

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

Approval date 

13	03	2018
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### Procurement Documentation

Public request for quotations on the territory of a foreign state in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date and time for the requests receiving commencement	13	03	2018	18-00 MSK
Date and time for the request receiving completion	29	03	2018	10-00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	06	04	2018	
Commencement date for providing clarifications on procurement documentation	13	03	2018	
Completion date for providing clarifications on procurement documents	26	03	2018	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Not applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Replacement of engines on aircraft VP-BWG and VP-BWJ			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Replacement of engines on aircraft VP-BWG and VP-BWJ			
Initial (maximum) price of the agreement (lot) excluding VAT	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
52 000	EUR	2	Conventional unit	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			Winner repair shop		

Term and Payment Procedure for Goods (Work. Service)	Not more than 20% of the price is paid within 30 calendar days after the invoice is issued. 80% of the price and additional costs agreed with the Customer, if any, are paid after the aircraft is put into operation within 30 calendar days after the invoice is issued
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable

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

<b>Lot №1</b>	
Name of Criterion 1	Contract Price (in requests for quotations, criterion 1 only)
Points Calculation Procedure for Criterion 1	Number of points for the criterion = Minimum price of all proposals submitted to be divided into the Proposal Price with respect of which the points are being calculated multiplied by maximum number of points of the criterion.

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

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

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 public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) 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 request for quotations, request for proposals 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 may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an

inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

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

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals 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 request for quotations, request for proposals (lot).

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. 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. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders**

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

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

4. The payment method is cashless transfer.

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

5. 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).

**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. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

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

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

8.3. 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).

8.4. 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. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

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

9.6. 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.

9.7. 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 Examination, Assessment and Comparison for Requests to Participate in Procurement**

10.1. Requests for participation in procurement shall be 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 to its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

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

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

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

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

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

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

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

d) a failure to provide clarifications on the request for participation in the request for quotations 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 request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for quotations 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 request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals 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 request for quotations, request for proposals the Competition Commission is necessary to extend or reduce 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 a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction 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 request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement 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 request for proposals 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 request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals 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 request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals 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 request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission 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 seven calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the request for quotations 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 quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

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

10.15. Should the winner in the request for proposals 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 request for proposals is not entitled to waive the conclusion of the agreement.

10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer.

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for



proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

## **11. Consequences of Recognizing the Request for Quotations, Request for Proposals Failed**

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals 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 Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

**Appendix 1**  
**to Procurement Documentation**

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>	
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>	
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals 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 request for quotations, request for proposals.	
Quote:	
Price	
The location of work	
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:	
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)	
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;	
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	

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

<p>4. In the event of our winning in the request for quotations, request for proposals 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 request for quotations, request for proposals 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 request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" <sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);</p> <p>11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD )	(MM )	(YYYY )

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

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

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

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

Included in the small and medium businesses <sup>3</sup>	
OKPO	
OKVED	
<b>4. Appendices to the Bidder Questionnaire Form:</b>	
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 a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. 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 competition 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 competition shall also include a document evidencing the powers of such person.	
4. 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).	
5. 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.	
6. 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.	
<b>5. Contact person</b>	
<i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	

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

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

**Principal**

*(title of the Principal)*

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

*(state initials, last name)*

SEAL

Date of Issuance

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

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

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

**Terms of Reference**  
**Replacement of engines on aircraft VP-BWG and VP-BWJ**

- |   |   |
|---|---|
| <b>1. Terms, Conditions and Procedure of Payment</b>  | <b>1. Условия, условия и порядок оплаты</b>   |
| <p>1.1. Payment shall be arranged by bank (wire) transfer.</p> <p>1.2. Not more than 20% of the price is paid within 30 calendar days after the invoice is issued.<br/>80% of the price and additional costs agreed with the Customer, if any, are paid after the aircraft is put into operation within 30 calendar days after the invoice is issued</p>  | <p>1.1. Оплата производится банковским (проводным) переводом.</p> <p>1.2. Не более 20% цены оплачивается в течение 30 календарных дней после выставления счёта.<br/>80% цены и согласованные с Заказчиком дополнительные расходы, если таковые есть, оплачиваются после выпуска ВС в эксплуатацию в течение 30 календарных дней после выставления счёта</p>   |
| <b>2. Request, timeframe and general information</b>  | <b>2. Запрос, временной интервал и общая информация</b>   |
| <p>2.1. Maintenance Service for CFM56-5B engine replacement on aircrafts A320 family in accordance with applicable revision of OEM documentation and Operator Maintenance Program.</p> <p>2.2. All proposals shall be estimated as a Fix Price (FP) for the Work Package for an engine replacement detailed for each specific Aircraft, with Additional Work arising from Defect Rectification or by the Customer's request.</p> <p>2.3. The schedule of engines replacement is given in table below:</p> <p>Table 1. – Engine (s) Removal Schedule</p> | <p>2.1. Техническое обслуживание для замены двигателя CFM56-5B на самолетах семейства A320 в соответствии с документацией производителя и Программой обслуживания оператора.</p> <p>2.2. Все предложения должны оцениваться как Fix Price (FP) для рабочего пакета по замене двигателя, детализированного для каждого конкретного самолета, с дополнительной работой, связанной с устранением дефекта или по запросу заказчика.</p> <p>2.3. График замены двигателей приведен в таблице ниже:</p> <p>Таблица №1- График замены двигателей</p> |

No	Engine removal date	A/C Tail number	Engine type	Engine ESN OFF	Engine ESN ON	Remarks
1	01.04.2018	VP-BWG	CFM56-5B5P	575707	575713	Engine ON is after Shop Visit, MPA is not required
2	08.04.2018	VP-BWJ	CFM56-5B5P	575730	575731	Engine ON is after Shop Visit, MPA is not required

2.4. The aircraft delivery is to be arranged not later than a 08-00 local time on the engine removal date.

2.4. Поставка самолета должна быть организована не позднее 08-00 местного времени на дату снятия двигателя.

2.5. The turn around time of each engine replacement must not exceed 48 hours since work started for the Services requested.

