

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

«\_\_\_» \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

**Procurement Method:** Public Request for Quotations in Electronic Format

### Exchange of CF6-80C2B1F Engines

To be conducted in accordance of Federal law No.223-FZ "Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities" and the Regulation on Procurement of Goods, Works, and Services (P 20-33-17, 3<sup>rd</sup> edition)

**Determination of Bidding Specific Features:** not anticipated

**Determination of priority:** Giving priority to goods of Russian origin, work and services performed or rendered by Russian persons in accordance with the Russian Federation Government of 16.09.2016 № 925.

### 1. General Conditions

The procurement documentation is an invitation intended to general public to present proposals for procurement procedure:

This procedure includes **3** lots.

<b>Lot No.</b>		<b>1</b>			
<b>Designation of subject of the contract (lot):</b>		<b>Exchange of a CF6-80C2B1F Engine ESN 706177</b>			
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>3 750 000.00</b>	<b>USD</b>	<b>1</b>	<b>e.a.</b>	<b>30.30.12.110</b>	<b>30.30</b>
<b>Place of delivery/performance of work/service provision (address):</b>		<b>Vnukovo International Airport, Moscow, Russian Federation</b>			

<b>Lot No.</b> 2					
Designation of subject of the contract (lot):		<b>Exchange of a CF6-80C2B1F Engine ESN 702320</b>			
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
<b>3 750 000.00</b>	<b>USD</b>	<b>1</b>	<b>e.a.</b>	<b>30.30.12.110</b>	<b>30.30</b>
Place of delivery/performance of work/service provision (address):		<b>Vnukovo International Airport, Moscow, Russian Federation</b>			

<b>Lot No.</b> 3					
Designation of subject of the contract (lot):		<b>Exchange of a CF6-80C2B1F Engine ESN 704819</b>			
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
<b>3 500 000.00</b>	<b>USD</b>	<b>1</b>	<b>e.a.</b>	<b>30.30.12.110</b>	<b>30.30</b>
Place of delivery/performance of work/service provision (address):		<b>Vnukovo International Airport, Moscow, Russian Federation</b>			

Procedure for the request for quotations is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 to 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057 to 1061, Part Two of the Civil Code of the Russian Federation. Thus, conduction of the Request for quotations does not imply any appropriate civil obligations for the customer for mandatory contract conclusion with the winner or other bidder.

The Customer may withdraw the request for quotations at any time, not bearing any liability against the procurement parties including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for quotations. In case of a decision to withdraw the request for quotations the Customer shall, within the day following the day when such decision was made, post information of such request for quotations withdrawal on the electronic trading platform.

The Customer shall bear no obligations or liability if the potential bidders, procurement parties fail to note the notice of withdrawal the request for quotations.

The Customer does not issue documentation regarding the request for quotations procedure upon separate requests of any bidder. Documentation will be posted on the electronic trading platform and may be copied and stored in the procurement bidders' hardware free of charge.

At any time prior to the deadline for submission of bids for the request for quotations the customer may, on his own initiative, or in response to an inquiry from any potential bidder, make changes to the notice about the request for quotations or documentation for the request for quotations.

Within three days from the date of a decision on required amendments in the notice for the request for quotations or documentation for the request for quotations, the customer shall post such amendments on the electronic trading platform.

If changes to the notice about the request for price quotation are made later than one business day prior to deadline for submission of bids for the request for quotations, time period of submission of bids for request for quotations shall be extended so that such time period is at

least three business days between the date of posting the changes made to the notice on procurement on the electronic trading platform and the deadline of submission of bids for the request for quotations.

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposal in written or in electronic format at least three business days prior to the bids submission deadline. Within two business days from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry for clarification).

