

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

Approval date 

06	06	2018r.
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### Procurement Documentation

Public request for proposals 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	06	06	2018r.	18:00 Moscow time
Date and time for the request receiving completion	28	06	2018r.	10:00 Moscow time
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	06	07	2018r.	
Commencement date for providing clarifications on procurement documentation		06	06	2018r.
Completion date for providing clarifications on procurement documents		22	06	2018r.
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Performance of heavy maintenance on Rossiya Airlines JSC's Aircraft Boeing 747-400 EI-XLH (serial No 27650).			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Performance of heavy maintenance on Rossiya Airlines JSC's Aircraft Boeing 747-400 EI-XLH (serial No 27650).			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1 400 000	USD	1	Ea.	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)		Delivery address: MRO – organization performing the works (Place of destination will be determined following the results of procurement procedure)			

Term and Payment Procedure for Goods (Work. Service)	20% of the fixed price shall be paid by the Customer on or before the day of maintenance commencement on each a/c to the corresponding account of the Supplier billed at least 15 days before the planned date of turning each a/c for maintenance; The rest of the fixed price shall be paid by the Customer upon the completion of maintenance before turning each a/c by the Supplier to the corresponding account of the Supplier billed at least 15 days before the planned date of maintenance completion for each a/c; The rest of the full maintenance price shall be paid within 30 days since the Customer receives the final bill from the Supplier on completion of works on each a/c.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable

### Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Period of work performance
Points Calculation Procedure for Criterion 1	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assesses the proposal of a participant; - $K$ - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 1	20
Name of Criterion 2	Fixed price of work
Points Calculation Procedure for Criterion 2	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assesses the proposal of a participant; - $K$ - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 2	40
Name of Criterion 3	Man hour rate for additional work
Points Calculation Procedure for Criterion 3	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assesses the proposal of a participant; - $K$ - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 3	30
Name of Criterion 4	The cost of A/C flight from Vnukovo Airport to work

	performance place
Points Calculation Procedure for Criterion 4	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assesses the proposal of a participant; - $K$ - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 4	10

## 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**

4.1. The payment method is cashless transfer.

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

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

**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-ΦZ 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 subject to two-stage check:

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

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

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

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

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

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

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

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

- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the 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 signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such 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>
предлагает заключить договор на
<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: <ol style="list-style-type: none"> <li>1. Period of work performance _____ calendar days;</li> <li>2. Fixed price of work _____ USD excluding VAT;</li> <li>3. Man hour rate for additional work _____ USD excluding VAT;</li> <li>4. Performance place _____</li> </ol>
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. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>		
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>		
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

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

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

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

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

OKPO \_\_\_\_\_  
OKVED \_\_\_\_\_

#### 4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding 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.	

#### 5. Contact person

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

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

**Principal**

(title of the Principal)

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

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

SEAL

Date of Issuance

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

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

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

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

**Terms of Reference**  
**For the Heavy Maintenance visit of Boeing 747-400 Aircraft**

**1. Scope of procurement**

Performance of heavy maintenance on Rossiya Airlines JSC's Aircraft Boeing 747-400 EI-XLH (serial No 27650).

**2. Range and description of the products, replaceability, equivalent, the required amount/quantity of the goods, work, services**

This procurement procedure is comprised of one Lot, which consists of the following item:

Range and description of the products (work, services)	Units of measurement	Quantity (Value)	Replaceability (equivalent)
Heavy maintenance visit (HMV) 1C-Check + additional work in accordance with the following work packages:  - XLH/HM-10.2018 1C-CH R00; - XLH/HM-10.2018 AD R00; - XLH/HM-10.2018 INTERIOR R00; - XLH/HM-10.2018 OOP R00; - XLH/H-DD R00.	Ea.	1	Not applicable

**3. The place of delivery of the goods, performance of the work, provision of services**

In the territory of a foreign state in accordance with the location of the maintenance facility of the Supplier. The location where the maintenance is to be performed will be specified during the procurement procedure.

**4. The delivery terms/schedule for the performance of the work/provision of services**

A/C type and model Boeing 747-400	Ser. № 27650	Reg. № EI-XLH
Date of the A/C delivery for maintenance	On or about 05.11.2018	
Work completion period:	Within 28 (twenty eight) days or less	
Scope of work	Heavy maintenance visit (HMV) 1C-Check + additional work	



## **5. Safety and quality requirements, technical characteristics, performance specifications**

- 5.1. The Supplier must have an EASA Part -145 certificate and a corresponding Rating/Capability List giving it the right to perform base and line maintenance on Boeing 747-400 type aircraft (with CF6-80C2B1F engines), sub-assemblies, parts, and components, removal/installation of engines and landing gear struts, performance of other jobs having to do with aircraft maintenance as well as the manpower, premises, tools, and equipment. Subcontractors can be hired within the quality management system of the Supplier to perform some of the maintenance jobs.
- 5.2. The Supplier must provide engineering and technical support for the work performed and issue a certificate on the admission of the aircraft to operation under the rules applicable to organizations certified in compliance with EASA Part-145.
- 5.3. The Supplier must have its own logistics system capable of ensuring the delivery of the required sub-assemblies, parts, and components at the request of the Customer.
- 5.4. The Supplier must ensure that all consumables necessary for the maintenance are supplied through the Supplier's logistics system.
- 5.5. The consumables, sub-assemblies, parts, and components provided by the Supplier must have attached certificates in accordance with the EASA requirements.
- 5.6. All VAT invoices, inspection and repairs reports and reports on the results of repairs and inspections must be provided (at request).

## **6. Payment Method, Due Date and Procedure**

- 6.1. Payment shall be made by bank transfer.
- 6.2. Customer's payment procedure
  - 6.2.1. 20% of the fixed price shall be paid by the Customer on or before the day of maintenance commencement on each a/c to the corresponding account of the Supplier billed at least 15 days before the planned date of turning each a/c for maintenance;
  - 6.2.2. The rest of the fixed price shall be paid by the Customer upon the completion of maintenance before turning each a/c by the Supplier to the corresponding account of the Supplier billed at least 15 days before the planned date of maintenance completion for each a/c;
  - 6.2.3. The rest of the full maintenance price shall be paid within 30 days since the Customer receives the final bill from the Supplier on completion of works on each a/c.

- 6.3. The Contractor shall pay a monetary compensation for each day of delay beyond agreed work completion period due to the Contractor's fault.

## **7. Requirements for the pricing of the product**

- 7.1. The fixed price of the maintenance shall cover:

- 7.1.1. The price of the work to be performed to carry out maintenance on Boeing 747-400 EI-XLH in accordance with the following documents (corresponding work packages – WP, ref Appendixes 1-4):

- XLH/HM-10.2018 1C-CH R00;
- XLH/HM-10.2018 AD R00;
- XLH/HM-10.2018 INTERIOR R00;
- XLH/HM-10.2018 OOP R00;
- XLH/H-DD R00.

Fixed price shall be calculated and quoted for each work package (WP) separately.

- 7.1.2. The price of the work to rectify defects in the amount of 100 man hours for each unplanned job resulting from the performance of each planned maintenance job (100+1 man hour = 1 man hour - paid separately)
- 7.1.3. Cost of consumables to complete all planned maintenance.
- 7.1.4. The price of consumables within \$1000 per part number of the product (P/N) needed to perform each unplanned job resulting from the performance of each planned maintenance job. For purchase of any single part with a market value greater than \$1000 the Supplier shall seek Customer's prior approval in writing.
- 7.1.5. Provision of a hangar for the entire period of maintenance and for 24 hours after the aircraft is rolled out of the hangar once the maintenance is completed.
- 7.1.6. Towing the aircraft into/from the hangar for maintenance.
- 7.1.7. Provision by the Supplier of a completed work package DFP in digital format by means of uploading it to the digital server of the Customer and sending the original work package to the address of the Customer within 10 days after the completion of the maintenance.