2.5. Продолжительность каждой замены двигателя не должно превышать 48 часов с момента начала работы для запрошенных Услуг.

### 3. Requirements for Participant

All participants must have own capability for accomplishment of all requested services mentioned in the Article 4. All participants shall have a valid BCAA certificates and approvals to perform requested maintenance on A320 Family Aircraft. The participant must replace the engines outside the Russian Federation.

### 3. Требования к Участнику

Все участники должны иметь собственные возможности для выполнения всех запрошенных услуг, упомянутых в Статье 4. Все участники имеют действительные сертификаты ВСАА и разрешения на выполнение запрошенного обслуживания на самолетах семейства А320. Участник должен произвести замену двигателей за пределами РФ.

### 4. Major requirements for proposal.

### 4. Основные требования к предложению

4.1. The proposal shall be provided to cover CFM56-5B engine replacement and other requested works and services are to be estimated per Fix Price according to removal schedule as mentioned in the 2.3.

4.1. Предложение должно быть предусмотрено для замены двигателя CFM56-5B, а другие запрошенные работы и услуги должны оцениваться по цене Fix в соответствии с графиком удаления, как указано в 2.3.

4.2. Fix Price shall meet following requirements:

4.2. Цена Fix должна соответствовать следующим требованиям:

4.2.1. Fix Price shall include following conditions without any exception and exclusion:

4.2.1. Цена Фикса должна включать следующие условия без исключения и исключения:

- All Labor on Routine Tasks for engine removal/installation of CFM56-5B

- Все трудозатраты по текущим задачам для снятия / установки двигателя CFM56-5B



- engine model per applicable Airbus A320F AMM revision;
- Any expenses related to the Materials (Consumables / Expendables, routine Materials, raw and repair Materials) required for engine replacement per applicable Airbus A320F IPC revision;
- All works, tests, consumables, liquids (top up/replacement) required for swapping of components between removed and installed engines as mentioned in the Table 2;
- NDT, inspection of engine mount bolts and related hardware (bolts, screws, nuts and brackets);
- Labor for verification of Fan Blade damage and repair map for installed engine;
- Utilization of tooling and GSE equipment, and hangar space for a defined layover period;
- Engineering support for the performance of Services;
- Preservation of the removed CFM56-5B for a period 365 day or less if specified in Work Package with oil or other liquids required;
- De-preservation of delivered for installation engines including all consumables and liquids required;
- Handling of parts supplied by the Customer before or at the time of Delivery for the performance of the Services;
- модель двигателя для соответствующей ревизии AMM Airbus A320F;
- Любые расходы, связанные с Материалами (расходные материалы, рутинные материалы, необработанные и материалы для ремонта), необходимые для замены двигателя в соответствии с соответствующей ревизией IPC Airbus A320F;
- Все работы, проверки, расходные материалы, жидкости (пополнение / замена), необходимые для замены компонентов между снятыми и установленными двигателями, как указано в таблице 2;
- неразрушающий контроль, осмотр болтов крепления двигателя и соответствующего оборудования (болты, винты, гайки и кронштейны);
- Трудозатраты для проверки повреждения лопаток вентилятора и карты ремонта для установленного двигателя;
- Использование инструментов и оборудования GSE, а также пространства ангара в течение определенного периода полета;
- Инженерная поддержка выполнения Услуг;
- Консервация снятого CFM56-5B на срок 365 дней или менее, если это указано в Рабочем пакете с маслом или другими необходимыми жидкостями;
- Расконсервация поставляемого для установки двигателя, включая все потребляемые материалы и жидкости;
- Обработка зап частей, поставляемых Заказчиком до или во время поставки для выполнения Услуг;

- Preparation of the removed engine CFM56-5B for transportation including engine packing and unloading/loading from/on a truck;
- Aircraft towing to/from the hangar to the engine run testing area;
- Aircraft ground handling at arrival and departure including toilets and water servicing;
- Departure assistance, aircraft towing from and to the maintenance facility, aircraft parking;
- Light Checks, such as Transit checks, Daily-check, refueling of aircraft tanks limited to 3 man-hours;
- Customer representative office space with phone and internet connection.
- Подготовка снятого двигателя CFM56-5B для транспортировки, включая упаковку и разгрузку / загрузку двигателя с / на грузовик;
- Буксировка самолета в / из ангара в зону гонки двигателя;
- наземная обработка воздушных судов по прибытии и вылету, включая туалеты и питьевой воды;
- помощь при выезде, буксировка самолета с и до места обслуживания, парковка для самолетов;
- Оперативное техобслуживание, такие формы как транзит, ежедневная форма, заправка топливом воздушных судов объемом до 3 человеко-часов;
- Офисные помещения для заказчика с телефоном и доступом в Интернет.

Table 2 – Standard List for Swapping of Components

Таблица 2 - Стандартный список для замены компонентов

No	Component Description	Reference Part Number
1	INLET COWL ASSY	642-1000-505
2	CORE NOZZLE ASSY	642-4001-501
3	CENTERBODY ASSY	238-0451-521
4	HYDRAULIC PUMP	3031863-001
5	ANTI ICE VALVE	327155-3
6	IDG	740119H
7	ADAPTER-IDG QAD	740123A
8	STARTER VALVE	3291556-3
9	STARTER	3505582-65
10	HP REG VALVE	6773E010000
11	BLEED PRESS REG VALVE	6774F010000
12	IP CHECK VALVE	2293B020000
13	HYDRAULIC LOW PRESS SWITCH	887677
14	HYDRAULIC FILTER ASSY	QA06305

4.2.2. The following Time and Material rates shall be applied for all additional works which are not included in 4.2.1:

4.2.2. Для всех дополнительных работ, которые не включены в 4.2.1, применяются следующие ставки времени и материала:

Materials		
	Handling charge for supplied material:	8%
	Maximum handling charge cap	\$1500
Subcontracting		
	Handling charge for Subcontracting services:	10%
	Maximum handling charge cap	\$1500
Labor		
No	Rate and Condition	
1	Man-Hour rate	\$XX
2	Engineering support at customer's request, Man-Hour rate	\$115

For the sake clarity, a swapping and replacement of LRU and QEC components not mentioned in the Table 2 of article 4.2.1 shall be charged as over and above of Fixed Price based on Time and Material Rates mentioned in article 4.2.2.

