

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

Approval date 

09	11	2018
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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	09	11	2018	18:00 MSK
Date and time for the request receiving completion	05	12	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, Russian Federation, 196210			
	07	12	2018	
Commencement date for providing clarifications on procurement documentation	09	11	2018	
Completion date for providing clarifications on procurement documents	22	11	2018	
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	The overhaul the landing gear of the Boeing 747-400			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		The overhaul the landing gear of the Boeing 747-400			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1 100 000	USD	5	e.a.	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			Not determined. The place of the repair will be determined after summarizing the results of the procurement procedure.		
Term and Payment Procedure for Goods (Work. Service)			Prepayment of no more than 20% of the Fixed price for overhaul – before commencement of landing gear overhaul by the Contractor. The balance of Fixed price and all additional		

	payments - within 30 calendar days from the date of receipt of final invoice from the Contractor issued after the Customer has received the overhauled landing gear.
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable: the bidder has the right to propose a counter draft of the contract in compliance with all the mandatory conditions expressly specified in the procurement documentation.

### Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	The price of the overhaul, USD
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	80
Name of Criterion 2	The cost of additional works and materials that are not included in the fixed cost, USD
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	10
Name of Criterion 3	Term of granting of quality assurances, months
Points Calculation Procedure for Criterion 3	To calculate the number of points use the following formula: $S_{sug} / S_{base} \times K$ , where: - $S_{base}$ – the best (greatest) of all the proposals of the participants; - $S_{sug}$ – to assess the participant's bid; - $K$ – the maximum number of points
Maximum number of points for criterion 3	10
<p>For a comparative assessment of bidders of request for proposals to select a supplier will use the following methodology:</p> <p>In case of receipt of application from the participant with the basis of delivery DAP, the contract price for evaluation purposes was adopted as given in the application;</p> <p>In case of receipt of application from the participant with the basis of delivery FCA, the price of the contract for valuation purposes is calculated by the following formula:</p> $N = P + T1 + T2 + T3 + T4 + D$ <p>where:</p> <p><math>N</math> – the price of the contract</p> <p><math>P</math> - the value proposition of the provider.</p>	

T1 - charges for customs clearance.  
 T2 - customs duties.  
 T3 - cost of services of the customs representative.  
 T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods).  
 D - the cost of transportation  
 Common basis for comparison of proposal shall be quoted prices of all bidders excluding VAT.

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

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (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. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers

contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

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

8.2. 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 signing of the agreement with the bidder whose proposal is considered the best – shall be not later than seven calendar days from the date of receipt of the agreement from the customer.



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

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

10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.

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

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

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

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

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

repeated request for quotations, request for proposals or apply another method of procurement.

## **12. Closing Provisions**

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

### **Appendices:**

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

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

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
<p>Quote:</p> <p>The price of the overhaul _____ USD excluding VAT.</p> <p>The cost of additional works and materials that are not included in the fixed cost _____ USD excluding VAT.</p> <p>Term of granting of quality assurances _____ months.</p> <p>FCA airport of shipment _____</p> <p>DAP transfer point _____</p>
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

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

<p>participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.</p>		
<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>		
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>		
<p>11.2. 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 _____																	
<b>4. Appendices to the Bidder Questionnaire Form:</b>																	
Description of Document	Number of Pages																
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).																	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).																	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.																	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).																	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.																	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.																	
<b>5. Contact person</b> _____ (state last name, first name, patronymic, telephone, fax, e-mail)																	
<b>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</b>																	
<table border="0"> <tr> <td><b>Principal</b> (title of the Principal)</td> <td>_____</td> <td>(signature)</td> <td>(state initials, last name)</td> </tr> <tr> <td></td> <td>SEAL</td> <td></td> <td></td> </tr> <tr> <td>Date of Issuance</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td></td> <td>(DD)</td> <td>(MM)</td> <td>(YYYY)</td> </tr> </table>		<b>Principal</b> (title of the Principal)	_____	(signature)	(state initials, last name)		SEAL			Date of Issuance	_____	_____	_____		(DD)	(MM)	(YYYY)
<b>Principal</b> (title of the Principal)	_____	(signature)	(state initials, last name)														
	SEAL																
Date of Issuance	_____	_____	_____														
	(DD)	(MM)	(YYYY)														

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

**Terms of Reference**

**1. Subject-matter of procurement**

Repair of landing gears of Boeing 747-400.

**2. Nomenclature, description of products, option to replace, equivalent**

Repair of 5 landing gears (including struts) removed from Boeing 747-400 EI-XLD:

No.	Description	PN	SN
1.	L/H WLG including L/H WLG SIDE STRUT P/N 65B19980-XX	161U1000-XX	CP001603
2.	R/H WLG including L/H WLG SIDE STRUT P/N: 65B19980-XX	161U1000-XX	CP001604
3.	L/H BLG including L/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001607
4.	R/H BLG including R/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001610
5.	NLG Including NLG DRAG STRUT P/N 65B01456- XX	162U1000-XX	CP000808

**3. Quantity/scope of required goods, works, services**

The total number of required units – 5 repaired landing gears for Boeing 747-400.

**4. Place of goods delivery, work performance and service provision**

Delivery address: supplier's – Contractor's location.

Minimum delivery terms:

From customer to contractor - DAP destination airport of consignee (contractor) (Incoterms 2010).

From contractor to customer - FCA departure point from contractor – for import to the RF or another specified by customer country, where landing gear exchange will occur (export customs formalities is the responsibility of contractor) (Incoterms 2010).

Contractor is entitled to propose better delivery terms, this will be considered by final price assessment with regard to logistics and decision making.

## 5. Dates or schedule of shipment/delivery of goods, performance of works and provision of services

Delivery: December 2018.

Storage: December 2018 - November 2019.

Start of repair: November 2019 or earlier.

Completion of repair and shipment: no later than February 2, 2020.

## 6. Requirements for safety, quality, technical performance, functionality:

- 6.1. In case of receiving low-quality equipment, all costs for its replacement shall be borne by the Contractor.
- 6.2. Landing gears must be operated by an organization that has an EASA Part-145 certificate.
- 6.3. The contractor should include the following minimum list of works (but may not be limited to them) to the fixed price for the overhaul:
  - Preparation and execution of scope of works for overhaul of landing gear, which must be performed in accordance with the Boeing CMM and SOPM (Standard Overhaul Practice Manual).
  - Replacement of standard material in accordance with CMM (including materials).
  - Replacement of all bushings (including materials).
  - Install new type of connectors (BACC63DW14B7SN and BACC63DY14B7PN) on brake limiter shipside's and brake equalizer rods respectively and Replace all wirings from J-boxes to brake rod connectors with new ones.

P/N	Description	Qty per shipset
BMS13-48T16C01G020-005	Brake rod wire	64
BMS13-48T16C01G020-004	Brake rod wire	64
BMS13-48T16C01G020-006	Brake rod wire	64
BMS13-48T16C1G20RED	Brake rod wire	64
BACC63DY14B7PN	Connector	16
BACC63DW14B7SN	Connector	16
BMS13-48T12C04G020	J-Box to brake rod wire	252

- All additional works and materials (O&A) up to \$ 5,000 USD for each additional work (including subcontractors) or for each additional part (per piece) at Boeing price (Boeing CLP).
- Works necessary for execution of services defined on a mandatory basis according to SB/SL and AD.