- 7.1.8. Provision of equipped and furnished rooms with access to the Internet on the premises of the Supplier to accommodate representatives of the Customer for the entire period of the maintenance. Issuance of passes for Customer representatives to allow them to access the premises of the Supplier and the hangar. Arranging for transfer of Customer representatives to and from the hangar. Arrange for the technical representatives of Customer to have mobile communications with international calls and access to the Internet.

## **8. Requirements to the content of Commercial Proposal and draft agreement**

A prospective Supplier's Commercial Proposal shall contain as a minimum the following:

- 8.1. The proposal date of the a/c induction for maintenance and the respective work completion period.
- 8.2. A cumulative fixed price of the maintenance, as a sum of fixed prices for each separate WP.
- 8.3. The man hour rate for the performance of work, including defects rectification in excess of 100 man hours for each defect, and for any additional works not otherwise covered by the fixed price.
- 8.4. In addition to the key parameters specified in paras. 9.1-9.3 above, the Commercial Proposal must stipulate:
  - The man-hour rate for engineering work, non-destructive testing (NDT), interior and sub assembly repairs carried out in-house, overtime work and work performed during holidays and on weekends.
  - Markup for handling materials provided by the Supplier, not exceeding 8 per cent of the catalog list price. The maximum amount of markup must not exceed \$1000 per order. Any materials supplied by the Customer must be handled free of charge.
  - The markup for works performed by subcontractors, not exceeding 6% of the subcontractor invoice amount. The maximum amount of markup must not exceed \$1000 per each subcontractor's invoice.

A procurement bidder can offer its own draft agreement meeting all mandatory conditions directly specified in the procurement documentation. All the terms and conditions specified in the Terms of Reference are mandatory.

## **9. Requirements for the period and scope of the warranty for the product, work, services.**

The warranty period for the maintenance must be at least 12 months/ 3000 flight hours/ 600 take-off and landing cycles (whichever comes first) upon a/c release from maintenance.

Appendixes:

- 1) XLH/HM-10.2018 1C-CH R00;
- 2) XLH/HM-10.2018 AD R00;
- 3) XLH/HM-10.2018 INTERIOR R00;
- 4) XLH/HM-10.2018 OOP R00;
- 5) XLH/H-DD R00.

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

# **CONTRACT**

**BETWEEN**

**ROSSIYA AIRLINES JSC**

**AND**

**TBD or The Customer**

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**Aircraft Maintenance Contract No \_\_\_\_\_ from \_\_\_\_\_ 17 according to EASA Part M.A. 708(c)**

Between TBD (TBD) referred to as "The CONTRACTOR"

and

"Rossiya airlines" JSC having its registered address at 196210, Saint-Petersburg, Pilotov str. 18/4, Russian Federation referred to as "THE CUSTOMER"

This contract No \_\_\_\_\_ from \_\_\_\_\_ 17, including all Appendixes is hereinafter referred to as the "Contract".

This Contract has the following Appendixes:

Appendix 1 - Commercial Terms;

Appendix 2 - List of Applicable Aircraft;

Appendix-3 - Individual Aircraft Work scopes.

## **Article 1 Definitions and Abbreviations**

### **Aircraft**

Means the Airframe, two (2) Engines, APU, Parts, Components and Aircraft Documentation, collectively, as operated by The Customer and specifically referred to in Appendix 2 of this contract or in any subsequent revision to Appendix 2. As the context requires, "Aircraft" may also mean the Airframe, any Engine, the APU, any Part, any Component, the Aircraft Documentation or any part thereof individually.

### **Airframe**

Means the airframe listed in Appendix 2 together with all Components relating thereto, except engines and the APU.

### **Airworthiness**

An Aircraft or component is airworthy if it conforms to 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 component was released to service.

### **Airworthiness Directive (AD)**

Means any airworthiness directive and/or mandatory note issued by the FAA or EASA, or any other requirement of the EASA applicable to the Airframe, either Engine, any Part or the Documentation.

**Aircraft Maintenance Program (AMP)**

Means Approved Maintenance Program designated by the Customer with a specific revision designator number and revision status, as shown in each Aircraft's work scope in Appendix 3.

**AOG**

Aircraft On Ground

**APU**

Auxiliary Power Unit.

**Authority**

Approving authority of the Customer and/or the Contractor, in accordance with whose requirements aircraft, subjects hereto, are operated and services, subjects hereto, are performed.

**Heavy maintenance**

All scheduled maintenance activities in accordance with the Customer's Approved Maintenance Program (AMP).

**Bermuda DCA/EASA Maintenance Organization Approval**

Approval issued by the Bermuda Department of Civil Aviation (DCA) or EASA, to the maintenance provider, based on Bermuda and/or EASA regulations.

**Calendar Day(s)**

The time period from 00:00 hours to 23:59 hours of any given day.

**CAME**

Means Continuous Airworthiness Management Exposition. This is the document describing an operator's organization structure and details of continuing airworthiness assurance.

**CLB**

Cabin Log Book

**Component**

Means any component, part, appliance, system module, engine module, accessory, material, instrument, communications equipment, furnishing or other item of equipment (other than complete Engines or engines or the APU) for the time being installed in or attached to the Airframe, any Engine or the APU or which, having been removed from the Airframe, any Engine or the APU.



**Consumables**

Means semi-finished products such as metal or plastic sheets or profiles, etc., fluids such as cleaning agents, pickling agents, primers, paints, etc., for surface treatment, adhesives, additional materials for welding or plasma jet welding or other materials or additives such as lubricants or fuels that are used for maintenance of Aircraft or Aircraft components. They are distinguished from components or standard parts in that they can only be used once. They are identified by a standard or other specification (or, in exceptional cases, by part number) in the maintenance and operational documents issued for the relevant Aircraft type by the Aircraft design organization. Consumables replaced during maintenance are typically interference fit bushings, swaged bearings, grease fittings, seals, filters, backup rings, oils, sealants, greases, paint and all AN/MS/NAS materials.

**Cosmetic Items**

Means items that are not of an airworthiness nature and may be Customer specific items such as, but not limited to, seat trim, decorative laminate and curtains.

**Customer Representative**

Means the authorized individual who shall exercise the rights of The Customer under this contract.

- sign for delivery of the Aircraft,
- accept non-rectification of defects,
- authorize charges,
- authorize additional Services,
- authorize sub-contracting of services, sign for acceptance of the Aircraft after issuance of a Certificate of Release to Service

**Customer Specific Material**

Material specific to customer and referred mainly to decor-related items such as, but not limited to carpets, curtains, seat covers, linings, placards.

**Deferred Item**

An item which may remain inoperable and/or defective within the terms of the Minimum Equipment List (MEL) or Configuration Deviation List (CDL) for a specified period of time.

**Delivery**

Delivery of Aircraft by The Customer to The Contractor at The Contractor's facilities no later than the time agreed upon in each Aircraft's individual Workslope, as specified in Appendix 3.

**DER**

Means Designated Engineering Representative in respect of repairs or modifications approved by the Authority.

**Detailed work package**

The detailed work package is the detailed description of the scope of service listing all single items to be performed during the Aircraft maintenance, as described for each individual Aircraft check in Appendix 3.

**Documentation**

All technical documentation, such as but not limited to the Aircraft Maintenance Manual (AMM), which is required to perform the services on the Aircraft.