Для ясности, размен и замена компонентов LRU и QEC, не упомянутых в таблице 2 пункта 4.2.1, должны быть оценены как сказано выше и сверх фиксированной цены, основанной на ставках времени и материала, указанных в статье 4.2.2.

4.2.3. PMA and Non-OEM parts are not allowed for installation on aircraft or engine if not approved by Customer.

4.2.3. Части PMA и Non-OEM не допускаются для установки на самолетах или двигателях, если они не одобрены Заказчиком.

## 5. Specific technical and formal requirements

## 5. Специфические технические и формальные требования

5.1. The Provider is responsible for production, planning, routine materials procurement and engineering support for requested Services;

5.1. Поставщик отвечает за производство, планирование, рутинные закупки материалов и инженерную поддержку запрашиваемых Услуг;

5.2. The final inspection of Aircraft will be performed by Provider and Customer after work accomplishment;

5.2. Окончательная проверка воздушных судов будет выполняться Поставщиком и Заказчиком после выполнения работ;

5.3. The Provider shall submit Deferred Maintenance Items at Aircraft redelivery;

5.3. Провайдер должен представить статьи по отложенному техническому обслуживанию при отправлении воздушных судов;

5.4. At Aircraft redelivery, Provider certified personal shall enter all appropriate writings in Aircraft Technical Logbook and Aircraft Cabin Logbook (if required) in accurate manner reflecting

5.4. При отправлении воздушного судна, сертифицированный персонал провайдера, должно сделать все соответствующие записи в Техническом журнале воздушного судна и в Журнале

all work performed and sign it to release the Aircraft, additionally the Certificate for Release to Service (CRS) may be issued as separate document;

пассажирской кабины воздушного судна (если необходимо) с точным описанием, отражающим все выполненные работы и подписать его, чтобы выпустить Самолет, в дополнение, Сертификат на окончание обслуживания (CRS) может быть в виде отдельного документа;

5.5.A hard copy of Work Package performed shall be delivered by Provider to the Customer within 20 days or other time frame if agreed.

5.5. Печатная копия выполненного рабочего пакета должна быть доставлена Поставщиком Клиенту в течение 20 дней или в другие сроки, если они согласованы.

### **Draft Agreement**

... с основным местоположением в..., здесь далее **Исполнитель**; и АО «Авиакомпания «Россия», с основным местоположением в РФ, Санкт-Петербург, улица Пилотов, 18/4, 196210, здесь далее **Заказчик**; вместе называемые **Стороны**, а отдельно **Сторона**, заключили настоящий договор № \_\_\_\_\_ о нижеследующем:

#### **Определения:**

**Лётная годность, или лётногодный** значит, что ВС или его Компонент являются лётногодными, если они соответствуют всем требованиям Авиационного органа и одобренному типу, т.е. они соответствуют применимому паспорту сертификата, и если техническое обслуживание было выполнено в соответствии с применимыми требованиями к техническому обслуживанию, а также ВС или компонент были выпущены в эксплуатацию.

**Авиационный орган** значит EASA (Европейское ведомство безопасности полётов) или ВСАА (Ведомство гражданской авиации Бермуд) , смотря как требует контекст.

**Компонент** значит устройства, модули и отдельные детали, включая двигатель, полётное и аварийно-спасательное оборудование. Они всегда идентифицируются чертёжным номером в документах по ТО или эксплуатации, издаваемых соответствующей организацией по разработке ВС или Компонента.

**Выпуск в эксплуатацию** значит свидетельство выпуска в эксплуатацию, изданное Исполнителем, подтверждающее, если иное не оговорено, что услуги ТО, указанные в настоящем договоре, выполнены в соответствии с применимыми

.. with principal place of business in ..., hereinafter referred to as the **Contractor**; and “Rossiya Airlines” JSC, with principal place of business in Russian Federation, Saint-Petersburg, Pilotov street, 18/4, 196210, hereinafter referred to as the **Customer**; together referred to as the **Parties**, and as singular a **Party**, have concluded this contract ref. \_\_\_\_\_ upon the following:

#### **Definitions:**

**Airworthiness, or airworthy** means that the aircraft or its component is airworthy if it conforms to any requirement of the Aviation authority and the applicable approved type, i.e. if it complies with the valid type certificate data sheet and if the maintenance was carried out in accordance with the applicable maintenance requirements and if the aircraft or a component thereof was released to service.

**Aviation authority** means EASA (European Aviation Safety Agency) or BCAA (Bermuda Civil Aviation Authority), as the context requires.

**Components** means devices, modules or individual parts of an aircraft, including engine or flight equipment or emergency equipment. They are always identified by a part number in the maintenance or operational documents issued by the respective Aircraft or Component design organization.

**CRS** means a certificate of release to service issued by the Contractor confirming, unless otherwise specified, that the maintenance services listed therein have been carried out in conformity with the applicable requirements of the Aviation authority by appropriate authorized personnel of the Contractor and in accordance

требованиями Авиационного органа соответствующим уполномоченным персоналом Исполнителя и в соответствии с применимым МОЕ, а также то, что соответствующие ВС или компонент выпущены в эксплуатацию.

**Материал** значит расходное и потребляемое оборудование, а также иное оборудование, указанное Заказчиком.

**МОЕ** значит описание организации по техническому обслуживанию, одобренное Авиационным органом.

### **1. Предмет договора**

По заявке Заказчика Исполнитель выполнит оперативное техническое обслуживание ВС Заказчика в согласованном объеме. В ответ на заявку Заказчика Исполнитель предоставит предложение. В случае согласия с таким предложением Заказчик отправит Исполнителю заказ.

### **2. Гарантии и существенные условия Сторон**

2.1 Исполнитель гарантирует наличие разрешения и сертификатов от Авиационного органа для выполнения согласованного обслуживания ВС.