- Engineering services required to support overhaul.
- Testing of electrical wiring and hydraulic components.
- Testing of all installed components (LRUs).
- Landing gears packaging for shipment, weighing and measuring actual dimensions
- Applicable customs fees of country where repair will be performed.
- Storage of landing gears from delivery to the contractor till delivery to the customer, if necessary.

6.4. The following technical documentation shall be provided by the Contractor:

- EASA F1 with “Overhauled” status for each overhauled landing gear (issued for the entire landing gear set one day before shipment);
- LLP status of overhauled nose landing gear;
- Full Back to Birth Traceability for each LLP installed during overhaul of each nose landing gear;
- lists of components with a serial number that are part of each overhauled main landing gear in accordance with the Boeing drawing No. 160U0002
- list of replaced components, used consumables with attachment of forms for these components and materials.

6.5. List of additional components required to perform overhaul is ordered by Contractor upon agreement of the cost, delivery dates and supplier of products with the Customer's Logistics Group.

## **7. Requirements to price assessment**

7.1. Fixed price for overhaul includes customs payments and should not exceed the following amount: 800 000 USD. All additional work and materials that are not included in the fixed price should not exceed the following amount: 300 000 USD. All additional work and materials are subject to agreement with the Customer.

7.2 Terms and procedure for payment with regard to landing gear overhaul: prepayment of no more than 20% of the Fixed price for overhaul – before commencement of landing gear overhaul by the Contractor. The balance of Fixed price and all additional payments - within 30 calendar days from the date of receipt of final invoice from the Contractor issued after the Customer has received the overhauled landing gear.

## **8. Requirements to acceptance of goods, works, services**

### **Certificates**

- Packing list with the shipment content.
- Actual quantity, dimensions and weight of packed landing gear.
- Commercial and Transportation invoice for customs clearance shall include (if applicable): goods description, price per item and total cost, reference to the Contract, delivery and payment terms, route and carrier data.

Information on the day of materials/parts shipment shall be sent at least two weeks in advance, unless otherwise agreed by the parties, via e-mail to engineers of ATSD Logistics Department of “Rossiya airlines” JSC. E-mail: [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com)

## **9. Requirements to the term and scope of warranty for quality of goods, work, services**

The warranty period for work performed and materials provided by the Contractor shall be at least 2 years.

#### **10. Other required information**

Bidder is entitled to propose a counter draft contract while observing all mandatory conditions specified in the procurement documentation.

GOSTs application

State standards of the Russian Federation is not applied due to that each overhauled landing gear shall have an EASA F1 certificate.

**Договор об общих условиях [GTA] (Проект)**

**МЕЖДУ**

**Организацией по ТО и Ремонту [MRO]**

**И**

**АО «АВИАКОМПАНИЯ «РОССИЯ»**

**GTA (Draft)**

**BETWEEN**

**TBD [MRO]**

**AND**

**“Rossiya airlines” JSC**

**BETWEEN:**

\_\_\_\_\_ with  
headquarters at: TBD, hereinafter referred  
to as the "Provider"

And "**Rossiya airlines**" JSC whose place  
of business is at 18/4 Pilotov Street, St  
Petersburg, 196210, Russian Federation,  
(Hereinafter called "**Rossiya**").

hereinafter referred to as the "Parties", and  
as singular "Party".

This General Terms Agreement [GTA]  
No \_\_\_\_\_ from \_\_\_\_\_ 18, is hereinafter  
referred to as the "Agreement".

**ARTICLE 1 - UNDERSTANDINGS**

This Agreement shall come into force  
when signed by both Parties and all  
Appendices hereto are hereby expressly  
made a part thereof.

**1.1 Rossiya** will send their Landing  
Gear(s)/Part(s) to (\_\_\_\_\_)   
for Scheduled or Unscheduled Overhaul  
or Repair and (\_\_\_\_\_)   
will provide repair (overhaul) services and  
provide Exchange items, if applicable, as  
prescribed herein.

**ARTICLE 2 - DEFINITIONS AND INTERPRETATION**

In this Agreement, the following  
expressions have, except where the  
context otherwise requires, the following  
meanings:

"**Agreement**" means this Agreement,  
including the Appendices attached hereto,

**МЕЖДУ:**

\_\_\_\_\_   
зарегистрированный по адресу TBD,   
далее именуемой «Поставщик»

и **АО «Авиакомпания «Россия»**, адрес  
места нахождения: Российская  
Федерация, 196210, Санкт-Петербург,  
ул. Пилотов 18/4 (далее именуемая  
«**Авиакомпания «Россия»**»),

далее именуемые «Стороны» и каждая  
по отдельности «Сторона».

Настоящий Договор об общих условиях  
[GTA] № \_\_\_\_\_ от \_\_\_\_\_ 18, здесь и  
далее именуется как Договор.

**СТАТЬЯ 1 - ДОГОВОРЕННОСТИ**

Настоящий Договор вступает в силу  
после подписания обеими Сторонами, и  
в прямой форме указывается, что все  
Приложения к нему становятся его  
частью.

**1.1 Авиакомпания «Россия»** будет  
отправлять свои Шасси/Детали  
(\_\_\_\_\_) для ремонта и  
(\_\_\_\_\_) будет  
оказывать услуги ремонта и  
предоставлять подменное  
оборудование в Обмен, если  
применимо, как описано в настоящем  
договоре.

**СТАТЬЯ 2 – ОПРЕДЕЛЕНИЯ И ТОЛКОВАНИЕ**

В настоящем Договоре следующие  
выражения, кроме, если по контексту  
требуется иное, имеют следующие  
значения:

«**Договор**» означает настоящий  
Договор, включая Приложения к нему с

<p>as amended, extended or novated from time to time;</p> <p><b>“BER”</b> means Beyond Economical Repair, i.e. the cost of repairing a part is greater than 65 per cent (65%) of the cost of a new replacement Part;</p> <p><b>“CAA”</b> means the Civil Aviation Authority of the country of aircraft registration as amended by delegation clause i.a.w. Chicago convention, if applicable;</p> <p><b>CMM</b> means the component maintenance manual published by the OEM and current revision on the date of overhaul.</p> <p><b>“CSN &amp; CSO”</b> means Cycles Since New and Cycles Since Overhaul;</p> <p><b>“Concession”</b> means where a Landing Gear Part has failed rework as set out in the CMM, the dimension(s) and workscope recorded and a report submitted to the OEM for approval;</p> <p><b>“Cycle”</b> means one take-off and landing of an Aircraft;</p> <p><b>“Delivery Date”</b> means the date specified in a Purchase Order and agreed with the Provider in writing as the date on which Provider will deliver a Landing Gear(s)/Part(s), the Work Package for the Landing Gear(s)/Part(s) having been completed in accordance with the provisions of this Agreement;</p>	<p>внесенными изменениями, продлениями или новациями в соответствующий момент времени;</p> <p><b>«За пределами экономически оправданного ремонта [BER]»</b> означает: не подлежит восстановлению, т.е. стоимость ремонта детали превышает 65 процентов (65%) стоимости новой Детали взамен;</p> <p><b>«Управление гражданской авиации [CAA]»</b> означает Управление гражданской авиации страны регистрации ВС с учётом применимого права передачи по Чикагской конвенции;</p> <p><b>«Руководство по ТЭК [CMM]»</b> означает руководство по технической эксплуатации комплектующих, публикуемое Производителем оригинального оборудования [OEM] и текущую редакцию на дату осуществления капитального ремонта.</p> <p><b>«ЦМИ и ЦМКР [CSN &amp; CSO]»</b> означает Циклов с момента изготовления и Циклов с момента капитального ремонта;</p> <p><b>«Допущение»</b> означает в тех случаях, если Деталь шасси не прошла восстановление в соответствии с тем, как указано в Руководстве по ТЭК, записанные размер(ы) и объем работ и отчет, поданный Производителю оригинального оборудования для согласования;</p> <p><b>«Цикл»</b> означает один взлет и посадку Воздушного судна;</p> <p><b>«Дата поставки»</b> означает дату, указанную в Заказе на поставку и согласованную с Поставщиком в письменной форме в качестве даты, в которую Поставщик поставит Деталь(и) Шасси, перечень работ, выполненных на Шасси/Детали(я) согласно положениям настоящего Договора;</p>
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“**EASA**” means the European Aviation Safety Agency and any successor thereto;