**Engine**

Means each of the engines and attached components fitted to the Aircraft listed in Appendix 2 or any revision to Appendix 2.

**Engineering Order (EO)**

Mandating order issued by EASA Part-21/J or EASA Part-M, Subpart G approved engineering requiring work to be performed on the Aircraft.

**Excusable Delay**

A delay in redelivery of an Aircraft solely due to one or more of the following reasons:

- Unforeseen major defects or defects not covered by the Services and which are detected during final functional check;
- Material ordered from suppliers is temporarily or definitely not supplied due to no fault of CONTRACTOR;
- Documentation to be supplied by CUSTOMER is not available, incomplete or incorrect;
- Force Majeure or any other event outside the reasonable control of CONTRACTOR that prevents CONTRACTOR from Re-delivering the Aircraft on time;
- The CUSTOMER not accepting suitable material offered by CONTRACTOR and the CUSTOMER not being able to provide a suitable substitute in good time;

- CONTRACTOR not accepting materials which do not have suitable documentation such as EASA Form 1, or CUSTOMER furnished documentation approved by the CUSTOMER CA;
- The CUSTOMER or the CUSTOMER's Representative, without due cause, withholding or delaying its approval or consent where such approval or consent is required to proceed with the work;
- The CUSTOMER not delivering the Work Package as stipulated in this Appendix;
- Non-payment of charges by the CUSTOMER to CONTRACTOR resulting in CONTRACTOR being unable to meet its own obligation towards vendors and suppliers;
- Material necessary for the progress of the Services which was supposed to be supplied by the CUSTOMER was unavailable or supplied late;
- Delays in receipt of manufacturers or regulatory approval where such requests are submitted by CONTRACTOR with due diligence and in timely manner;
- Defects on airframe, engines, components which were unforeseen and which could not have been reasonably expected and which have any impact on the Services to be provided.

Any delay shall only be deemed excusable if CONTRACTOR proves that aircraft redelivery was delayed solely as a direct result of excusable delay(s).

### **Expendable Component**

Aircraft component, device or part of an Aircraft identified by part number in IPC for which there is no authorised repair procedure exist and which is to be disposed of if unserviceable. For example light cover, seals, filter etc.

Parts like Sidewall-Panels, Floor-Panels, and Lavatory-Floor-Pans etc., which are out of repair-limit, shall not be considered as Expendable Components.

### **FAA**

Means Federal Aviation Administration of United States of America.

### **Final work package**

The Final work package is the finalized detailed work package and describes all single items to be performed during Aircraft maintenance, as defined on an Aircraft by Aircraft basis in Appendix 3.

**Fixed Price**

A predetermined price for each Aircraft work scope, as defined in Appendix 3 on an Aircraft by Aircraft basis or single service or event.

**Force Majeure**

Extraordinary circumstances, which it was impossible to avert under the given conditions. To such kind of circumstances shall not be referred, in particular, the violations of obligations on the part of the debtor's counter-agents, or the absence on the market of commodities, indispensable for the discharge, or the absence of the necessary means at the debtor's disposal.

**FOD**

Means a substance, debris or article alien to the Aircraft, its engines or systems that may, if ingested or allowed to remain undetected, result in the premature failure or structural damage to the Aircraft, engines or systems.

**Incoterms**

Incoterms published by the International Chamber of Commerce, as per ICC Publication No. 560.

**Line Maintenance**

All routine and non-routine maintenance activities in accordance with The Customer's Approved Maintenance Program up to and including A-Checks or equivalent.

**Maintenance**

One or a combination of the following actions: Overhaul, repair, inspection, replacement, modification or rectification of discrepancies on an Aircraft or a component.

**Maintenance Data**

Means approved data for an Aircraft or component which has been issued by the OEM or design organisation which has developed the Aircraft or component or another appropriately approved design organisation to define the extent of maintenance to be performed on Aircraft or on Aircraft' component.

**Maintenance Records**

All documentation required by EASA/Bermuda DCA or specifically requested by The Customer to record the Services performed on an Aircraft, as defined by EASA M.A. 305 regulations.

**Material**

Components (rotables), standard parts, raw material and consumables.

**MOE**

Maintenance Organization Exposition according to EASA Part-145 and BDCA.

**NAA**

Means approving authority of The Customer and The Contractor.

**OEM**

Original Equipment Manufacturer.

**Official Published OEM Catalogue List Price (CLP)**

The latest price, without any discount or reductions, made public and available to any customer.

**Operator**

Means the Airline operating scheduled or unscheduled flights with the aircrafts subject to this Contract.

**Part**

Means any part installed on the Aircraft.

**Party**

Refers to any of the parties to this Contract.

**PMA**

Means Parts Manufacturer Approval. These are Parts manufactured by an organization other than the OEM and approved for use on the Aircraft by FAA and in compliance with EASA ED Decision 16.07.2007. Each PMA p/n used during maintenance shall be additionally approved by Rossiya airlines JSC engineering or representative on site.

**Raw Material**

Raw Material is identified by a standard or other specification (or by a part number in exceptional cases) in maintenance or operational documents issued by the Aircraft or component design organization concerned. Raw Materials are semi-finished products (such as sheet metal or metal / plastic profiles, etc.). They are distinguished from components or standard parts, in such a way that they cannot be used without machining or processing.

**Redelivery**

Means the act by which The Contractor tenders the Aircraft to The Customer for acceptance following the completion of the work scope as specified in Appendix 3 to the satisfaction of The Customer such that The Customer accepts the Aircraft from The Contractor by signing the acceptance certificate. In avoidance of doubt, issuance of certificate "Release to services" (CRS) is a mandatory condition of acceptance of an Aircraft by the Customer.

**Release to Service (CRS)**

The issuance of a Certificate of Release to Service by the maintenance organisation approved by the applicable authority confirming, unless otherwise specified, that the maintenance services listed therein have been carried out in conformity with the applicable requirements (e.g. EASA Part-145 requirements) by appropriate authorised personnel of the maintenance organisation and in accordance with the applicable maintenance organisation exposition, and that the Aircraft or component has been released to service.

**Repairable Components**

Aircraft component, device or part of an Aircraft identified by part number for which maintenance documents are issued by the original equipment manufacturer. For example: hydraulic pump, flight control actuator, drive unit etc. Parts like Sidewall-Panels, Floor-Panels, and Lavatory-Floor-Pans etc., which are out of repair-limit, shall be considered as Expendable Components

**Scope of Services**

General description of the work to be performed, as defined in Appendix 3.

**Services**

Work to be performed by The Contractor or any of its or the Customer's approved subcontractors under the terms and conditions of this contract.

**Single Item**

One each of a single material.

**Special Tools**

Tools and equipment provided by The Contractor or The Customer for the purpose of accomplishing the Engineering Orders, listed in the applicable Appendix 3.

**Standard Parts**

Standard Parts are parts that are defined in conformity with a national or international standard or specification, e.g. DIN / MS / NAS, or that are specified by a type certificate holder in approved documentation.

**Subcontractor**

Any Part 145 approved organization, approved by The Customer, rendering certain services on behalf of The Contractor.

**Suitable material**

Material which is approved as per quality standards defined within the Contract and both physically and functionally fit for the purpose

**TAT**

Means the period between the delivery day and the redelivery day inclusive.

**TLB**

Technical Log Book according to EASA M.A. 301, Operators Technical Log.

**Tools**

All devices and equipment required by The Contractor to carry out the Aircraft work scopes, as stated in Appendix 3.