Условия действия разрешений и сертификатов действительны, по меньшей мере, до конца технического обслуживания в согласованном объеме.

2.2 Стороны соглашаются, что соблюдение сроков согласованного объема является существенным условием по настоящему договору, несоблюдение которых даёт пострадавшей Стороне право приостановить исполнение своих обязательств по настоящему договору. Такое приостановление возможно только при предварительном письменном уведомлении нарушающей Стороне за 2 календарные недели.

2.3 Соответствие ВС (или любого его Компонента); выполненного технического обслуживания или поставленного оборудования требованиям авиационных

with the applicable MOE, and that the aircraft or Component has been released to service.

**Material** means consumables, expendables and other equipment as advised by the Customer.

**MOE** means Maintenance Organization Exposition approved by the Aviation authority.

### **1. Subject of the Contract**

Subject to a request from the Customer, the Contractor shall perform line maintenance of aircraft of the Customer in agreed scope. The Customer shall provide a proposal to the request of the Customer. Should the Customer agree to such proposal, the Customer shall send to the Contractor an order.

### **2. Representations and Conditions of the Parties**

2.1 The Contractor ensures that there are approvals and certificates required from the Aviation authority to perform the agreed maintenance.

Terms of approvals and certificates valid at least to the end of agreed scope of maintenance.

2.2 The Parties agree that compliance of downtime of an agreed scope of maintenance is condition of this contract, breach of which will entitle the Party not in breach to suspend its obligations hereunder. Such suspension is subject to a 2 weeks prior written notice to the Party in breach.

2.3 Compliance of an aircraft (or any of it Component), of maintenance performed or of equipment delivered to requirements of

властей Авиационного органа является существенным условием настоящего договора.

Стороны соглашаются, что выпуск в эксплуатацию и оплата находятся в прямой зависимости от подтверждения Заказчиком удовлетворения означенным требованиям.

2.4 Поддержание страхований, указанных в п. 11.4, в действительном состоянии является существенным условием настоящего договора.

### **3. Снабжение Компонентами и Материалом**

3.1 В ответственности Исполнителя снабжение всем Материалом, требуемым для выполнения согласованного объёма обслуживания. Снабжение Материала дороже 800 евро (или равносильной суммы в иной валюте) требует одобрения Заказчика. Если иное не согласовано Сторонами, весь Материал, требуемый для выполнения согласованного объёма обслуживания, поставляется Исполнителем за его счёт.

3.2 При любой необходимости замены Компонента Исполнитель немедленно уведомляет Заказчика. Замены любых Компонентов требуют одобрения Заказчика. Согласно указаний Заказчика, Исполнитель либо предоставит требуемое оборудование от третьей стороны, примет доставку требуемого оборудования от Заказчика, либо предоставит его со своего склада.

### **4. Субподряд**

4.1 Субподряд допускается при письменном согласии Заказчика, в котором не будет без оснований отказано. В любом случае Исполнитель отвечает за действия, произведённые своими субподрядчиками, как если бы они были выполнены самим Исполнителем.

4.2 По запросу Заказчика Исполнитель предоставит Заказчику или его Авиационному органу полный доступ к

Aviation authorities is a condition of this contract.

The Parties agreed that release to service and the payment directly depend on the Customer making sure that the mentioned conditions are met.

2.4 Maintenance as valid of the insurances described in the clause 11.4 hereof, are a condition of this contract.

### **3. Supply of Components and Material**

3.1 The Contractor is responsible for supply of all Material required to perform the agreed scope of maintenance. Supplies of Material higher than 800 EUR (or its equivalent in other currency) limit are subject to approval by the Customer. Unless otherwise agreed by the Parties, all Material required to perform the agreed scope of maintenance is provided by the Contractor at its cost.

3.2 Should change of Components be required Contractor forthwith advises the Customer. Changes of any Components require approval by the Customer. Upon information from the Customer, it shall procure the required item from a third party, or accept delivery of required item from the Customer or provide it from its own stock.

### **4. Subcontracting**

4.1 Subcontract hereunder is allowed only upon a written consent of the Customer, which shall not be unreasonably withheld. At any case the Contractor is liable for actions done by its subcontractors, as if these have been done by the Contractor itself.

4.2 On request by Customer, Contractor shall grant Customer and Customer's Aviation authority full access to the quality monitoring

сведениям контроля качества в отношении своих субподрядчиков, и по запросу предоставит полный список своих одобренных субподрядчиков.

## **5. Доставка**

5.1 Доставка ВС, Компонентов и любого иного оборудования, требуемого для выполнения согласованного объема, осуществляется по DDP “принятое расположение Исполнителя” от Заказчика Исполнителю и по EXW “принятое расположение Исполнителя” от Исполнителя и Заказчику (Всё — в соответствии с Incoterms 2010). По письменному согласию Сторон условия и назначения доставки могут быть изменены.

5.2 Стороны могут указать порядок возврата контейнеров и упаковки, предоставленных для доставки оборудования. Упаковка любого оборудования, отправляемого по настоящему договору, осуществляется в соответствии с ATA 300, если Сторонами письменно не согласовано иное.

## **6. Оплата**

6.1 Цена настоящего договора не превысит \_\_\_\_\_. Настоящее ограничение не является обязательством заказать объем такой стоимости.

6.2 Не более 20% цены согласованного объема каждого соответствующего посещения оплачивается в течение 30 календарных дней после выставления счёта.

6.3 80% цены согласованного объема и согласованные с Заказчиком дополнительные расходы, если таковые есть, оплачиваются после выпуска ВС в эксплуатацию в течение 30 календарных дней после выставления счёта

6.4 Такая процедура применяется для всех платежей Сторон по настоящему Соглашению, если Стороны не договорились об ином в письменной форме. В случае изменения условий платежа такие условия должны быть указаны в соответствующем Приложении, прилагаемом к настоящему Контракту.

information regarding its subcontractors and on request present a complete list of all of Contractor’s approved subcontractors.