“**Exchange**” shall mean the provision by (\_\_\_\_\_) to **Rossiya** of zero time from Overhaul (or as agreed by the Parties) Landing Gear(s)/Part(s) for **Rossiya** Time Expired Landing Gear(s)/Part(s). This Exchange shall apply for purposes hereof in case of a delay in agreed overhaul of a Landing Gear(s)/Part(s) performed hereunder, or in case of a BER case of such Landing Gear. Such For the former case such Landing Gear shall be provided by the Provider FOC for Rossiya. For the latter case a rate of TBD per day of such Exchange shall apply. ;

“**Exchange Fee**” means the fee payable by **Rossiya** to the Provider in consideration for the supply by Provider of each Exchange Landing Gear(s)/Part(s);

“**Exchange Programme**” means the supply of the Exchange Landing Gear(s)/Part(s) against delivery and transfer of title to the Time Expired Landing Gear(s)/Part(s) contemplated by this Agreement;

“**Landing Gear(s)/Part(s)**” means any landing gear or landing gear unit or component;

“**OEM**” means the Original Equipment Manufacturer;

“**Out of Scope**” means all additional work being necessary to fully restore each Landing Gear(s)/Part(s) to Overhauled condition over and above the Work

«**EASA**» означает Европейское агентство по авиационной безопасности и любого его правопреемника;

«**Обмен**» означает предоставление (\_\_\_\_\_) **Авиакомпания** «**Россия**» нулевого от Капитального ремонта (или в соответствии с тем, как согласовано Сторонами) Сменного Шасси/Детали(ей) взамен Шасси/Детали(ей) с истекшим сроком службы. Настоящий Обмен применяется для целей настоящего договора в случае задержки согласованного капитального ремонта Шасси/Детали(ей), выполняемого по настоящему договору, или в случае BER такой/таких Шасси/Детали(ей). В первой случае такая/такие Шасси/Деталь(и) будут предоставлены Поставщиком безвозмездно для Авиакомпания «Россия». Во втором случае будет применяться ставка !!! за календарный день такого Обмена;

«**Плата за обмен**» означает плату, подлежащую оплате **Авиакомпанией** «**Россия**» Поставщику за поставку Поставщиком каждого Сменного Шасси/Детали(ей);

«**Программа обмена**» означает поставку Сменного Шасси/Детали(ей) шасси после поставки и передачи права собственности на Шасси/Деталь(и) с истекшим сроком службы, предусмотренное настоящим Договором;

«**Шасси/Деталь(и)**» означает любое шасси или любую стойку шасси или компонент шасси;

«**OEM**» означает Производителя оригинального оборудования;

«**Вне рамок объема**» означает всю дополнительную работу, которая необходима для полного восстановления каждого

<p>Package as defined in the Basic Overhaul Price;</p> <p><b>"Overhaul"</b> means restoration of any Time Expired Landing Gear(s)/Part(s) so that it can achieve its defined full overhaul life, defined as number of landings, calendar period or flying hours as set out in the relevant OEM Landing Gear Service Bulletins;</p> <p><b>"Part(s)"</b> means each component, furnishing or equipment of any kind supplied with, or as a Part of, a Landing Gear;</p> <p><b>"PMA Parts"</b> means Parts Manufacturer Approval - spare parts not manufactured, approved or recognised by the OEM;</p> <p><b>"Purchase Order"</b> means a Purchase Order issued by <b>Rossiya</b> which incorporates by reference the provisions of this Agreement and relates to a Work Package in respect of a Landing Gear(s)/Part(s), as amended or extended from time to time in accordance with this Agreement;</p> <p><b>"Repair"</b> means the restoration of Landing Gear(s)/Part(s) to a serviceable condition so that the Part is able to achieve the remainder of its Overhaul life;</p> <p><b>"Scheduled Arising"</b> means the Overhaul of Landing Gear(s)/Part(s) which falls due as a consequence of reaching the</p>	<p>Шасси/Детали(ей) до состояния после Капитального ремонта сверх и более чем Объем работ в соответствии с тем, как он определен в Базовой цене за капитальный ремонт;</p> <p><b>«Капитальный ремонт»</b> означает восстановление любого Шасси/Детали(ей) с истекшим сроком службы с тем, чтобы оно могло достичь установленного полного срока службы до капитального ремонта, который определен как количество посадок, календарный срок или время налета в соответствии с тем, как указано в соответствующих Сервисных бюллетенях шасси Производителем оригинального оборудования;</p> <p><b>«Деталь(и)»</b> означает каждый компонент, принадлежность или оборудование любого рода, поставляемого с Шасси или в качестве Детали шасси;</p> <p><b>«Детали РМА»</b> означает Согласование деталей Производителем – запасных частей, не изготовленных, согласованных или признаваемых Производителем оригинального оборудования;</p> <p><b>«Заказ на поставку»</b> означает Заказ на поставку, оформленный <b>Авиакомпанией «Россия»</b>, который включает путем ссылки положения настоящего Договора и относится к Объему работ в отношении Шасси/Детали(ей), с внесенными изменениями или продлениями в соответствующий момент времени согласно настоящему Договору;</p> <p><b>«Ремонт»</b> означает восстановление Шасси/Детали(ей) до работоспособного состояния с тем, чтобы Деталь могла достичь оставшегося Срока службы до капитального ремонта;</p> <p><b>«Плановое возникновение ремонта»</b> означает Капитальный ремонт Шасси/Детали(ей), срок которого</p>
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<p>defined Cycle or calendar limit as defined in the appropriate CMM;</p> <p><b>“Specification”</b> means the document setting out the required condition of Landing Gear(s)/Part(s) after completion of the Work Package on delivery to <b>Rossiya</b> and which shall be attached to the Purchase Order;</p> <p><b>“TSN &amp; TSO”</b> means Time Since New and Time Since Overhaul;</p> <p><b>“Time Expired Landing Gear(s)/Part(s)”</b> means the non-incident, repairable Landing Gear(s)/Part(s) of same or equivalent part number, configuration and weight category as the Exchange Landing Gear(s)/Part(s) provided by Provider hereunder returned by <b>Rossiya</b> to Provider having reached time limitation or the number of Cycles permitted between Overhauls as defined in the appropriate CMM;</p> <p><b>“Unscheduled Arising”</b> means Landing Gear(s)/Part(s) returned for Repair prior to reaching the defined time limitation or number of Cycles as defined in the appropriate CMM;</p> <p><b>"VAT"</b> means Value Added Tax;</p> <p><b>"Warranty"</b> means the Warranty given by Provider for a specified period of time in</p>	<p>наступает в результате достижения установленного ограничения Цикла или календарного ограничения в соответствии с тем, как определено в соответствующем Руководстве по ТЭК;</p> <p><b>«Спецификация»</b> означает документ, устанавливающий требуемое состояние Шасси/Детали(ей) после завершения Объемов работ при поставке <b>Авиакомпания «Россия»</b> и которая должна быть приложена к Заказу на поставку;</p> <p>«Наработка с момента эксплуатации и капитального ремонта <b>[TSN &amp; TSO]</b>» означает Нарботку с начала эксплуатации и Нарботку с момента капитального ремонта;</p> <p><b>«Шасси/Деталь(и) с истекшим сроком службы»</b> означает Шасси/Деталь(и) не после инцидента, ремонтпригодное за таким же или эквивалентным номером детали, конфигурации и весовой категории как и Сменное Шасси/Деталь(и), предоставленное Поставщиком по настоящему Договору, возвращенное <b>Авиакомпанией «Россия»</b> Поставщику, которое достигло ограничения по времени или количеству Циклов, разрешенных между Капитальными ремонтами в соответствии с тем, как установлено в Руководстве по ТЭК;</p> <p><b>«Внеплановое возникновение ремонта»</b> означает Шасси/Деталь(и), возвращенные для Ремонта до достижения установленного ограничения по времени или количеству Циклов в соответствии с тем, как указано в соответствующем Руководстве по ТЭК;</p> <p><b>«НДС»</b> означает Налог на добавленную стоимость;</p> <p><b>«Гарантия»</b> означает Гарантию, данную Поставщиком на указанный</p>
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respect of each Part, which has undergone Repair or Overhaul by Provider;