## **2. Procedure and place of submission of procurement bids.**

### **2.1. Time period of the procurement procedure:**

Time and date of bids submission beginning	18.00 Moscow time 06 SEP 2017
Time and date of bids submission deadline:	10.00 Moscow time 21 SEP 2017
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results:	18/4 Pilotov str., Saint-Petersburg, 196210 26 SEP 2017

### **2.2. Contact person for issues related to Bid preparation and submission:**

Mrs. Irina Kharevich Lead Economist of Tender Department, Rossiya Airlines JSC Phone: +7(812) 6-333-949 or +7 (812) 633-39-99 extension 2463 E-mail: <a href="mailto:tender@rossiya-airlines.com">tender@rossiya-airlines.com</a>
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### **2.3. Contact persons for Terms of Reference issues:**

Mr. Igor Pimenov Power plant group Engineer, Rossiya Airlines JSC Phone: +7 (812) 633-39-99 extension 5559 E-mail: <a href="mailto:I.Pimenov@rossiya-airlines.com">I.Pimenov@rossiya-airlines.com</a>
Mr. Evgeny Lazarev Power plant group leader, Rossiya Airlines JSC Phone: +7 (812) 633-39-99 extension 5559 E-mail: <a href="mailto:e.lazarev@rossiya-airlines.com">e.lazarev@rossiya-airlines.com</a>

2.4. For the purpose of bidding for the request for quotations, potential bidder shall compile the bid for the request for quotations executed fully in compliance with the requirements of documentation for the request for quotations. The potential bidder may submit only one bid related to each subject of the request for quotations.

2.5. Obligations of the procurement bidder related to submission of a bid for participation in the request for quotations include the following:

2.5.1. To conclude a contract on terms and conditions specified in the draft contract being an integral part of the documentation and the request for quotations notice, and the bid for the request for quotations unless otherwise is provided for in this documentation.

2.5.2. Not to amend and/or withdraw his bid for the request for price quotations after the deadline for submission of the request for price quotation bids.

2.5.3. Not to include deliberate misrepresentations, information, or documents into the bid.

2.5.4. To submit, within week term from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix B to the Policy of Procurement of Goods, Work, and Services by Rossiya Airlines JSC (except for

procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

2.6. The Customer will carry on reception of bids for request for quotation from the date of posting of the request for quotations notice on the electronic trading platform and till the deadline for submission of bids for request for quotation specified in the request for quotations notice.

2.7. Bidder is entitled to amend or withdraw submitted bid for the request for quotations no later than the deadline for submission of the bids for the request for quotations. Bidder may make amendments or additions to the Bid only by submitting a new Bid while the initial Bid shall be withdrawn by the Bidder.

2.8. The Customer shall keep the data specified in submitted bids confidential until summarizing results of the request for quotations.

2.9. If upon the deadline for submission of bids for the request for quotations as specified in the documentation for the request for quotations only one bid for the request for quotations is received such request for quotations shall be declared void.

2.10. In case the documentation provides for two and more lots, request for price quotation admits shall be declared void only in relation to those lots, for which only one bid has been submitted.

2.11. If upon the deadline for submission of bids for the request for quotations as specified in the documentation for the request for quotations the Customer receives only one bid for the request for quotations, although the request for quotations shall be declared void the bidding commission shall review this bid according to the procedure stipulated in the present documentation. If both reviewed bid for the request for quotations and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for quotations the Customer may enter into a contract with such bidder.

2.12. Confidential information shall not be specified in any reports to be issued during the procurement procedure.

2.13. All documents in accordance with the documentation submitted for the purchase of an electronic trading platform in the form of scanned copies of signed documents.

### **3. Method, due dates and procedure of payments for goods, works, and services\***

Payment method shall be bank transfer.

Payment due dates and procedure:

- Down payment of not more than 20% of the Exchange Flat Rate shall be payable upon each Exchange Engine arrival at Customer's facility.
- 80 % balance of Exchange Flat Rate shall be payable within 30 calendar days from a date of receipt of Contractor's final invoice issued upon delivery of each Exchange Engine.

**4. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs.**

4.1. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods,

and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs are given in the Terms of Reference (see Appendix 3).