**Landing, Parking and Fuel charges**

- The CUSTOMER shall be responsible for all fuel, landing, parking, handling, and other similar charges levied by the authorities.
- The CUSTOMER shall settle the charges under this Article directly with the authorities prior to the departure of the Aircraft from TBD facility. However, if TBD settles the charges it will be subjected to a markup in accordance with Article A.4 of this Contract.
- The Aircraft must be collected by the CUSTOMER on the completion of the agreed Services from TBD. Failure to collect the Aircraft, after a grace period of three (3) Working Days, will result in parking charges at the rate applicable at the time of such an occurrence. In addition to such charges, it is understood by the CUSTOMER that additional charges as may be imposed by the local authorities will be levied towards the CUSTOMER. All such charges will be settled before Aircraft departure.

**Article 2 Maintenance Contract according to EASA Part M.A. 708(c)****EASA Reference**

This maintenance contract is made in accordance the guidelines laid out in EASA Annex I, Part M, Appendix XI, AMC to M.A. 708 (c).

## **Appendix**

This contract together with Appendix 1, Commercial Terms, Appendix 2, List of applicable Aircraft and Appendix 3, Individual Aircraft work scopes form the body of this contract and all remain valid as long as the contract remains in force, as per Appendix 1, Article 25.

## **Article 3 Scope of Work**

The Scope of Services to be performed by The Contractor on The Customer's fleet shall be those necessary to conduct line maintenance, Heavy maintenance and modifications and further defined in article 16 and 17 of this contract and in the individual Aircraft work packages, as defined in Appendix 3.

## **Article 4 Location**

The services contained herein shall be conducted at The Contractor's Part 145 approved facility.

## **Article 5 Subcontracting**

Subcontracting of services shall not be allowed without prior written consent of The Customer.

In any case, The Contractor is responsible for performed subcontracting services.

If any need for subcontracting is known prior to signature of the relevant Appendix 3, the work intended to be subcontracted and the subcontractor shall be described in detail in this Appendix, with all appropriate approval certificates for the subcontractor made available. The signature on the applicable Appendix 3 will allow them approve the use of the subcontractor.

To apply for approval for any subcontracting after signature of the respective Appendix 3, The Contractor shall submit to The Customer in writing a detailed description of services intended to be subcontracted as well as the names of the respective subcontractors and all appropriate approval certificates.

Should services be subcontracted, The Contractor shall cause such subcontractor to grant The Customer representatives and the aviation authorities the same access rights to their facilities as to the Contractor's own facilities.

The Contractor shall cause such subcontractors to grant to The Customer the right to perform quality audits on site at any time. The Contractor shall cause subcontractors to enable The Customer and the aviation authorities to perform such audits.

The Contractor assures that findings resulting from any audit performed in connection with this contract shall be corrected as required and in due time. Failure to do so shall



constitute a breach of contract and shall be subject to the conditions set forth in Appendix 1, Article 25. Such corrective actions shall be corrected at the expense of The Contractor.

The Customer reserves the right to refuse The Contractor use of a subcontractor at any time if The Customer considers the subcontractor not appropriately approved for the task or if there is evidence of poor quality standards of work from the subcontractor.

## **Article 6 Maintenance Program**

The Customer's Approved Maintenance Program (AMP) is subject to constant revision and amendment and it is therefore not appropriate to state its approval number and revision status in the main body of this contract. The AMP approval number and revision status will be specified on each Aircraft's Appendix 3 contract and all services carried out will be in accordance with the latest Customer Approved AMP.

## **Article 7 Quality Monitoring**

The Customer shall be entitled to perform quality audits at The Contractor's site at any time in co-ordination with The Contractor's Quality Assurance department. The Contractor shall provide any support necessary to enable The Customer to perform such audits.

The Contractor shall grant The Customer access to any and all necessary information concerning its compliance with EASA/Bermuda DCA requirements in order for The Customer to exercise its airworthiness responsibility. The Customer reserves the right to spot audit an Aircraft undergoing maintenance at The Contractor's facility having given 24 (Twenty-four) hours notice to The Contractor's Quality Assurance department, subject to airside access approval granted by local authorities.

Upon receipt of appropriate documentation from the CUSTOMER, Contractor shall apply for the required security passes to enable access to Contractor premises (airside) where the Services are to be.

## **Article 8 Competent Authority Involvement**

The Contractor shall grant The Customers aviation authority personnel access to its facilities in order to audit and approve the facility and inspect the services performed on the Aircraft. If available, office accommodation will be provided by The Contractor upon request from The Customer.

## **Article 9 Airworthiness Data**

The Customer will supply The Contractor with all Aircraft manuals required to produce the work package and complete the maintenance checks 4 (Four) weeks before the commencement of the check, as shown on the list below. The Contractor shall return the manuals supplied back to The Customer within 2 (Two) weeks of redelivery. The Customer will at all times be responsible for the update, amendment and control of the said manuals. The manuals will be available digitally. The manuals supplied will include, but not be limited to the following,

- Relevant Airworthiness Directives;
- Aircraft repair file and/or damage chart;
- Aircraft Maintenance Manual (AMM);
- Approved Component Maintenance Manuals (CMM) for Galleys, Lavatories, Seats;
- Cabin Layout Drawing (LOPA);
- Loose Equipment List;
- Specification of paint scheme;
- Cabin Interior Specification;
- Work Package;
- Aircraft Illustrated Parts Catalogue (AIPC);
- Aircraft Wiring Diagrams (WDM);
- Aircraft Structural Repair Manual (SRM);
- Aircraft Troubleshooting Manual (or TSM);
- Operators Minimum Equipment List;
- Customer's CAME;

In addition to The Customer furnished information listed above, the services will be conducted in accordance with The Contractor's Maintenance Organization Exposition (MOE), a copy of which shall prior to execution hereof be supplied to The Customer's Quality Assurance department and The Customers representative. The Contractor shall at all times be responsible for the update and amendment of their MOE.

The CUSTOMER shall confirm, or shall cause its lessee (former, future or current, as applicable) to confirm, in writing, to TBD that all airworthiness data provided is to the latest revision status.

Where necessary the CUSTOMER will advise manufacturers/vendors that TBD will accomplish work on the Aircraft and shall authorize them to release any engineering

data, drawings, and/or other technical information that may be required by TBD for the performance of the Services under this Contract. Charges associated with such data release are the responsibility of the CUSTOMER.

Approved Component Maintenance Manuals (CMM) for Galleys, Lavatories, Seats or other Components as may be required;

Cabin Interior Specification; and loose equipment list.

## **Article 10 Incoming Conditions**

The Customer is responsible for planning the Aircraft work scopes and, unless The Customer requests that The Contractor compile the work package from The Customer supplied manuals and approved data, the preparation of work packages based upon The Customer's Approved AMP. In the event of The Contractor producing the work packages, The Customer representative shall be responsible for checking that the task cards are to the latest revision before The Contractor starts production on the Aircraft. Modifications, repairs and planned unscheduled maintenance and repairs will also be specified in the work scope based on the airworthiness management policies, as stated in The Customers CAME.

The following shall be supplied 1 (One) month prior to the maintenance unless otherwise provided by The Parties:

The Customer provides each individual Aircraft work scope as an Appendix 3 to this contract.

The Customer shall supply the complete work package, specified in the appropriate Appendix 3, with the required work cards to be performed. The Customer may request The Contractor compile the work package from The Customer supplied manuals and approved data. This request shall be made after the workscope submission.

The Contractor shall incorporate applicable deferred entries from the Aircraft Log to the Aircraft work package at the start of the check.