“**Work Package**” means, in relation to a particular Landing Gear(s)/Part(s), the Scope of Work defined at Appendix .... and specified in a Purchase Order or defined elsewhere in the Agreement.

### ARTICLE 3 - PURCHASE ORDERS

3.1 Under the terms of this Agreement **Rossiya** shall provide the following level of detail:

- 1)The precise nature of the Work;
- 2)The identity and address of **Rossiya** freight forwarding or shipping agent;
- 3)The Airworthiness Release Certificate required: EASA Form.
- 4)The Part Number(s) and Serial Number(s) of the incoming Landing Gear(s)/Parts to Provider together with the appropriate CSO/CSN or TSN/TSO, if applicable.
- 5)Any recommended Service Bulletins published by the OEM which are outside of the Work;
- 6)The exact “Configuration Standard” of the Landing Gear(s)/Part(s) to be delivered by Provider to **Rossiya**, including but not limited to:

- a. Nose Landing Gears Part Numbers;
- b. Forestay;
- c.Main Landing Gears Part Numbers;
- d.Sidestays;

период времени в отношении каждой Детали, которая подверглась Ремонту или Капитальному ремонту Поставщиком;

«**Объем работ**» означает применительно к конкретному Шасси/Детали(ям) Объем работ, установленный в Приложении .... и указанный в Заказе на поставку или установленный в других частях Договора.

### СТАТЬЯ 3 – ЗАКАЗЫ НА ПОСТАВКУ

3.1. Согласно условиям настоящего Договора **Авиакомпания «Россия»** предоставит следующий уровень детализации:

- 1)Точный характер работ;
- 2) Сведения и адрес транспортно-экспедиторской или транспортной компании **Авиакомпания «Россия»**;
- 3)Требуемый Сертификат допуска к летной эксплуатации: EASA Форма.
- 4) Номер(а) детали и Серийный номер(а) отправляемого Шасси/Детали(ей) Поставщику вместе с соответствующими Циклами с момента изготовления и Циклами с момента капитального ремонта - CSO/CSN или Нарботками с начала эксплуатации/Нарботками с момента капитального ремонта - TSN/TSO, если применимо.
- 5)Любые рекомендованные Сервисные бюллетени, публикуемые Производителем оригинального оборудования, которые не входят в Объем работ;
- 6)Точный «Стандарт конфигурации» Шасси/Детали(ей) к поставке от Поставщика **Авиакомпания «Россия»**, включая но не ограничиваясь:

- a.Номера деталей носовой стойки шасси;
- b.Передний подкос;
- c.Номер деталей Основной стойки

e.Systems to be installed on the Nose Landing Gears Parts; and  
f.Any other equipment where appropriate

3.2 Provider and **Rossiya** agree that the terms and conditions contained in this Agreement shall apply in relation to performance of the Work Package and that any terms and conditions appearing on the reverse of a Purchase Order or an Order Acknowledgement Form, or that referred to on the front of such documents or of similar, other than special conditions agreed to by Provider and **Rossiya**, shall not apply.

#### **ARTICLE 4 – DELIVERY – TRANSPORTATION AND PACKING**

4.1 Provider shall deliver Landing Gears/Parts FCA (Incoterms 2010) Provider premises or agreed MRO premises as the case may be (export customs formalities is the responsibility of contractor).

Original shipping documents shall accompany the Landing Gears/Parts. A copy will be sent separately. The shipping documents shall include:

- a proforma invoice (with indicating the value of the exchange and the market value of the Landing gears/Parts for the customs purposes), if necessary,
- history files (delivery report),
- a shop finding report,
- an airworthiness certificate.

**Rossiya** shall deliver the Landing Gears/Parts to Provider DAP (Incoterms

шасси;  
d.Боковые подкосы;  
е.Системы, которые будут установлены на Деталях Носовой стойки шасси; а также  
f.Любое иное оборудование, если это необходимо.

3.2 Поставщик и **Авиакомпания «Россия»** согласны, что условия и положения, содержащиеся в настоящем Договоре, применяются к выполнению Объем работ и что любые условия и положения, указанные на обратной стороне Заказа на поставку или Формы подтверждения заказа или те, которые указаны на титульном листе таких документов или подобных, за исключением тех условий, который были согласованы Поставщиком и **Авиакомпанией «Россия»**, не применяются.

#### **СТАТЬЯ 4 – ПОСТАВКА – ПЕРЕВОЗКА И УПАКОВКА**

4.1 Поставщик поставяет Шасси/Детали на условиях FCA (Инкотермс 2010 г.) на территорию Поставщика или согласованную ремонтную базу, смотря по обстоятельствам.( экспортные таможенные формальности – ответственность Поставщика)

Оригиналы товаросопроводительных документов следуют вместе с Шасси/Деталими. Копии будут отсылаться отдельно. Товаросопроводительные документы включают:

- Счет-проформу (с указанием стоимости обмена и рыночной стоимости шасси/деталей для таможенных целей), если необходимо,
- Формуляры (акт поставки),
- Отчет о результатах проверки в заводских условиях,
- сертификат летной годности.

**Авиакомпания «Россия»** поставит Шасси/Детали Поставщику на условиях

2010), to destination airport of consignee (provider) or agreed MRO premises as the case may be Provider's premises. The costs of insurance and transportation to the named point of delivery of the Landing Gears/Parts shall be borne by **Rossiya**. Original shipping documents shall accompany the Landing Gears/Parts. A copy will be sent separately. The shipping documents shall include:

a proforma invoice, if necessary, history files, when applicable, detailed shop finding reports of previous overhauls.

Deliveries may be carried out with other conditions and to other destinations, in both directions, upon mutual consent of the Parties.