## **5. Delivery**

5.1 Delivery of the aircraft, Components or any other equipment required for performance of an agreed scope of maintenance, shall be carried out with DDP “coordinated location of the Contractor”, when from the Customer to the Contractor; and EXW “coordinated location of the Contractor” when from the Contractor to the Customer (all – by Incoterms 2010). Upon written consent of the Parties conditions and destinations of delivery may be changed.

5.2 The Parties may specify procedure of return of containers and packing, provided for delivery of equipment. Packing of any equipment to be sent hereunder, is carried out by ATA 300 specifications, unless otherwise agreed by the Parties in writing.

## **6. Payment**

6.1 Total aggregate hereof will not exceed \_\_\_\_\_. This limitation does not constitute an obligation to order a scope of such amount

6.2 Not more than 20% of the agreed scope of each shop visit shall be settled within 30 days upon issuance of the invoice.

6.3 80% of the agreed price volume and additional costs agreed with the Customer, if any, are paid after the aircraft is put into operation within 30 calendar days after the invoice is issued

6.4 Such procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the respective Order attached to this Contract.



6.5 В случае неисполнения Исполнителем предоплаченных обязательств в течение 90 календарных дней по причинам, отличным от Обстоятельств непреодолимой силы или Вины Заказчика, то вся предоплата возвращается Заказчику в течение 30 календарных дней после истечения означенного срока неисполнения. В дополнение, Заказчик будет в таком случае вправе требовать возмещения неустойки в размере 0,01% от размера предоплаты за каждый календарный день такого неисполнения, с ограничением 2%.

6.6 Счёт на оплату высылаются Исполнителем на адрес amd9@rossiya-airlines.com без неоправданной задержки, но не позднее 10 рабочих дней до даты оплаты. Если Исполнитель не предоставляет счёт вовремя, срок оплаты продлевается на время такой просрочки. В таком случае Исполнитель не будет задерживать оказание Услуг или выпуск ВС. Банковские расходы оплачиваются Стороной, совершающей платёж. Налоги оплачиваются или не оплачиваются в соответствии с действующим налоговым законодательством. Налоги, налагаемые в государстве выполнения обслуживания, оплачиваются Исполнителем. Валюта настоящего договора - \_\_\_\_\_.

6.7 Стороны соглашаются следующие ставки, которые применяются к обслуживанию по настоящему договору:  
Наценка за снабжение Материалом – 8% с ограничением 300 евро за позицию.  
Наценка за снабжение Компонентами – 8% с ограничением 1500 евро за позицию.  
Наценка за субподряд – 10% с ограничением 1000 евро за счёт за полную услугу (или услуги).  
При предоставлении любого оборудования Заказчиком никакие наценки не применяются.

6.8 В случае несогласия оплачивающей Стороны со стоимостью счёта, она своевременно оплачивает ту часть этой стоимости, с которой согласна, и немедленно письменно уведомляет другую Сторону о своём несогласии.

6.5 Should the Contractor fail to fulfill its obligations prepaid within 90 days by reasons other than the Force Majeure events or a Fault of the Customer, such prepayment shall be returned to the Customer within 30 days after end of such period of non-fulfillment. In addition, the Customer is entitled to charge 0,01% of the prepayment for each day of such non-fulfillment capped at 2% thereof.

6.6 The invoice for payment should be sent by the Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services or release of the Aircraft. Bank fees are paid by the Party which makes the payment. Taxes are paid or not paid according to valid tax legislation. Taxes levied in the state of performance of maintenance are paid by the Contractor. Currency hereof is \_\_\_\_.

6.7 The Parties agree with the following charges that apply to maintenance performed hereunder:  
Material supply charge: 8% capped at 300 EUR per line item.  
Component supply charge: 8% capped at 1500 EUR per line item.  
Subcontract charge – 10% per invoice for entire service(s).  
In case of any items supplied by the Customer no charges apply.

6.8 Should a Party paying hereunder disagree with a price in an invoice, it shall in timely manner settle that part of that price that it agrees with, and forthwith informs the other Party about its disagreement in writing. Interaction of

Взаимодействие Сторон в отношении части стоимости, с которой оплачивающая Сторона не согласна, управляется п. 12.2.

6.9 Аэропортовые сборы, оплата ангара, стоянки и любые сопутствующие расходы не оплачиваются Заказчиком в случае задержки выпуска в эксплуатацию в случае неудовлетворения существенным условиям, указанным в п.2.3.

6.10 По запросу Заказчика Исполнитель предоставит свидетельство налогового резидентства в подлиннике и подтверждение фактического получателя дохода.

## **7. Обстоятельства непреодолимой силы**

7.1 Ни одна из Сторон не несёт ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнение является следствием событий, обстоятельств или причин вне разумного контроля и основанием которых не была вина или небрежность включая среди прочего войну (объявленную и нет), терроризм, восстания или массовые беспорядки, пожары, наводнения, землетрясения, стихийные бедствия, эпидемии или карантинные ограничения, любое действие правительства или любого органа власти или его подразделения, правительственные реквизиции, забастовки или трудовые проблемы, являющиеся причиной прекращения, замедления или перерыва в работе, сбой информационных систем, здесь далее **Обстоятельства непреодолимой силы**. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства.

7.2 В дополнение к вышесказанному Стороны соглашаются, что задержка в

the Parties with respect to the disagreed part of the price is regulated by the clause 12.2 hereof.

6.9 Airport charges, hangarage, parking fees and any related charges are not paid by the Customer in case of a delay in release to service because of non-fulfillment of conditions set forth in the clause 2.3 hereof.

6.10 Upon request of the Customer the Contractor shall provide original of its tax residency certificate and a confirmation of the actual income receiver.