## **Article 11 Airworthiness Directives and Service Bulletins/Modifications**

The Contractor shall perform all Engineering Orders according to Appendix 3. At all times The Customer shall be responsible for the decision to implement Airworthiness Directives and Service Bulletins. All Airworthiness Directives or Service Bulletins shall be supplied with a cover sheet Engineering Order produced by The Customers engineering department, detailing accomplishment deadlines and all other specific requirements related to the Inspection or Modification. The Contractor shall certify the performance of such Engineering Orders in accordance with the instructions given on the Engineering Order and the Contractor's MOE. The Contractor shall return all data

connected with the accomplishment of Engineering Orders to The Customer. If during a maintenance event performed by the Contractor, Aviation authorities issue an AD, which directly affects airworthiness of an aircraft under such maintenance event, the Contractor shall apply all commercially reasonable efforts in order to incorporate such AD within the agreed downtime for such maintenance event. If it is reasonably impossible to avoid a delay in the downtime for performance of such maintenance event, the Parties shall in good faith agree either upon a prolongation of it; or performance of it in time on cost of other works.

Airworthiness directives / Service bulletins:

- a. Any deviation from AD's is subject to approval by the CUSTOMER's CA.
- b. The CUSTOMER is responsible for supplying TBD with all pertinent documents in sufficient detail/instructions for the accomplishment of Modifications unless otherwise agreed upon in writing.

### **Article 12 Hours and cycle control**

The Customer is responsible for the control of the hours and cycles on The Customers Aircraft. The Contractor will not need to track, amend or update the Aircraft's hours and cycles during the Heavy maintenance visit.

### **Article 13 Life Limited Parts**

The Customer shall at all times be responsible for the control of the Life Limited Parts. The Contractor performs the component removals as per each Aircraft's Appendix 3 work scope. The Contractor shall report all hours/cycle/calendar data connected with the installed LLPs to The Customer to allow The Customer to update its records.

### **Article 14 Supply of Parts**

The Contractor shall supply all Consumables and Expendables needed for performance of works on its costs. The Customer shall only supply Components needed for performance of works as per agreed scope. Supply of such Components shall be carried out with DAP (the Contractor's location) pursuant to the Incoterms 2010. Terms of delivery can be changed by The Parties.

Components, removed in order to be delivered to the Customer shall be sent to it with EXW (the Contractor's location) pursuant to the Incoterms 2010. In case of a delay of transferring to the Customer of a Component, which is in a loan, exchange or similar relation to a supplier, such supplier submits a claim to the Customer; the Contractor shall reimburse the Customer any documentary proven losses in respect to such claim.

- a. The Contractor shall remove loan Components on priority bases, subject to Customer requesting such removal at least 5 working days before the aircraft input. The Contractor shall remove such Component and deliver such loan Component to the Customer at the Contractor's location.
- b. During receiving, inspection, and processing of new or repaired/overhauled Equipment or Components, TBD shall verify that all necessary documentation has been received with the Equipment or Components. Such documentation may include, a Customer Serviceable Tag with and EASA Form 1 or FAA Form 8130-3, or Customer furnished documentation approved by the Customer CA.
- c. All parts provided by TBD shall be certified by TBD using its approved procedures and documents. New, repaired, inspected, or overhauled Equipment or Components shall have EASA Form 1 or FAA Form 8130-3.
- d. TBD shall complete and forward to the Customer Shop Finding Reports for all Components tested and/or overhauled in TBD Workshops.
- e. TBD is responsible for checking that all spare parts or pooled parts, which are to be fitted on the Customer Aircraft during the maintenance period are in compliance with EASA Part-145 or FAA Form 8130-3.
- f. TBD shall supply consumable/expendable materials required for the Services under this Contract. Any material supplied by TBD shall be reimbursed in accordance with the appropriate paragraph of Article A.4.
- g. All materials supplied by the Customer must be accompanied by a complete packing list and shall be delivered to TBD at least 1 week prior, unless otherwise agreed in writing by CUSTOMER and TBD to the layover start date. The Customer shall advise shipping details whenever a part is shipped to TBD to support the Services.
- h. In case the Customer is unable to supply any material under its responsibility, thereby endangering the time schedule of the Services, and if TBD, at its discretion, is able to procure such material on an expedited basis, the Customer agrees to bear all applicable extra costs incurred thereby and further agrees to pay for such purchases at the time of order placement.
- i. TBD shall supply all tools required for the routine checks. The Customer however shall be responsible for supply of all special tools as required for the Services (e.g. service bulletin incorporation, Modifications, Special Repairs etc.).

The Contractor's location given herein and used for deliveries shall be stated in respective Appendix 3, if not otherwise agreed by the Parties. The Parties may agree in writing other delivery terms hereunder.

## **Article 15 Pooled Parts at line stations**

Upon written request of the Customer, the Contractor may provide spare parts pool for line maintenance. The Contractor is responsible for checking that all spare parts or pool parts, which are to be fitted on the Customer's aircraft, at location in question, are in compliance with the EASA 145 requirements. This requires the Contractor to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Contractor reserves the right to reject a part provided by the Customer or its pool partner, if compliance with the above can't be assured. It is the Customer's responsibility to specify which spare /pool parts/consumable, the Contractor shall administrate and store.

## **Article 16 Scheduled Maintenance / Deferred Maintenance**

The detailed work package for an individual Aircraft shall be delivered and specified in Appendix 3 by The Customer no less than 1 (One) month prior to the commencement of the services on the said Aircraft. The work package will include the following documentation.

- List of all system, zonal, CPCP and structural inspection work cards required to be performed.
- List of all Engineering Orders to be performed and the Engineering Order work package
- List of required Component Changes including LLPs
- List of Certification Maintenance Requirement (CMR) tasks to be performed
- List of Airworthiness Limitation tasks to be performed
- List of deferred items to be rectified

## **Article 17 Unscheduled Maintenance/Defect Rectification**

The Contractor may perform any works other than as per agreed work scope only after written approval of the Customer's duly authorized representative. The Contractor shall ensure that all unscheduled maintenance and defect rectification certification paperwork is added to the Aircraft's work package and is certified in accordance with The Contractor's MOE and The Customers requirements.

Any defect arising from the work scope, or any defect arising from the additional work requests, shall be presented to the CUSTOMER Technical Representative prior to commencement of such defect rectification. The CUSTOMER shall decide which defects to defer to a later stage (only those defects that can be deferred in accordance

with CUSTOMER's MEL or authorization from the CA of the CUSTOMER or those defects that will not affect airworthiness of the Aircraft at the sole discretion of TBD).

In case of non-agreement of such defect rectification man-hours the CUSTOMER Technical Representative and TBD will negotiate in good faith to reach agreement, failure of which will be escalated to senior management of TBD and the CUSTOMER.

### **Article 18 Deferred Tasks**

The Contractor shall inform The Customer representative about all deferred defects/tasks and if applicable, MEL and CDL processes according to The Customer's CAME. The Contractor shall supply The Customer Representative with a report each and every time a defect or task is deferred. All deferred maintenance, routine or non-routine, of any airworthiness matter must be approved by The Customer Technical Representative before The Contractor can issue a Certificate of Release to Service.

### **Article 19 Deviation from the Maintenance Schedule**

Any deferment of a maintenance task or defect rectification has to be formally agreed by the CUSTOMER Technical Representative. TBD shall rectify defects in accordance with the maintenance manual, structural repair manual, wiring diagram etc. If data for defect rectification is unavailable in such documentation, TBD shall approach the CUSTOMER Technical Representative for approved instructions.