4.2 Landing Gears/Parts will be shipped to **Rossiya** on special crates/frames, which are and will remain Provider property. The same special crates/frames shall be used by **Rossiya** to return similar items. Each party shall pack the Landing Gear(s)/Part(s) in accordance with the OEM's CMM or failing relevant provisions therein, in accordance with the provisions of ATA 300. Delivery will occur under the Incoterms and at the place specified at 4.1.

## ARTICLE 5 - SUBCONTRACTING

**Rossiya** acknowledges that all or part of the Work Package performed on Exchange Landing Gear(s)/Part(s) or Time Expired Exchange Landing Gear(s)/Part(s) may be performed by other Repair and Overhaul companies of the Provider

DAP (Инкотермс 2010г.) место назначения аэропорта получателя (исполнителя) или согласованная ремонтная база, смотря по обстоятельствам.

Оригиналы товаросопроводительных документов следуют вместе с Шасси/Деталими. Копии будут отсылаться отдельно. Товаросопроводительные документы включают:

Счет-проформу, если необходимо, формуляры, если применимо, подробные отчеты о результатах проверки в заводских условиях по предыдущим капитальным ремонтам.

Поставки могут осуществляться на других условиях и в другие пункты поставки в обоих направлениях после взаимного согласования Сторонами.

4.2 Шасси/Детали будут отправляться **Авиакомпания «Россия»** в специальных клетях/рамах, которые являются и будут оставаться собственностью Поставщика. Эти же специальные клетки/рамы используются **Авиакомпанией «Россия»** для возврата подобных позиций. Каждая сторона упаковывает Шасси/Деталь(и) согласно Руководству по ТЭК Производителя оригинального оборудования или если без соблюдения положений настоящего Договора, согласно положениям ATA 300. Поставка осуществляется согласно Инкотермс и в место, указанное в пункте 4.1.

## СТАТЬЯ 5 - СУБПОДРЯД

**Авиакомпания «Россия»** признает, что все или часть Объема работ, выполняемых на Сменном Шасси/Детали(ях) или Сменном Шасси/Детале(ях) в связи с истечением срока службы, могут осуществляться

network and other Provider' approved third party suppliers. **Rossiia** consents to such internal subcontracting of the Work Package or part thereof provided that it shall be performed in accordance with the terms of this Agreement. Provider shall remain fully responsible and liable for all consequences of the Overhaul and Repair in accordance with the terms hereof in the event the Work Package has been performed by a company within the Provider network.

## ARTICLE 6 - PAYMENT

**6.1. Rossiia** shall pay no more than 20% of the Fixed price for overhaul – before commencement of landing gear overhaul by the Provider.

The balance of Fixed price and all additional payments - within 30 calendar days from the date of receipt of final invoice from the Contractor issued after the Customer has received the overhauled landing gear.

The invoice for payment should be sent by Seller to [amd9@rossiya-airlines.com](mailto:amd9@rossiya-airlines.com) without any undue delay immediately after issuance but not later than 10 business days prior to the payment date (if applicable)

If Seller fails to provide invoices in time, payment date shall be rescheduled for such period.

**6.2. Parties** shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.

другими компаниями по ремонту и капитальному ремонту сети Поставщика и другими сторонними поставщиками, утвержденными Поставщиком.

**Авиакомпания «Россия»** согласна на такой внутренний субподряд на выполнение Объема работ или их части при условии, что они осуществляются согласно условиям настоящего Договора. Поставщик остается полностью несущим ответственность за все последствия Капитального ремонта и Ремонта согласно условиям настоящего Договора в случае, если Объем работ был выполнен компанией в рамках сети Поставщика.

## СТАТЬЯ 6 - ОПЛАТА

**6.1. Авиакомпания «Россия»** оплачивает не более 20% Фиксированной ставки за ремонт – до начала ремонта стоек шасси Исполнителем.

Остаток Фиксированной ставки за ремонт и все дополнительные платежи - в течение 30 календарных дней с момента получения финального счета Исполнителя, выставленного после получения отремонтированных стоек шасси Заказчиком.

Счета на оплату должны быть направлены Исполнителем на адрес: [amd9@rossiya-airlines.com](mailto:amd9@rossiya-airlines.com). Без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.

**6.2. Стороны** будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.

## ARTICLE 7 - WARRANTY AND LIABILITIES

Provider warrants that the Repair and Overhaul services performed by Provider on the Landing Gear(s)/Part(s) conforms to the Warranty clause attached at Annex A.

**The Warranty at Appendix A constitutes the full extent of Provider warranties, obligations and liabilities, express and implied, in fact and in law, with respect to any breach of Warranty, any representation or Warranty in respect to fitness for a particular purpose or merchantability and any implied warranties other than the foregoing. Warranty set forth herein in not exclusive in terms that it does not exclude any remedy Rossiya may get by applicable law.**

(a) The Provider agrees to indemnify the Rossiya airlines against third party claims for injury, death or property damage arising out of or in connection with the Services to be provided by the Provider under this Agreement, to the extent caused by the gross negligence or willful misconduct of the Provider or its employees.

(b) Notwithstanding any other

## СТАТЬЯ 7 – ГАРАНТИЯ И ОТВЕТСТВЕННОСТЬ

Поставщик гарантирует, что услуги за Ремонт и Капитальный ремонт, выполненный Поставщиком на Шасси/Детали (ях), соответствует оговорке о Гарантии, прилагаемой в Приложении А.

**Гарантия в Приложении А является в полном объеме гарантиями Поставщика, его обязательствами и ответственностью, прямо выраженными и подразумеваемыми, де-факто или в силу закона, применительно к любому нарушению Гарантии, любому заявлению или Гарантии применительно к годности для конкретной цели или коммерческой пригодности и любым подразумеваемым гарантиям, за исключением вышеуказанных. Указанная здесь гарантия не является исключительной в том смысле, что она не исключает средства возмещения, которые Авиакомпания «Россия» может получить по применимому законодательству.**

(a) Поставщик соглашается возмещать ущерб Заказчика от исков третьих сторон от травм, смерти или ущерба имуществу, возникающих из Услуг, подлежащих оказанию Поставщиком по Договору, в той мере, в какой это вызвано грубой халатностью или умыслом Поставщика.

Несмотря на любое иное положения

provision in this Agreement, and regardless of whether the claim is in contract, tort or other form of action, including without limitation negligence of Parties or their employees, in no event whatsoever shall the Parties be liable under this Agreement for any (a) revenue or profit, or loss of goodwill or business opportunity; or (b) indirect, incidental or consequential losses or damages, in any way arising out of or in connection with this Agreement or the Services to be provided under this Agreement.

#### **ARTICLE 8 - FORCE MAJEURE**

Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, , strikes or labour troubles causing cessation, slowdown or interruption of work. IT systems failures, fires and any labor disputes shall be a force majeure event, unless they are caused by a culpable act or omission of the affected Party.

#### **ARTICLE 9 - ASSIGNMENT**

9.1 Without prejudice to Clause 9.2, either

Договора и вне зависимости от соблюдения, нарушения или иного образа действия, включая без ограничения халатность Сторон и их работников, ни в каком случае Стороны не несут ответственность по Договору за:

(a) потерю дохода или прибыли; потерю репутации или деловой возможности или (b) какие-либо косвенные и не прямые убытки и ущерб, возникающие по Соглашению или Услугам или в связи с ними.

