
to Procurement Documentation

Justification of the initial (maximum) price of the contract (lot price), the price of the contract concluded with the sole supplier (contractor, contractor), or the price of a unit of goods, work, services, including information on transportation costs, insurance, payment of customs duties, taxes and other mandatory payments

Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type

(the subject of the contract is indicated)

| No. | Key indicators | Information to fill in |
|-----|--|---|
| 1. | Basic product requirements | compliance with international requirements and rules of EASA Part 21J |
| 2. | Place of delivery of products | E-mail: ed_manage@rossiya-airlines.com |
| 3. | The term of the beginning and end of the contract execution (the schedule of the stages of the contract) | Starting from the moment of signing and taking into account the warranty period, the contract must remain in force until 31.12.2022. |
| 4. | Payment terms | Payment of 100% of the cost is made by the Customer within 30 (thirty) calendar days after the fulfillment of the obligations by the Contractor. |
| 5. | Requirements for procurement participants (if established) | The contractor for the delivery of the Documentation package for the modification must be certified according to the EASA Part 21J standard. The contractor for the delivery of the package of documentation for the modification must be the holder of STC Approval |
| 6. | Features of the market and (or) the purchasing situation that affect the value of the IMP (to be filled in if available) | - |
| 7. | The method (methods) used to determine the IMC and the justification for its application | Calculation of the IMP by the market analysis method, pursuant to article 6.9.2. of the Provisions of procurement И-ГД-241-21 |
| 8. | Other information about the terms of the contract that is essential for the calculation of the IMP | - |

| | | |
|-----|--|--------------------------|
| 9. | The calculated value of the IMP | 12 390, 00 USD |
| 10. | Specify the details of commercial offers | 1. Offer 1 2. Offer 2 |
| 11. | List of applications | |

Calculation procedure:

Method of comparable market prices (market analysis), in accordance with clause 6.9.2 of the Regulation on the purchase of goods, works, services И-ГД-241-21.

**JUSTIFICATION OF THE INITIAL
(MAXIMUM) CONTRACT PRICE**

| No | The name of each unit of goods, work, services | Units of Measurement | Quantity (Scope) | VAT, % | Information about market prices per unit, USD without VAT | | | | The arithmetic average price per Units of Measurement, (USD) without VAT | Total cost, (USD) without VAT |
|----|--|----------------------|------------------|--------|---|-----------|-------------------------------|---|--|-------------------------------|
| | | | | | | | | | | |
| | | | | | offer #1 | offer #2 | offer #3 | ... [all the information sources used are given] | | |
| | | | | | resource | resource | resource | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1. | Development and approval of the modification package documentation for water line disconnection from steam ovens on 19 aircraft of the AIRBUS A319 / A320 type | conditional unit. | 1 | - | 12 580,00 | 12 200,00 | No other offers were received | Based on the received commercial offers | 12 390,00 | 12 390,00 |
| | | | | | offer 1. | offer 2 | | | | |