### **Article 20 Test flight**

One or more flight tests shall be performed if required by the Aircraft workscopes specified in Appendix 3, if mandated by a test procedure required to comply with the requirements stated in the approved documentation or if otherwise requested by The Customer. Upon completion of the services on an Aircraft, The Contractor shall prepare such Aircraft for flight test and shall issue a Certificate of Release to Service. The flight test shall be documented in The Customers Technical Log. All flight tests will be carried out in accordance with The Customers flight test procedure and the applicable requirements stated in the approved documentation test procedure. The Contractor's inspectors shall analyse The Customers flight crew flight test report and, if necessary, rectify any defects and raise a final certificate of release to service for the Aircraft. The Contractor shall assist The Customer wherever possible with the application for suitable airspace for flight tests, in due time according to The Customers requirements and ensure that adequate notice is given to The Customer representative for them to ensure a flight crew is available to conduct any given test flight.

The costs, risks, and insurance of such test flight shall be borne by the CUSTOMER.

### **Article 21 Release to Service Documentation**

The Contractor shall provide The Customer with all reporting and maintenance records as listed below. All reporting and maintenance records shall be made in readable and legible English and shall be kept in accordance with EASA/Bermuda and other applicable aviation authority requirements and those specified in The Customers CAME including without exception:

- Certificate of release to service.
- Aircraft Technical Acceptance Receipt
- List of Deferred Items
- Inspection compliance record sheet
- List of Certifying staff
- Panel opening-closing list
- Update of structural damage chart
- List of applicable working cards.
- List of carried out AD's, SB, EO etc.
- Compass swing card (if applicable).
- EASA Form 1 or equivalent for all maintained/inspected components and related shop finding reports.
- Complete set of certified job cards and other maintenance records such as serviceable tags, OEM service bulletins related to the work performed including all "dirty finger-prints"
- List of components replaced during Aircraft maintenance with historical utilisation data for Life Limited Parts.
- Documents proving traceability back to birth for Life Limited Parts not coming from the Customer
- List of agreed workscope deviations signed by The Customer representative
- Flight test report.
- Weighing Report if applicable
- List of Check Findings in reference to Customer Routine Tasks
- Structural repairs and associated drawings
- Report of significant findings, in particular those related to corrosion.
- Major repair and alteration for each structural repair performed out of SRM instructions following documentation will be provided.



- a) Complete communication with OEM including OEM approval
- b) FAA Form 8100-9 or other such OEM authority approved documentation approving performed repair

All data required by The Customer for them to raise warranty claims against third parties. If the warranty claim concerns man-hours and materials, these shall be separately identified by The Contractor, as directed by The Customer representative.

## **Article 22 Maintenance Recording**

The Contractor shall retain and store copies of the maintenance records in accordance with its MOE.

## **Article 23 Exchange of Information**

The Contractor shall provide The Customer with a layover plan highlighting the planned progress on the Aircraft prior to Delivery. Such plan shall provide daily production targets, critical paths and production milestones to allow The Customer representative to perform their job and co-ordinate activities with The Contractor. A pre-input meeting will be held between The Contractor and The Customer during the week preceding the commencement of the check to discuss and agree the layover plan, commit to the final workpackage and ensure all materials are available.

The Customer shall deliver the Aircraft to The Contractor according to the schedule agreed upon in Appendix 3. The Contractor shall sign an Aircraft acceptance certificate upon delivery of the Aircraft.

The Contractor shall provide The Customer representative with a milestone plan, highlighting the planned and actual progress on the Aircraft and any relevant critical paths. The plan shall provide sufficient detail to allow The Customer representative to perform his job and co-ordinate activities.

The Contractor shall keep The Customer representative continuously informed about the progress and involved in the performance of the services.

The Contractor shall inform, in writing, about the progress of the work at the following times and/or at the written request of The Customer representative.

- Daily report beginning at the start of the check up to the day of redelivery. The report shall include card closure percentage, critical path changes, spares shortages and significant findings that may extend the TAT.

- End of check report detailing all deviations from the agreed schedule, any quality issues and follow up actions and any required amendments to procedures or documentation resulting from the performance of the services on the given Aircraft.

In case of a possible or suspected deviation of the agreed TAT, The Contractor shall without undue delay inform The Customer about such deviation. The information shall include:

- Reason(s) for the deviation.
- Corrective actions.
- Scheduling impact, including new redelivery date.
- Agree amendments to the next Aircraft's Appendix 3 schedule, if applicable.

The Aircraft shall be redelivered by The Contractor to The Customer according to the schedule agreed upon in Appendix 3. The Aircraft will only be rendered for redelivery following the issuance of the Certificate of Release to Service and following the Customer acceptance check. This check shall be carried out by The Contractor's duly authorized representative, The Customers representative and, if appropriate, Quality personnel from both parties. This will include a check of all Aircraft loose equipment and other inventory and will allow The Customer representative for sign for the acceptance of the Aircraft.

## **Article 24 Meetings**

The Customer and The Contractor shall meet and address areas such as workscope planning, maintenance control, contract review, and quality matters. These meeting shall generally be held at The Contractor's facility, unless otherwise agreed. The following are the meetings to be held.

### Daily Production Meeting:

During the ground time of the Aircraft check on each working day, a meeting shall be held in which the status and progress of the works shall be reported. The Contractor shall provide meeting minutes.

### Post-input Meeting:

This meeting will be held to discuss any significant issues resulting from an Aircraft check following redelivery of the Aircraft to The Customer. The modifications, corrosions findings, significant system problems and quality issues will be discussed.

### Quality Meeting:

A quality meeting between The Customers Quality Manager and The Contractor's quality manager will be held at mutually agreed intervals to ensure adequate follow up on all quality issues.

## **Article 25 Title and Insurance**

a. The Customer shall provide insurance coverage of its Components, Aircraft and Materials throughout the maintenance period.

b. Title to Component and/or Materials supplied by Contractor shall remain with Contractor until such time as the Customer pays Contractor in full for such Component at which time the title will pass to the Customer. Contractor shall be responsible for loss of and/or damage to Component whilst under Contractor's care within the terms and conditions specified in Article (Liability and indemnity) hereto.

c. During the term of this Contract and for a minimum period of two (2) years after the termination or expiration of this Contract, the Customer shall effect and maintain in full force adequate insurances at no expense to Contractor. The insurances should be effected through brokers and with insurers reasonably satisfactory to Contractor. The insurances should cover but not be limited to the following risks (and Customer shall provide Contractor with certificate of insurances for the same):

c.1. Hull "all Risks" (herein refers to Aviation Hull All Risks and Aviation Hull War and Allied Perils, AVN 48 B excluding b in accordance with LSW 555D) Insurance for loss or damage of an Aircraft operated by Customer whilst flying and on the ground, and including its respective engines whilst fitted on an Aircraft;

c.2. Property "all Risks" including war risks covering Components whilst not installed on the Aircraft; and

c.3. Aircraft Third Party, Passenger legal liability cover, Cargo, Mail and Airline General Third Party (including products) for a combined single limit in a sum not less than US Dollars\_\_\_\_\_ any one occurrence each Aircraft operated by Customer and in the aggregate with respect to products liability.

d. In the event that Contractor retains title to Components, Expendables, Consumables or any other material in accordance with this Contract, Customer shall additionally provide Contractor with certificates of insurance evidencing that Contractor will be the loss payee in case of damage to or loss of such material.

e. Contractor shall maintain hangar keeper's liability insurance during the period where an Aircraft and/or Component, or any engine are in the custody of Contractor or Contractor's subcontractors and comprehensive aviation liability including products for

any damage caused to or by an Aircraft during its custody by Contractor with a combined single limit of not less than US Dollars \_\_\_\_\_

## **Article 26 Liability And Indemnity**

Without prejudice to the provisions of Article (Warranty) of the Contract, the Customer hereby renounces compensation for, and indemnifies and holds harmless the Contractor, its officers, agents, sub-Contractors and employees from and against any and all liabilities, claims, demands, proceedings, suits, judgments, damages (including without limitation any consequential and/or secondary damages) and losses including reasonable costs, fees and expenses in connection with, or incidental to:

The loss or damage of any property howsoever caused, including but not limited to property of the Customer, its officers, agents, sub-Contractors and employees , except if proven to have been gross negligent or willful misconduct;

Any delay in the return of such property, in each case caused by, arising out of, or in any way connected with this Contract, and any Attachments or Appendixes, or the performance thereof, while the same is in the custody of the Contractor, except if proven to have been gross negligent or willful misconduct;

The death of or injury to any person whomsoever arising out of, or in any way connected with this Contract, and any Attachments or Appendixes, unless caused by actions amounting to the gross negligence or willful misconduct of the Contractor, its officers, agents, sub-Contractors or employees.