#### **СТАТЬЯ 8 – ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ**

Ни одна из сторон не несет ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнении является результатом событий, обстоятельств или причин вне разумного контроля и основанием которых не была вина или небрежность, включая, но не ограничиваясь, непреодолимую силу или врага государства, войну, военные операции, терроризм, восстания или массовые беспорядки, гражданская или иностранная военная агрессия, саботаж, пожар, наводнение, взрывы, землетрясения, стихийные бедствия или серьезные аварии, эпидемии или карантинные ограничения, любое действие правительства или любого органа власти или его подразделения, акт судебной власти,), забастовки или трудовые проблемы, являющиеся причиной прекращения, замедления или перерыва в работе. Сбои информационных систем, пожары и любые рабочие споры являются обстоятельствами непреодолимой силы, если они не вызваны виновным действием или бездействием затронутой Стороны.

#### **СТАТЬЯ 9 – УСТУПКА ПРАВ**

9.1 Без ущерба положениям пункта 9.2

Party may not assign, transfer or otherwise dispose of this Agreement or the benefit or exercise of any of its rights hereunder or the performance of its obligations hereunder except with the prior written consent of the other Party.

9.2 Parties may transfer this Agreement or all or part of its rights and obligations under this Agreement to an Affiliate or any other entity which may be created as a result of the reorganization of Parties and which would be dedicated to the same activities, anyway however without prejudice to the agreed TAT and quality of works,

#### **ARTICLE 10 - JURISDICTION AND APPLICABLE LAW**

10.1. This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

In the event, however, that JSC Rossiya airlines and Provider fail to resolve any disputes through negotiations, JSC Rossiya airlines and Provider hereby irrevocably consent and agree that any legal action, suit or proceeding arising out of or in any way connected with this Agreement, shall be instituted in the courts of \_\_\_\_\_.

10.2. Not later than the date of signing this Agreement, the Provider shall provide the JSC Rossiya airlines with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Annex 2 to this contract, with the provision of supporting documents. In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Provider, he is obliged to immediately notify the JSC Rossiya airlines about this with the

любая из Сторон не вправе уступать, передавать или иным образом распоряжаться настоящим Договором или выгодой или осуществлением любого из своих прав по нему или исполнением своих обязательств по нему, за исключением, если было получено предварительное письменное согласие на это от другой Стороны.

9.2 Стороны вправе передавать настоящий Договор или все или часть своих прав и обязательств по настоящему Договору Дочерней компании или любому иному лицу, в результате реорганизации Сторон и которое будет заниматься той же самой деятельностью, в любом случае без ущерба для согласованного срока исполнения и качества работ.

#### **СТАТЬЯ 10 – ЮРИСДИКЦИЯ И ПРИМЕНИМОЕ ЗАКОНОДАТЕЛЬСТВО**

10.1. Настоящий договор регулируется и интерпретируется в соответствии с законами \_\_\_\_\_.

Однако, в случае, если АО «Авиакомпания Россия» и Поставщик не могут разрешить любые споры посредством переговоров, Заказчик и Поставщик настоящим безоговорочно соглашаются с тем, что любые судебные иски, судебные разбирательства, вытекающие из Договора или каким-либо образом связанные с настоящим Договором, отправляются в суды \_\_\_\_\_.

10.2. Не позднее даты подписания настоящего Договора Поставщик обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения 2 к настоящему Договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке

attachment of supporting documents.

#### ARTICLE 11 – DURATION

This Agreement shall commence upon signature by both Parties and remain in effect until 31.12.2021 unless terminated earlier. Thereafter, this Agreement may be automatically extended on terms and conditions to be mutually agreed in writing.

#### ARTICLE 12 - TERMINATION

Each of the following events shall constitute an “Event of Default” for the purposes of this Agreement and the occurrence of any such event shall be a breach of this Agreement:

i.If **Rossiya** ceases or threatens to cease to carry on business, or Provider reasonably apprehends that any of the above events is about to occur in relation to **Rossiya**.

ii.If **Rossiya** becomes insolvent, makes an agreement with creditors compounding debts or enters into liquidation whether compulsory or voluntary other than for the purpose of amalgamation or restructuring or suffers a receiver of the whole or part of its assets to be appointed; or

собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Поставщика, он обязан незамедлительно уведомить об этом АО «Авиакомпания «Россия» с приложением подтверждающих документов.

#### СТАТЬЯ 11 – СРОК ДЕЙСТВИЯ

Настоящий Договор вступает в силу после подписания обеими Сторонами и остается действующим до 31.12.2021, если не расторгнут ранее этого срока. После этого срока настоящий Договор может быть автоматически продлен на условиях и положениях, которые взаимно согласовываются в письменной форме.

#### СТАТЬЯ 12 - РАСТОРЖЕНИЕ

Каждый из следующих случаев является «Случаем нарушения обязательства» для целей настоящего Договора и если происходит какой-либо случай – это является нарушением настоящего Договора:

i.Если **Авиакомпания «Россия»** прекращает свою деятельность или существует угроза прекращения ведения деятельности, или Поставщик разумным образом предполагает, что любой из вышеуказанных случаев произойдет с **Авиакомпанией «Россия»**.

ii.Если **Авиакомпания «Россия»** становится несостоятельной, заключает соглашение с кредиторами, в которых устанавливается погашение задолженности или начинает процедуру ликвидации, будь то принудительную или добровольную, за исключением для целей слияния или реорганизации или в отношении нее допускается назначение управляющего в отношении всех или части ее активов; а также



iii.If either party commits a major breach or non-observance of this Agreement and fails to remedy such breach or non observance within thirty (30) calendar days of receipt of written notice from the other party of such breach or non-observance.

At any time after an Event of Default shall have occurred, the non-defaulting party may immediately terminate this Agreement by summary notice to the other party, on such date as shall be specified in the notice, whereupon:

The exercise by Provider of its rights under Article 15 shall be without prejudice to any right to damages or other remedy which Provider may have in respect thereof, whether under this Agreement or at law.

Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.

### **ARTICLE 13 - NOTICES**

All notices to be served pursuant to this Agreement shall be served personally or shall be sent by registered post or facsimile transmission. Notices sent by post shall be deemed to have been received five days after posting.

Notices sent by facsimile shall be deemed to have been received on the date following the date of transmission and shall be sent to the facsimile numbers of

iii.Если любая из сторон совершает грубое нарушение или несоблюдение настоящего Договора и не сможет устранить такое нарушение или несоблюдение в течение 30 (тридцать) календарных дней от получения письменного уведомления от другой стороны о таком нарушении или несоблюдении.

В любое время после того как произошел Случай нарушения обязательства, ненарушающая сторона вправе сразу же расторгнуть настоящий Договор путем краткого уведомления другой стороне, в дату, которая должна быть указана в уведомление, после этого:

Осуществление Поставщиком своих прав согласно Статье 11 должно быть без ущерба любому праву на взыскание ущерба или иному средству правовой защиты, которое может быть у Поставщика в связи с этим, будь то по настоящему Договору или в силу закона.

Любое обязательство, не выполненное на время расторжение настоящего договора, должно быть выполнено в течение 30 рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.

### **СТАТЬЯ 13 - УВЕДОМЛЕНИЯ**

Все уведомления, подаваемые согласно настоящему Договору, должны вручаться лично или посылаться заказной почтой или путем факсимильной передачи. Уведомления, посланные по почте, считаются полученными по прошествии пяти дней после их отправки по почте.