4.2. Requirements to contractual capacity of Procurement Bidders:

4.2.1. Bidder shall comply with the requirements established according to the Russian legislation for persons rendering services;

4.2.2. Availability of the appropriate licenses, certificates, approvals and other permissions of state bodies of the Russian Federation and/or other countries (when applicable) to perform, by him or persons involved by him, operations required to execute obligations undertaken in accordance with the present Documentation and the contract expected to be concluded in accordance with the present Documentation;

4.2.3. Procurement bidder shall not be under liquidation as a legal entity and there shall be no any adjudication order for the procurement bidder as a legal entity/solo trader or initiated bankruptcy proceedings;

4.2.4. Operations of the procurement bidder shall not be suspended according to the procedure stipulated by the Russian Federation Administrative Offence Code as of the date of submission of the bid for participation in procurement;

4.2.5. The procurement bidder shall have no outstanding liabilities in respect to taxes and levies, and other obligatory payments to budgets of the budget system of the Russian Federation (except for the amounts subject to granted delay, payment by installments, or investment tax credit in accordance with the Russian legislation concerning taxes and levies re-structured in accordance with the Russian legislation, for which there is legally effective court award to recognize the applicant obligation to pay these amounts executed performed or which have been are recognized as uncollectibles in accordance with the tax and levy legislation of the Russian Federation) for recent calendar year.

The procurement bidder is considered to conform to the specified requirement if he has submitted and application for appeal against the stated tax arrears or debt and no award with respect to this application has been made as of the date of review of the bid for selection of supplier (contractor, provider);

4.2.6. Indicators of the procurement bidder's financial and economic performance shall provide evidence of his financial solvency and stability;

4.2.7. Procurement bidder shall not be listed in the suppliers blacklist as stipulated in Art. 5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ "On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services" dated April 5, 2013.

4.2.8. In case procurement is carried out among small and medium-sized business entities only the procurement bidder shall meet criteria of designation as small and medium-sized business entities as stipulated by Article 4 of the Federal Law Concerning Development of Small and Medium-Sized Business in the Russian Federation.

4.3. List of all documents to certify the procurement bidder's compliance with the specified requirements is given in the Bidder Questionnaire (see Appendix 1).

4.4. Due date of contract signing by the bidder whose bid is recognized to be the best one – within three calendar days from the date of contract receipt from the Customer.

## **5. Requirements for content, format, execution and structure of bids for procurement**

5.1. The bidder's bid shall comprise the following documents:

5.1.1. Bidder Questionnaire to be issued in the company letter headed paper of the procurement bidder (see Appendix 1);

5.1.2. Application for participation in the procedure to be issued in the company letter headed paper of the procurement bidder (see Appendix 2);

5.1.3. Quotation in accordance with it. 5.6÷5.8;

5.2. All documents and information to be submitted by the bidders including the bidder's application and quotation shall be in Russian or English language. If any information or documents are submitted in other language they shall be accompanied with translation into Russian or English language.

5.3. All rates in the bid shall be indicated in United States Dollars (USD, US\$, \$) including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least 90 days from the deadline for submission of the procurement bids.

5.5. Bidders shall pay by themselves all expenses related to bids submission including but not limited to expenses concerning review of the present Documentation and bid compilation.

5.6. Quotation shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- Exchange Flat Rate, USD
- Combustor Module's accumulated cycles since overhaul (CSO), Flight Cycles
- HPC Module's accumulated cycles since overhaul (CSO), Flight Cycles
- HPT Module's accumulated cycles since overhaul (CSO), Flight Cycles

5.7. Quotations shall be submitted for each lot separately.

5.8. Quotation shall include one main offer for cost, time periods and other terms and conditions of goods delivery / work performance / service rendering unless otherwise provided for by the procurement documentation.