Under no circumstances shall Contractor be liable to the Customer for any of the following types of loss or damage arising under or in relation to this Contract, and any Attachments or Appendixes, (whether arising for breach of this Contract, misrepresentation (whether tortious or statutory)), tort (including but not limited to negligence), breach of statutory duty, or otherwise):

- any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- any indirect or consequential loss or damage whatsoever, even if either Party was aware of the possibility that such loss or damage might be incurred by the other.

Notwithstanding any other provision of this Contract, and any Attachments or Appendixes, Customer shall not have any claim against the Contractor in contract, tort,

or otherwise in respect of the indemnities hereinabove arising from loss of use, production, revenue or business interruption or any other form of consequential loss whatsoever except as set forth in Article (Liability and Indemnity) part A herein, except in the case of negligence.

The total liability of the Contractor shall be capped at the amount of the insurance proceeds actually received by the Contractor with respect to such liability. This limitation of liability shall not apply in the case of personal death or bodily harm, or willful misconduct on the part of the Contractor and to the extent the same may not be excluded or limited as a matter of applicable laws.

The Contractor, his employees, agents, workers, officials, directors or subcontractors shall bear no responsibility for any losses or damage to the Aircraft/Component of the Customer when such Aircraft/Component is at the disposal of the Contractor, his employees, agents or sub-contractors provided that such damage is not caused by gross negligence or deliberate violation by the Contractor.

The obligations and liabilities of contractor expressly stated in the warranty (and in any Contract of which the warranty may be or become a part) are in lieu of, and the customer hereby expressly waives, as to contractor and its subsidiary/associated companies, all other conditions, guarantees and warranties whether oral or written, statutory or implied (and whether as to merchantability, fitness, quality, standard of workmanship, freedom from defects or otherwise) and contractor and its associated companies shall not be liable to the customer (and customer shall indemnify and hold harmless contractor) in respect of any injury, loss or damage whether special, direct, incidental or consequential loss (as herein defined) whether any claim is based upon theories of contract, strict liability, tort or otherwise except in the proven case of negligence.

## **Article 27 Technical Representative**

Only the CUSTOMER's employees or contracted employees shall be authorized to approve any additional works, over and above and/or defect rectification labor and/or material, sub-contracting of certain Services, Components overhaul/repair and any other matter on behalf of the CUSTOMER. The CUSTOMER shall notify TBD of the details of such Representative(s).

## **Article 28 Warranty**

TBD warrants to the Customer that at the time the Aircraft is offered to the Customer for acceptance, the work performed by TBD shall be free from defects. in workmanship introduced by TBD's servicing process for the period of time as defined in each Appendix. This warranty shall only apply to such defects of workmanship aforesaid as are discovered within the warranty period stated in any Appendix. Notification of such discovery shall be made to TBD in writing by the Customer within fourteen (14) days of

discovery of any defect(s), such warranty claim shall include the part number and serial number of an Aircraft and/or Component as well as specific information regarding the nature of the defect and the manner in which the defect became apparent in sufficient detail to indicate the reasons for the claim and to verify that the defect is covered by this warranty.

In the event that an Aircraft and/or Component becomes the subject of a warranty claim in accordance with Article A here above, the Customer shall return such Aircraft and/or Component to TBD within thirty (30) days of discovery of the defect, transportation charges incurred in returning an Aircraft and/or Component to TBD at TBD Location shall be pre-paid by the Customer and subsequently reimbursed to the Customer by TBD in the event that it is determined that the warranty claim is valid.

However, for practical purposes, should it be necessary to perform the work to rectify defects covered by a valid warranty claim hereunder at a location other than TBD Location then the Customer may, with the prior consent of TBD, have the rectification work undertaken in the most economical and convenient manner at another location. The Parties agree on the resource that should remain on the component / aircraft after the warranty works.

TBD will to the extent assign to the Customer such warranty benefits as may accrue to TBD under the terms upon which material is procured and incorporated by TBD in the Customer's Aircraft and/or Component under any Appendix.

In the event of the failure of any Component, the repair or Overhaul of which was sub-contracted out by TBD, the full benefits of any warranties therein provided by the sub-contractor and enjoyed by TBD, shall to the extent possible be assigned to the Customer.

### **Warranty Exclusions And Limitations**

. The Warranty set out in Article (Warranty) above is excluded where:

- The defective unit has been repaired, overhauled or modified after the Redelivery of the Component;
- The Component has been damaged or otherwise became defective due to corrosion resulting from or related to Customer' improper storage, servicing, testing and/or inspections;
- The defective unit other than the Component is not delivered to Contractor within the time set out in Appendix 3 (Item 3.3.) of Contract hereof, after the Customer has established the defect, save where Contractor expressly authorizes the Customer, in writing, to repair the defect and another suitably qualified facility, where it is uneconomical to repair the defect at Contractor's Location;

- The alleged defects are caused by normal wear and tear.

### **Representations And Warranty**

The Contractor and Customer each represents and warrants to the other Party as follows:

That it is a corporation duly organized and validly existing under the laws of the jurisdiction in which it is incorporated and, if relevant under such laws, is in good standing, and has the corporate power and authority, and all licenses, rights, permits, certifications, franchises and other privileges, necessary to execute and deliver, and to perform its obligations under this Contract

That the execution and delivery of this Contract and any Attachments or Appendixes thereto, and the performance of the Parties obligations hereunder, have been, or will be as the case may be, authorised by all necessary corporate action and do not contravene any provision of either Parties' certificate of incorporation or by-laws (or equivalent constituent documents) or any law, regulation or contractual restriction binding on or affecting it or its property.

That when executed, signed and delivered this Contract, and any Attachments or Appendixes thereto constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

### **Article 29 Validity**

This Contract shall come in effect on the day it is signed by the Parties and shall remain valid till 31.12.2019. In terms of warranty obligation this contract remains valid during warranty set forth herein.

### **Article 30 Confidentiality**

Except as required by law, both Parties and their respective employees, officers, directors, and personnel shall hold confidential all technical data and information ("Confidential Information") supplied by or on behalf of the other Party, whether security classified or not. Neither Party shall sell, assign, license, franchise, sub-license, or otherwise disclose the terms of this Contract or the specific terms of the Services provided hereunder (as specified in an Appendix) to any third party without the prior written consent of the other Party. Notwithstanding the aforesaid, the TBD may disclose on a need-to-know basis Confidential Information and/or the specific terms of the Services provided under this Contract to a third party, provided that the TBD will procure

that such third party adheres to the confidentiality and nondisclosure undertakings herein as if that third party were a party to this Contract.