Уведомления, посланные по факсу, считаются полученными в дату, следующую за датой отправки, и должны посылаться по номерам факсов

each party as notified to each other from time to time.

In the case of Provider to:

In the case of **Rossiya** to:

"Rossiya"  
18/4 Pilotov Street  
St Petersburg  
196210  
Russian Federation  
For the attention of the  
Tel: Fax:

or in each case to such other place of business which may be notified in writing from time to time by Provider or **Rossiya**.

#### **ARTICLE 14 - PREVIOUS UNDERSTANDINGS**

The Parties agree that the provisions of this Agreement including the Appendices, which are hereby expressly made a part of this Agreement, represent their entire Agreement relating to the subject matter hereof.

This Agreement shall supersede all representations, agreements, statements and understandings made prior to signature of this Agreement whether orally or in writing relating to the subject matter hereof. The Parties further agree that neither of them has placed any reliance whatsoever on and shall have no remedy in respect of any representations, warranties, agreements, statements or understandings of any person (whether party to this Agreement or not) other than those expressly incorporated in this Agreement. Nothing in this Article shall, however, operate to limit or exclude any

каждой стороны в соответствии с тем, как они сообщены друг другу в соответствующий момент времени.

В случае Поставщика:

В случае **Авиакомпании «Россия»**:

Авиакомпания «Россия»  
улица Пилотов 18/4  
Санкт-Петербург  
196210  
Российская Федерация  
Вниманию  
Тел: Факс:

Или в каждом случае на такой иной адрес места нахождения, о котором может быть сообщено в письменной форме в соответствующий момент времени Поставщиком или **Авиакомпанией «Россия»**.

#### **СТАТЬЯ 14 – ПРЕДЫДУЩИЕ ДОГОВОРЕННОСТИ**

Стороны согласны, что положения настоящего Договора, включая Приложения, которые в прямой форме указывается, что они становятся частью настоящего Договора, представляют полный Договор между ними по его предмету.

Настоящий Договор заменяет собой все заявления, договоренности, утверждения и соглашения, сделанные до подписания настоящего Договора, будь то письменные или устные, относящиеся к его предмету. Стороны далее согласовали, что ни одна из них не полагалась никаким образом и не имеет средств правовой защиты в отношении любых заявлений, гарантий, договоров, утверждений или соглашений любого лица (будь то сторона настоящего Договора или нет), кроме тех, которые в прямой форме включены в настоящий Договор. Однако ничего в настоящей Статье не

<p>liability for fraud.</p> <p><b>ARTICLE 15 - WAIVER</b></p> <p>Failure of either party at any time to enforce any of the provisions of this Agreement shall not constitute a waiver by that party of any such provisions nor in any way affect the validity of this Agreement or any part thereof.</p> <p><b>ARTICLE 16 - AMENDMENT</b></p> <p>No alteration to the terms of this Agreement shall be effective unless contained in a written document made subsequent to the date of this Agreement signed by an authorised representative of <b>Rossiya</b> and Provider and which is expressly stated to amend this Agreement.</p> <p><b>ARTICLE 17 - CONFIDENTIALITY</b></p> <p><b>Rossiya</b> and Provider shall hold as confidential all information details, specifications, drawings and any other matter relating to the Articles or services to be supplied in any way whatsoever and shall not disclose the same or any of the same to any other person except to the Lessor and to any appropriate authorities to whom this Agreement may be notified and such of their employees and permitted sub-Providers and suppliers as may be necessary for the performance of their obligations under this Agreement.</p> <p><b>ARTICLE 18 ANTICORRUPTION CLAUSE</b></p>	<p>действует как ограничение или исключение любой ответственности за мошенничество.</p> <p><b>СТАТЬЯ 15 – ОТКАЗ</b></p> <p>Непринуждение любой из сторон в любое время к исполнению любого положения настоящего Договора не является отказом этой стороны от такого положения, а также никаким образом не затрагивает действительность настоящего Договора или любой его части.</p> <p><b>СТАТЬЯ 16 – ВНЕСЕНИЕ ИЗМЕНЕНИЙ</b></p> <p>Никакое изменение условий настоящего Договора не имеет силы, кроме случаев, если оно содержится в письменном документе, составленном после даты настоящего Договора, подписанном уполномоченным представителем <b>Авиакомпании «Россия»</b> и Поставщиком и в котором прямо указано, что он вносит изменения в настоящий Договор.</p> <p><b>СТАТЬЯ 17 – КОНФИДЕНЦИАЛЬНОСТЬ</b></p> <p><b>Авиакомпания «Россия»</b> и Поставщик сохраняют конфиденциальность всех деталей информации, спецификаций, чертежей и любых иных вопросов, относящихся к Статьям или услугам, поставляемым любым каким бы то ни было образом и не разглашают их или любое из них любому иному лицу, кроме Арендодателя и любым соответствующим органам власти, которые могут быть уведомлены о настоящем Договоре, и иным их работникам и разрешенным субподрядчикам и поставщикам в соответствии с тем, как может быть необходимо для исполнения своих обязательств по настоящему Договору.</p> <p><b>СТАТЬЯ 18 АНТИКОРРУПЦИОННАЯ</b></p>
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18.1. 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.

18.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 18.1, 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 18.1 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

## ОГОВОРКА

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

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

18.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 18.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 18.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных

<p>notification.</p> <p>18.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 18.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.</p> <p><b>ARTICLE 19. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES:</b></p> <p><b>Rossiya:</b> «Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210, Russia</p> <p>BANK DETAILS (the currency of the agreement is TBD, currency of the payment is TBD)</p>	<p>актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.</p> <p>18.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 18.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцати) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p> <p><b>СТАТЬЯ 19. ЮРИДИЧЕСКИЕ АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН:</b></p> <p><b>России:</b> АО «Авиакомпания «Россия» ул. Пилотов, д.18, к.4. Санкт-Петербург 196210, Россия</p> <p>БАНКОВСКИЕ РЕКВИЗИТЫ (валюта настоящего договора – TBD, валюта оплаты - TBD)</p>
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<b>Provider</b> <b>BANK DETAILS</b>  In witness whereof the Parties hereto have caused this Agreement to be executed on its behalf by an authorised officer.  For and on behalf of  Signature .....  Name .....  Title .....  Date .....	<b>ИСПОЛНИТЕЛЯ:</b> <b>БАНКОВСКИЕ РЕКВИЗИТЫ</b>  В удостоверение чего Стороны настоящего Договора распорядились об оформлении настоящего Договора от своего имени уполномоченным должностным лицом. За и от имени  Подпись .....  Имя .....  Должность .....  Дата .....
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<b>ANNEX 1 WARRANTY AND LIABILITY</b>  The Provider should provide the warranty for the performed repairs for a term at least 2 years.	<b>ПРИЛОЖЕНИЕ 1 ГАРАНТИИ И ОТВЕТСТВЕННОСТЬ</b>  Исполнитель должен предоставить гарантию на выполненные ремонтные работы на срок не менее 2 лет
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**ANNEX 2**  
**to Services Contract № \_\_\_\_\_**

**INFORMATION FORM**

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

\_\_\_\_\_  
authorized representatives of \_\_\_\_\_

Date: «\_\_» \_\_\_\_\_

**“ROSSIYA AIRLINES” Joint Stock Company**  
General Director

**Provider**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## ПРИЛОЖЕНИЕ 1– ЗАКАЗ-НАРЯД: КАПИТАЛЬНЫЙ РЕМОНТ

### 1.ОПИСАНИЕ УСЛУГ

«Россия» должна поставить демонтированные Шасси Поставщику услуг в течение TBD календарных дней с даты планового демонтажа. Поставщик услуг будет оказывать услуги по выполнению капитального ремонта Шасси в соответствии с объемом работ, указанным ниже.