## **7. Force Majeure**

7.1 The Parties are not responsible for delay of non-fulfillment of their obligations, if such delay of non-fulfillment are caused by events, circumstances or reasons beyond their reasonable control and which are not caused by their Fault or negligence, including without limitation war (declared or not), terrorism, riots, fires, floods, earthquakes, natural calamities, epidemic, quarantine restrictions, any act of government, any public authority or a division thereof, governmental requisitions, strikes and labor troubles resulting in slowdown or cessation of work, IT-systems failures, each hereinafter a **Force Majeure event**. Should such circumstances directly affect fulfillment of obligations of a Party, such Party shall inform the other in writing and the period for fulfillment of the obligation shall be prolonged for the period that such circumstances lasts. Without such notice, a Force Majeure event is no ground for non-fulfillment of an obligation hereunder.

7.2 In addition to the said above the Parties agree that a delay in performance of

выполнении обслуживания будет просительной и Исполнитель не будет нести ответственность за такую задержку, если такая задержка вызвана:

- необходимостью получения разрешения Авиационного органа или производителя ВС;

- задержкой со стороны Заказчика в поставке ВС, особого инструмента и иного оборудования, которое по условиям настоящего договора должно быть поставлено Заказчиком;

- задержкой согласия Заказчика, когда такое согласие явно требуется по настоящему договору для продолжения или выполнения обслуживания;

## **8. Гарантия**

8.1 Гарантии на производственные дефекты, связанные с настоящим договором, не могут быть меньше, чем указанные в соответствующем заказе Заказчика. Срок гарантии начинается исчисление в дату выпуска ВС в эксплуатацию. Срок гарантии будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о нарушении, до дня, когда Исполнитель устранил это нарушение.

8.2 Гарантия применяется только на неисправности, обнаруженные в течение 1 месяца после выпуска в эксплуатацию. При обнаружении предполагаемой неисправности Заказчик письменно известит Исполнителя. В течение 7 календарных дней Исполнитель должен ответить на такое обращение, а в течение 21 календарного дня Стороны должны добросовестно прийти к согласию о причинах неисправности и применении устранения неисправности по гарантии.

8.3 Если Исполнитель не ответит на такое обращение Заказчика, неисправность считается признанной Исполнителем и подлежит полному устранению за счёт Исполнителя, включая прямые убытки, вызванные производственным дефектом. Заказчик в таком обращении сообщит Исполнителю время, место обнаружения

maintenance will be excusable and the Contractor shall not be liable for such delay, should such delay be caused by:

- necessity to obtain permission from the Aviation authorities or a manufacturer of the aircraft;

- delay of the Customer in delivery of aircraft, special tooling or other equipment which hereunder is to be supplied by the Customer;

- delay in Customer's approval, where such approval is expressly required hereunder to proceed or perform the maintenance.

## **8. Warranty**

8.1 Workmanship warranty hereunder shall not be less than given in the order of the Customer. The warranty term starts from the day of release of aircraft to service. The warranty term shall be extended to the time ensued from the day, when the Customer informs the Contractor of such breach, through the day, when the Contractor rectifies this breach.

8.2 Warranty hereunder applies only to defects detected within one month after release to service. In case of detection of presumed defect the Customer shall send written application to the Contractor. Within 7 days the Contractor shall respond, and within 21 days the Parties shall in good faith define the cause of the defect and applicability of the warranty.

8.3 Should the Contractor fail to respond to the Customer by such reference, the defect is deemed to be accepted by the Contractor and to be rectified by the Contractor at its costs in full, including assignable expenses allowance for damages, caused by workmanship defect. In such reference the Customer shall advise the

неисправности, наработку компонента, причину снятия, если применимо.

8.4 Исполнитель вправе запросить иные сведения, разумно нужные ему для определения причины неисправности и применения гарантии, чтобы в течение означенных 21 календарных дней установить применение гарантии к такой неисправности.

8.5 Стороны соглашаются, что гарантия не применяется к неисправностям, вызванным:

- нормальным износом;
- нарушения Заказчиком требований Авиационного органа и производителя ВС;
- авиационного происшествия, не вызванного такой неисправностью;
- повреждением от постороннего предмета.

8.6 По запросу Заказчика Исполнитель без оплаты со стороны Заказчика передаст Заказчику все гарантии, полученные от третьих сторон.

## **9. Представитель Заказчика**

9.1 В случае присутствия представителя Заказчика при выполнении обслуживания ему без дополнительной платы предоставляется доступ в интернет без ограничений в объеме передачи данных и доступ к международной телефонной связи для общения по вопросам выполнения обслуживания. В полномочия представителя Заказчика входит наблюдение за ходом выполнения согласованного объема, согласование и предложение Исполнителю дополнительного объема, проведение приёмки до выпуска в эксплуатацию, взаимодействие с Исполнителем, производителем и Авиационным органом. Стороны могут согласовать присутствие более чем одного представителя Заказчика. Должность представителя Заказчика может исполняться удалённо, к примеру, службой контроля качества и иными уполномоченными органами Заказчика.

Contractor time and place of detection of the defect, T/C, reason for removal, if applicable.

8.4 The Contractor may request other information reasonably required to it to define the cause of the defect and applicability of the warranty within the said period of 21 days.

8.5 The Parties agree that the warranty does not apply to defects caused by:

- normal wear and tear;
- non-compliance by the Customer with requirements of the Aviation authorities and manufacturer of the aircraft;
- accident not attributable to the defect;
- FOD.

8.6 Upon request of the Customer. The Contractor shall FOC for the Customer transfer to the Customer any warranty received from third parties.

## **9. Customer representative**

9.1 In case of attendance of representative of the Customer of performance of maintenance, (s)he is provided at no additional cost with access for purposes of communication with respect to the maintenance to the internet without limitations on traffics and access to international telephone. Authority of the representative include observance of performance of agreed scope of maintenance, approval and proposal of additional scope, performance of acceptance test before release to service, communication with the Contractor, Aviation authority and manufacturer of the aircraft. The Parties may agree on attendance of more than one representative of the Customer. Function of representative of the Customer may be carried out at distance, e.g. by a quality control or other authorized body of the Customer.

9.2 В ответственности Исполнителя предоставить представителю Заказчика пропуск и иные требуемые свидетельства безопасности для мгновенного и беспрепятственного доступа к месту выполнения обслуживания. В ответственности Исполнителя сообщить представителю Заказчика о наличии существенных ограничений (к примеру, на фотографирование), в месте выполнения обслуживания.