5.8.1. Possibility of submission of an alternative quotation: Not anticipated

5.8.2. Possibility of subcontracting: Not anticipated

5.9. Lot separability: Not anticipated

5.10. Application software: Not anticipated

## **6. Procedure of review, evaluation and benchmarking of bids, criteria of evaluation and benchmarking of bids for procurement**

6.1. Quotations shall be reviewed directly by the bidding commission of Rossiya Airlines JSC approved by the Order of the General Director of Rossiya Airlines JSC.

6.2. Procurement bids are subject to two-stage review:

The first stage – pre-qualification stage to check the bids for compliance with the requirements given in the procurement documentation with respect to bid execution;

The second stage – evaluation stage to evaluate pre-qualified bids.

6.3. Pre-qualification stage intended to review of the bids the bids for compliance with the requirements given in the procurement documentation shall be conducted based on the following indicators and evaluation procedure:

Indicators	Evaluation procedure
<b>Compliance with the requirements for procurement parties</b>	Bidders will be checked for compliance with the requirements based on the received documents (according to it.4) including but not limited to their legal capacity and non-listing in the blacklist of suppliers.
<b>Completeness of submitted documents</b>	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
<b>Bid compliance with the requirements of procurement documentation</b>	Check of the bid content including: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.

6.4. If during the pre-qualification stage the bidding committee reveals the fact of the bid non-conformance with respect to one or more indicators specified in it. 6.3 such bid shall be rejected and not further review.

Bid of procurement bidder will be rejected in case:

- a) Any copies documents and other information as required by the procurement documentation are not submitted;
- b) Failure or delay in the provision of maintenance of the application, if such security is provided the requirements of this document;
- c) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;
- d) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- e) Clarifications for the bid for the request for quotations are not provided when requested by the bidding commission;
- f) The procurement bidder is listed in blacklist of suppliers;
- g) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- h) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- i) Of any other negative information resulted revealed during the check.

6.5. The pre-qualification stage comprises the following steps to be performed subsequently:

6.5.1. Request the procurements parties to provide clarifications of the bid provisions and submit any missing documents (if necessary). In this case no any requests or requirements to submit missing documents aimed to amend merits of the bid including amendment of commercial terms (prices and other commercial conditions) or technical conditions of the bid (list of proposed products, their technical characteristics, and other technical conditions) are allowed.

6.5.2. Correction of any arithmetic, grammatical and other obvious errors revealed during bid review with obligatory notification of the procurement bidder submitted the bid about any such correction, and receipt of their consent in writing or in electronic format issued on the company letter headed paper.

6.5.3. Check of the procurement bidder including his legal capacity, authenticity of the bid, accuracy of submitted information and documents, bidder non-listing in the blacklist of suppliers, any overdue receivables and/or pending obligations against the customer under the previously concluded contracts (including those with entities affiliated with the procurement bidder).

6.5.4. Check of the proposed goods, work, and services for compliance with the requirements of the procurement documentation.

6.5.5. Rejection of bids that are which, according to members of the bidding commission, do not conform to requirements of the request for price quotation with respect to merits, and making decision whether to deny pre-qualification of procurement bidder submitted such bids.

6.5.6. In case of finding fact of unreliable data indicated in the bid, finding fact of liquidation or bankruptcy proceedings or adjudication order being taken against the procurement bidder, fact of suspended operations of the procurement bidder according to the procedure established by Russian Federation Administrative Offence Code, fact of arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the recent calendar year such procurement bidder shall be banned from bidding for the request for quotations procedure at any stage.

6.5.7. If during the pre-qualification stage a bid of only one procurement bidder is deemed to be complying with the requirements of the documentation for request for price quotation procedure such bidder shall be deemed to be the only one bidder for the request for quotations. The Customer is entitled to conclude a contract with the only one procurement bidder under the conditions given in the documentation for the request for quotations

procedure, draft contract and the bid submitted by the bidder. Such bidder may not withdraw from conclusion a contract with the Customer. In this case the request for quotations shall be deemed void.