Заказчик передаст Исполнителю комплект оригинальных стоек шасси самолёта Boeing 747 для проведения ремонта:

No.	Description	PN	SN
1.	L/H WLG including L/H WLG SIDE STRUT P/N 65B19980-XX	161U1000-XX	CP001603
2.	R/H WLG including L/H WLG SIDE STRUT P/N: 65B19980-XX	161U1000-XX	CP001604
3.	L/H BLG including L/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001607
4.	R/H BLG including R/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001610
5.	NLG Including NLG DRAG STRUT P/N 65B01456-XX	162U1000-XX	CP000808

Дата начала работ по ремонту комплекта стоек шасси – ноябрь 2019 или ранее;

Время выполнения работ – TBD.

Следующая техническая документация обязательна для предоставления Исполнителем:

- EASA F1 со статусом “Overhauled” на каждую отремонтированную стойку шасси (выписанная на весь сет шасси одним днем перед отправкой);
- LLP статус отремонтированной носовой стойки шасси;
- полная история эксплуатации каждого LLP компонента, установленного в процессе текущего ремонта каждой отремонтированной носовой стойки шасси (Full Back to Birth Traceability);
- перечни компонентов, имеющих серийный номер, входящих в состав каждой отремонтированной основной стойки шасси, в соответствии с чертежом Боинга № 160U0002.
- перечень заменённых компонентов, использованных расходных материалов и приложить формы для данных компонентов и материалов.

Перечень дополнительных компонентов, требующихся для выполнения ремонта, заказывается Исполнителем по согласованию стоимости, сроков поставки и поставщика изделий с Группой логистики Заказчика.



**Объем работ:**

В фиксированную цену на выполнение капитального ремонта исполнитель должен включить следующий минимальный перечень работ (но может не ограничиваться им):

- Подготовка и выполнение скопа работ, для капитального ремонта шасси, которые необходимо выполнить в соответствии с Боинг CMM и SOPM (Standard Overhaul Practice Manual).
- Замена стандартного материала по CMM (включая материалы).
- Замена всех втулок (bushings) (включая материалы).
- Замена коннекторов (на BACC63DW14B7SN and BACC63DY14B7PN) и проводов brake limiter на новые. (Install new type of connectors (BACC63DW14B7SN and BACC63DY14B7PN) on brake limiter shipside's and brake equalizer rods respectively and Replace all wirings from J-boxes to brake rod connectors with new ones).

P/N	Description	Qty per shipset
BMS13-48T16C01G020-005	Brake rod wire	64
BMS13-48T16C01G020-004	Brake rod wire	64
BMS13-48T16C01G020-006	Brake rod wire	64
BMS13-48T16C1G20RED	Brake rod wire	64
BACC63DY14B7PN	Connector	16
BACC63DW14B7SN	Connector	16
BMS13-48T12C04G020	J-Box to brake rod wire	252

- Все дополнительные работы и материалы (O&A) до \$5000 USD за каждую дополнительную работу (включая субподрядчиков) или за каждую дополнительную часть (за штуку) по ценам Боинга (Boeing CLP).
- Работы необходимые для выполнения услуг, определенных в обязательном порядке по SB / SL и AD.
- Инженерные услуги, необходимые для поддержки капитального ремонта.
- Испытание электрической проводки и гидравлических компонентов.
- Испытание всех установленных компонентов (LRUs).
- Упаковка стоек шасси для отправки, взвешивание и проведение замера фактических габаритов
- Применимые таможенные сборы, страны где будет выполняться ремонт.
- Хранение стоек шасси от поставки исполнителю до поставки заказчику, если это необходимо

## APPENDIX 1 WORKORDER: OVERHAUL

### 1.DESCRPTION OF THE SERVICES

Rossiya shall deliver the removed Landing Gear(s) to Provider within seven (7) calendar days of the scheduled removal date. Service Provider will perform the overhaul services for the Landing Gear(s) in accordance with the work scope specified below.

The Rossiya airlines shall provide to Provider the set of original landing gear for Boeing 747 to perform overhaul:

No.	Description	PN	SN
1.	L/H WLG including L/H WLG SIDE STRUT P/N 65B19980-XX	161U1000-XX	CP001603
2.	R/H WLG including L/H WLG SIDE STRUT P/N: 65B19980-XX	161U1000-XX	CP001604
3.	L/H BLG including L/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001607
4.	R/H BLG including R/H BLG DRAG STRUT ASSY P/N: 65B05290-XX	163U1000-XX	CP001610
5.	NLG Including NLG DRAG STRUT P/N 65B01456- XX	162U1000-XX	CP000808

Term of delivery of replacement landing gear to the Rossiya airlines by the Provider shall be on November 2019 or earlier, unless otherwise agreed by the parties.

Repair start date shall be on or before February 15, 2018, unless otherwise agreed by the parties.

Turnaround time shall not exceed TBD calendar days.

#### **Delivery terms:**

Information on the day of shipment shall be sent by e-mail no later than 2 weeks before the goods are ready: logistics-VKO@rossiya-airlines.com.

The following technical documentation shall be provided by the Contractor:

- EASA F1 with "Overhauled" status for each overhauled landing gear (issued for the entire landing gear set one day before shipment);
- LLP status of overhauled nose landing gear;
- Full Back to Birth Traceability for each LLP installed during overhaul of each nose landing gear;
- lists of components with a serial number that are part of each overhauled main landing gear in accordance with the Boeing drawing No. 160U0002

- list of replaced components, used consumables with attachment of forms for these components and materials.

#### **Work scope:**

- Preparation and execution of scope of works for overhaul of landing gear, which must be performed in accordance with the Boeing CMM and SOPM (Standard Overhaul Practice Manual).
- Replacement of standard material in accordance with CMM (including materials).
- Replacement of all bushings (including materials).
- Install new type of connectors (BACC63DW14B7SN and BACC63DY14B7PN) on brake limiter shipside's and brake equalizer rods respectively and Replace all wirings from J-boxes to brake rod connectors with new ones.

<b>P/N</b>	<b>Description</b>	<b>Qty per shipset</b>
BMS13-48T16C01G020-005	Brake rod wire	64
BMS13-48T16C01G020-004	Brake rod wire	64
BMS13-48T16C01G020-006	Brake rod wire	64
BMS13-48T16C1G20RED	Brake rod wire	64
BACC63DY14B7PN	Connector	16
BACC63DW14B7SN	Connector	16
BMS13-48T12C04G020	J-Box to brake rod wire	252

- All additional works and materials (O&A) up to \$ 5,000 USD for each additional work (including subcontractors) or for each additional part (per piece) at Boeing price (Boeing CLP).
- Works necessary for execution of services defined on a mandatory basis according to SB/SL and AD.
- Engineering services required to support overhaul.
- Testing of electrical wiring and hydraulic components.
- Testing of all installed components (LRUs).
- Landing gears packaging for shipment, weighing and measuring actual dimensions
- Applicable customs fees of country where repair will be performed.
- Storage of landing gears from delivery to the contractor till delivery to the customer, if necessary.