9.3 Если для выполнения обслуживания требуется выполнение работ или приобретение оборудования стоимостью выше 10 000 евро, или равносильную цену в иной валюте (по курсу ЦБ ЕС на день обращения Исполнителя Заказчику), то на такое действие будет требоваться письменное согласие Заказчика. Исполнитель немедленно обратиться к Заказчику, как только Исполнителю станет известно о возможности действия такой стоимости.

9.4. Представитель Заказчика имеет право осуществлять проверку качества выполнения обслуживания в любое время в рабочее или согласованное сверхурочное время в месте выполнения обслуживания.

## **10. Обслуживание**

10.1 В ответственности Заказчика доставить ВС, а в ответственности Исполнителя обеспечить немедленную доступность ангара для начала выполнения обслуживания — в соответствии с временем (часы и даты), согласованном Сторонами.

10.2 В ответственности Исполнителя сообщить Заказчику о наличии любых таможенных или подобных ограничений на ввоз, вывоз и пребывание ВС или любого оборудования в стране выполнения обслуживания.

10.3 Исполнитель выполняет обслуживание в соответствии с требованиями Авиационного органа и программы ТО Заказчика. В случае наличия дополнительных требований к

9.2 The Contractor is responsible for providing to the Customer security passes and any other security documents for instant and unhindered access to maintenance performed. The Contractor is responsible for informing the Customer of presence of any essential restrictions (e.g. photography), at the location of maintenance performed.

9.3 Should for performance of maintenance hereunder performance of works or purchase of equipment be required in amount greater than 10 000 EUR, or an equivalent thereof in other currency (by the exchange rate of the EU CB at the date of such request of the Contractor to the Customer), a written approval of the Customer shall be required for such actions. The Contractor shall forthwith refer to the Customer as soon as a possibility of an action of such amount comes to the knowledge of the Contractor.

9.4. Representative of the Customer is entitled to perform inspection of quality of maintenance performed anytime within working or agreed overtime hours at the location of maintenance performed.

## **10. Maintenance**

10.1 The Customer is responsible for delivery of the aircraft, and the Contractor is responsible for instant availability of the hangar for start of the maintenance – in accordance with the time (date and hours), agreed by the Parties.

10.2 The Contractor is responsible for informing the Customer of presence of any customs or similar restrictions on import, export and staying of aircraft or any equipment thereof in the country of maintenance performed.

10.3 The Contractor performs the maintenance in accordance with requirements of the Aviation authority, and the Customer's maintenance program. In case of additional requirements to

<p>обслуживанию, оные указываются Заказчиком в заявке.</p> <p>10.4 Стороны могут согласовать предоставление Исполнителем или субподрядчиками дополнительным трудовым ресурсам в соответствии с местным законодательством для предотвращения задержек в выполнении обслуживания по настоящему договору.</p> <p>10.5 Исполнитель без уважительной причины не будет запрашивать иную техническую документацию, кроме указанной Заказчиком в заказе.</p> <p>10.6 Места выполнения обслуживания указаны в действующем МОЕ Исполнителя.</p> <p><b><u>11. Ответственность Сторон и Страхование</u></b></p> <p>11.1 Стороны возмещают друг другу документально подтвержденный прямой ущерб.</p> <p>11.2 Любой косвенный и иной, отличный от прямого, ущерб, включая без ограничения упущенную прибыль, не подлежит возмещению Сторонами.</p> <p>11.3 Стороны соглашаются действовать разумным образом и стремиться уменьшить свои потери в случае наступления неблагоприятных обстоятельств, включая нарушение настоящего договора другой Стороной.</p> <p>11.4 Исполнитель обеспечивает действие течение срока выполнения соответствующего обслуживания, а также двух лет, после его истечения, каждое в размере не менее 300 000 долларов США за инцидент, следующих страхований:</p> <ul style="list-style-type: none"> <li>- страхование ответственности за качество продукта;</li> <li>- страхование ответственности владельца ангара.</li> </ul> <p>Эти страхования должны быть прямыми и не зависеть от оплаты взносов (пере)страхования. Страховщик, предоставляющий эти страхования должен</p>	<p>the maintenance, such are indicated in the order of the Customer.</p> <p>10.4 The Parties may agree provision by the Contractor or the subcontractors of additional manhour resources i.a.w. local legislation in order to prevent delays in completion of maintenance performed hereunder.</p> <p>10.5 The Contractor will not without due reason request other technical documentation than given in the order of the Customer.</p> <p>10.6 Locations of performed maintenance are indicated in valid MOE of the Contractor.</p> <p><b><u>11. Liability of the Parties and Insurance</u></b></p> <p>11.1 The Parties reimburse one to the other documentally proven direct damage.</p> <p>11.2 Any indirect or other than direct damage, including without limitation lost profit is not reimbursed.</p> <p>11.3 The Parties agree to act in a reasonable manner and endeavour to mitigate their losses in case of negative circumstance, including breach hereof by other Party.</p> <p>11.4 The Contractor shall procure within the term of the maintenance and two years thereafter, each in amount of 300 000 USD for an incident, of the following insurances:</p> <ul style="list-style-type: none"> <li>-Product Liability Insurance;</li> <li>- Hangar Keeper Liability.</li> </ul> <p>These insurances shall be primary and non-contributory to any insurances/reinsurances carried. Insurer proving these insurances shall be reasonable to the Customer and the owner of the aircraft.</p>
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быть разумно приемлем Заказчику и собственнику ВС.

11.5 Исполнитель несёт ответственность за сохранность ВС и любого его оборудования в течение всего времени, пока они находятся в распоряжении Исполнителя, за исключением ущерба по причине грубой халатности или умысла со стороны Заказчика.

## **12. Управляющее законодательство и подсудность**

12.1 Определения и условия настоящего договора истолковываются в соответствии с законодательством Англии и Уэльса.