### **Article 31 Governing Law And Jurisdiction**

This Contract and any dispute arising out of or in connection with this Contract which is not amicably solved by mutual Contract between the Parties, shall be submitted to the jurisdiction of country, or at Contractor's sole option either:

### **Article 32 Export Control**

The Customer agrees to comply with any export requirement or restriction imposed by the United Nations, United States of America, the European Union and any other jurisdiction that may be applicable to the Services provided under this Contract. The Customer shall not export or re-export any item, technical data and any related materials or information to any country, party, or person subject to such requirements or restrictions at the time of such export or reexport. The Customer shall indemnify against and hold TBD harmless from all liabilities, claims, demands, proceedings, suits, judgments, damages (including without limitation any consequential and/or secondary damages) and losses including reasonable costs, fees and expenses in connection with, or incidental to a breach by the Customer of its obligations under this Article 32.

### **Article 33 Taxes And Vat**

### **Article 34 Anticorruption clause**

34.1. 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.

34.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 34.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 34.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse



of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

34.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 34.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

### **Article 35. Legal addresses and bank details of the Parties**

CUSTOMER's:

«Rossiya airlines» JSC,  
18/4, Pilotov street,  
Saint-Petersburg,  
196210, Russia

BANK DETAILS (the currency of the contract is USD dollars, currency of payment is USD dollars)

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)  
ST.PETERSBURG, RUSSIA

SWIFT: SABRRU2P

Acc. 40702840455000000096

Correspondent Bank: The Bank of New York Mellon, New York, NY

SWIFT: IRVTUS3N

The invoices should be sent to e-mail: amd9@rossiya-airlines.com

CONTRACTOR's

BANK DETAILS

**Signatures:**

**For TBD:**

**For "Rossiya Airlines" JSC**

**Who:**

**Who: Andrei Pivovarov**

**Position:**

**Position: Technical Director**

**When:**

**When:**

## **Appendix 1 – Commercial Terms**

### **1. Payment conditions**

9.1. Payment shall be made by bank transfer.

9.2. Customer's payment procedure

9.2.1. 20% of the fixed price shall be paid by the Customer on or before the day of maintenance commencement on each a/c to the corresponding account of the Supplier billed at least 15 days before the planned date of turning each a/c for maintenance;

9.2.2. The rest of the fixed price shall be paid by the Customer upon the completion of maintenance before turning each a/c by the Supplier to the corresponding account of the Supplier billed at least 15 days before the planned date of maintenance completion for each a/c;

9.2.3. The rest of the full maintenance price shall be paid within 30 days since the Customer receives the final bill from the Supplier on completion of works on each a/c.

9.2.4. All invoices for payment shall be sent to amd9@rossiya-airlines.com without any undue delay in time as stated above. 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.

9.3. The Contractor shall pay a monetary compensation for each day of delay beyond agreed work completion period due to the Contractor's fault.

Fuel for ground run, flight test and departure assistance, aircraft towing, airport ground handling and navigation & parking charges at the airport, shall be the responsibility of the CUSTOMER.

### **10. Requirements for the pricing of the product**

The fixed price of the maintenance shall cover:

2.1. The price of the work to be performed to carry out maintenance on Boeing 747-400 EI-XLH in accordance with the following documents (corresponding work packages – WP, ref Appendixes 1-4):

- XLH/HM-10.2018 1C-CH R00;
- XLH/HM-10.2018 AD R00;
- XLH/HM-10.2018 INTERIOR R00;
- XLH/HM-10.2018 OOP R00;

- XLH/H-DD R00.

Fixed price shall be calculated and quoted for each work package (WP) separately.

2.2. The price of the work to rectify defects in the amount of 100 man hours for each unplanned job resulting from the performance of each planned maintenance job (100+1 man hour = 1 man hour - paid separately)

2.3. Cost of consumables to complete all planned maintenance.

2.4. The price of consumables within \$1000 per part number of the product (P/N) needed to perform each unplanned job resulting from the performance of each planned maintenance job. For purchase of any single part with a market value greater than \$ 1000 the Supplier shall seek Customer's prior approval in writing.

2.5. Provision of a hangar for the entire period of maintenance and for 24 hours after the aircraft is rolled out of the hangar once the maintenance is completed.

2.6. Towing the aircraft into/from the hangar for maintenance.

2.7. Provision by the Supplier of a completed work package DFP in digital format by means of uploading it to the digital server of the Customer and sending the original work package to the address of the Customer within 10 days after the completion of the maintenance.

2.8 Provision of equipped and furnished rooms with access to the Internet on the premises of the Supplier to accommodate representatives of the Customer for the entire period of the maintenance. Issuance of passes for Customer representatives to allow them to access the premises of the Supplier and the hangar. Arranging for transfer of Customer representatives to and from the hangar. Arrange for the technical representatives of Customer to have mobile communications with international calls and access to the Internet.

3. The warranty period for the maintenance must be at least 12 months/ 3000 flight hours/ 600 take-off and landing cycles (whichever comes first) upon a/c release from maintenance.

**Signatures:****For TBD:****For “Rossiya Airlines” JSC****Who:****Who: Andrei Pivovarov****Position:****Position: Technical Director****When:****When:****Appendix 2 - List of Applicable Aircraft**

Aircraft Boeing 747-400 EI-XLH (serial No 27650).

**Signatures:****For TBD:****Who:****Position:****When:****For “Rossiya Airlines” JSC****Who: Andrei Pivovarov****Position: Technical Director****When:**

### Appendix-3 - Individual Aircraft Work scopes

The required amount/quantity of the goods, work, services.

A/C type and model Boeing 747-400		Ser. № 27650	Reg.№ EI-XLH
Scope of work	Heavy maintenance visit (HMF) 1C-Check + additional work in accordance with the following work packages:  - XLH/HM-10.2018 1C-CH R00; - XLH/HM-10.2018 AD R00; - XLH/HM-10.2018 INTERIOR R00; - XLH/HM-10.2018 OOP R00; - XLH/H-DD R00.		

The delivery terms/schedule for the performance of the work/provision of services

A/C type and model Boeing 747-400		Ser. № 27650	Reg. № EI-XLH
Date of the A/C delivery for maintenance		On or about 05.11.2018	
Work completion period:		Within 28 (twenty eight) days or less	
Scope of work		Heavy maintenance visit (HMF) 1C-Check + additional work	

**Signatures:**

**For TBD:**

**For “Rossiya Airlines” JSC**

**Who:**

**Position:**

**When:**

**Who: Andrei Pivovarov**

**Position: Technical Director**

**When:**

## Appendix- \_\_\_\_\_ Form – Information about counterpart

№	Counteragent designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					№	Information about counteragent owners chain including beneficiaries (including ultimate ones)							
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counteragent designation	Russian Classificati on of Economic Activities (OKVED) Code	Full name of CEO	Series and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions			Taxp ayer Identi ficati on Num ber (INN)	Princi pal State Regis tratio n Num ber (OGR N)	Designation / Full name	Place of business, registration address	Series and number of ID document (for individual)	CEO/ member/ shareholde r/ beneficiary/ details about the executive board	Information about support documents (title, 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								
												---								

Counteragent's CEO position, name \_\_\_\_\_

Stamp \_\_\_\_\_ (signature, date)

Note: The table shall include detail information about counteragent owners chain (founders/shareholders: regarding founders/shareholders being legal entities, information about their founders, etc.) including ultimate beneficiaries:

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

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

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

For the Contractor:

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

For Rossiya Airlines JSC

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_