12.2 В случае любого спора Стороны будут искать взаимоприемлемого решения в ходе добросовестных переговоров в течение 90 дней. В случае неуспеха этих переговоров в течении этого срока Стороны обратятся в Палату международной торговли, Лондон, Великобритания.

## **13. Действие**

13.1 Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и действует до 31.12.2021. Договор сохраняет своё действие для охвата согласованных гарантийных обязательств, превышающий этот срок.

13.2 Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 90 дней. Любое обязательство, не выполненное на время расторжения настоящего договора, должно быть выполнено в течение 30 рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.

11.5 The Contractor is liable for damages caused to the aircraft any equipment thereof while being in its custody, excepting cases of willful misconduct and gross negligence of the Customer.

## **12. Подсудность и Управляющее законодательство**

12.1 Provisions of this Contract shall be construed with respective laws of England and Wales.

12.2 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 90 days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK.

## **13. Validity**

13.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties and valid till 31.12.2021. This contract shall remain valid to cover warranty obligations after that period.

13.2 The Parties may at any time terminate this Contract by a 90 days prior written notice. Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.

<p>13.3 Слова, употреблённые в настоящем договоре, в единственном числе, также значат и множественное; и наоборот.</p> <p>13.4 «Согласованный», включая любое склонение, употреблённое в настоящем договоре, значит условие, указанное в заказе Заказчика, с учётом должным образом принятого Заказчиком объёма дополнительных работ.</p> <p>13.5 Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях, посредством официальных писем. Дополнений договора в таких случаях требоваться не будет. Кроме указанного случая, настоящий договор может быть изменяем только дополнительными соглашениями, подписанными уполномоченными представителями Сторон</p> <p>13.6 Если какое-либо положение настоящего договора станет незаконным или неисполнимым вследствие изменения законодательства, это не повлечёт за собой незаконности или неисполнимости всего договора. В таком случае такое положение будет считаться удалённым из договора. Если какое-либо из определений или слов, употреблённых в настоящем договоре, будет выведено из оборота или потеряет смысл (к примеру, при упразднении упомянутого органа), то его законный правопреемник или наиболее подходящий синоним автоматически заменит такое устаревшее слово в тексте договора.</p> <p>13.7 Не позднее даты подписания настоящего договора Исполнитель обязан представить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения № 1 к договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке собственников, в том числе конечных бенефициаров, или в составе исполнительных органов Исполнителя, последний обязан незамедлительно</p>	<p>13.3 Words used hereon in singular number also mean plural, and vice versa.</p> <p>13.4 Word “agreed”, including any declination, used herein, means provision from proposal of the Contractor indicated in the order of the Customer, subject duly approved by the Customer additional scope.</p> <p>13.5 The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p>13.6 Should any provision thereof become illegal und unenforceable due to change of legislation, this shall not cause illegality or unenforceability of the entire contract. In such case such provision shall be deemed as excluded from this contract. Should any definition or a word used herein come out of use or lose meaning (e.g. abolition of an authority referred to), its legal successor or most suitable synonym shall automatically exclude such obsolete word in the text hereof.</p> <p>13.7 At least on the date when this Contract is signed the Contractor shall provide the Customer with information in respect to all of its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to the composition of executive bodies according to the form of the Appendix No. 1 to the Contract, along with the confirming documents presented. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or in the composition of executive bodies of the Contractor, the latter shall immediately inform about them to the Customer with the confirming documents attached.</p>
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уведомлять об этом Заказчика с приложением подтверждающих документов. В случае нарушения обязательств по данному пункту или отказа от их выполнения Покупатель вправе в одностороннем внесудебном порядке отказаться от настоящего договора (расторгнуть договор), уведомив об этом Продавца за 3 дня до даты расторжения.

#### **14.1 Анतिकоррупционная оговорка**

14.1 При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.

При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.

14.2 В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 14.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме.

14.3 В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 14.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение

In case the obligations hereunder are violated or execution thereof is waived, the Customer shall be entitled to waive the Contract (terminate the Contract) unilaterally and within the extrajudicial procedure, having notified thereof to the Contractor three Days prior to the date of termination.

#### **14. Anti-corruption clause**

14.1 While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

14.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in the clause 14.1, the corresponding Party shall notify the other Party in writing.

14.3 In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of the clause 14.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.

После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.

В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 14.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцати) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.

**От имени Заказчика:**

**Кто:**

**Должность:**

**Когда:**

Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within thirty (30) calendar days from the date of receipt of the written notification.

In case of violation by any Party of its obligations to refrain from any actions specified in paragraph 14.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of thirty (30) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to thirty (30) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

**On behalf of the Contractor:**

**Who:**

**Position**

**When:**

Приложение № 1 к договору.

ФОРМА Информация о контрагенте

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

Должность, инициалы, фамилия руководителя контрагента \_\_\_\_\_  
Печать (подпись, дата)

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

ИСПОЛНИТЕЛЬ:

ЗАКАЗЧИК:

\_\_\_\_\_

\_\_\_\_\_

## Appendix 1 to the CONTRACT

## Contractor's Information

No.	Contractor's name (INN, activity type)						Contract (details, subject, price, validity period and other material terms and conditions)					No.	Information about the contractor's chain of ownership, including the beneficiaries (ultimate beneficiaries)						
	INN	OGRN	Contractor's name	OKVED code	Surname, first name, patronymic of CEO	Authority and number of the document to identify CEO	Number and date	Subject of the contract	Price (RUR, mln)	Validity period	Other material terms and conditions		INN	OGRN	Name/ Surname, first name, patronymic	Location/ place or registration address	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the executive body	Information about the confirming documents (name, details, etc.)
1.												1.1.							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												1.2							
												1.2.1							

Position, full name of the contractor's CEO \_\_\_\_\_

L.S. \_\_\_\_\_ signature \_\_\_\_\_ /date/ \_\_\_\_\_

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

1.1, 1.2 – owners of the contractor under contract (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. – owners of 1.1 entity (second level owners)

and further according to the similar chart up to the ultimate beneficiary (1.1.3.1)

THE CONTRACTOR:

THE CUSTOMER:

\_\_\_\_\_

\_\_\_\_\_