6.6. Applications that have passed the qualifying stage, pass the evaluation stage according to the following criteria and in the following order:

Each proposal is assigned a number of points for each criterion. Designation criteria, the procedure for calculating the number of points and the maximum number of points for each criterion are presented in the table below:

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Criterion 1 1:1 Exchange Flat Rate, USD	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.	70
Criterion 2 Combustor Module CSO, Flight Cycles	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..	6
Criterion 3 HPC Module CSO, Flight Cycles	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..	12
Criterion4 HPT Module CSO, Flight Cycles	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..	12
Maximum final score		100

When exported from the warehouse of the supplier the contract price is calculated according to the following formula:

$$N = P + T1 + T2 + T3 + T4 + D$$

where:

$N$  – the price of the contract

$P$  - the value proposition of the provider.

$T1$  - 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 quotations shall be quoted prices of all bidders excluding VAT.

6.7. Placing final score to a bid:



6.7.1. Final score for each bid for the request for quotations shall be calculated by addition of scores for each criterion of the bid evaluation given in it.6.6.

6.7.2. Each bid for the request for quotations shall get a sequence number as advantage degree of contract execution terms and conditions identified in the bid decreases based on the results of calculation of final score for each bid.

6.7.3. The first number will be assigned to the bid for the request for quotations gained the highest final score.

6.7.4. Thereafter the Customer will forward the Exchange Engines current records (received with the bids) to the Core Engine Lessor(s) for their review and confirmation of acceptability.

6.8. Among those bidders, whose Exchange Engine current records the Core Engine Lessor confirms acceptable, the one who offered the best combination of contract execution terms and conditions and gained the highest score for his bid for the request for quotations, will be announced a winner.

If more than one bids for the request for quotations include equivalent combinations of contract execution terms and conditions, the bid that has been received before other bids for the request for quotations with similar terms and conditions shall be assigned higher sequence number.

If during evaluation and benchmarking of bids for request for price quotation the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of quotations submitted by the procurement parties and summarizing procurement results in the notice for the request for quotations, the customer, within one working day from the date when the bidding commission decided to extend time period of the pre-qualification and/or evaluation stage, shall post notification about extension of appropriate time period on the electronic trading platform.

6.9. For the purpose of evaluation and benchmarking of the bids for the request for quotations, the bidding commission will involve experts and specialists from the customer divisions and, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the results of the evaluation shall be submitted to the bidding commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case, parties involved into bids evaluation and comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

6.10. Based on the results of the Bidding Commission meeting in order to determine a winner of the request for quotations a Report on the results of the request for quotations shall be issued.

6.11. If the winner of the request for quotations avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose bid has been assigned the second number based on the outcome of evaluation and comparison of bids (quotations), under the terms and conditions given in the contract attached to the documentation and under the conditions of contract execution proposed by this bidder. Such decision shall be issued as an appropriate minutes of the meeting of the Bidding Commission. Bidder for the request for quotations is not entitled to withdraw from conclusion a contract.

6.12. The Customer shall be entitled to refuse to award a contract without reimbursement of any expenses related bidding for the request for quotations to the winner or any other bidders.

6.13. If the Customer refuse to conclude a contract both with the winner of the request for quotations and the bidder whose bid was the second one, the Customer shall post a relevant notification on the electronic trading platform.

## **7. Consequences of recognition of the request for quotations to be void**

In case the request for quotations is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for quotations or recognized to be the only one bidder for the request for quotations the Customer may repeat the request for quotations or apply an alternative method of procurement.

## **8. Final provisions**

All other matters not covered by the present procurement documentation the Customer shall follow the Procurement Policy.

## **9. Appendices**

Appendix 1	Bidder's Questionnaire
Appendix 2	Application for Participation in the Procedure
Appendix 3	Terms of Reference
Appendix 4	Draft Contract

<b>QUESTIONNAIRE OF BIDDER<sup>1</sup></b> <b>for procurement procedure:</b>	
<i>(state designation of procedure)</i>	
<b>Procedure No.</b>	<b>Lot No.</b>
<i>(state number of procedure)</i>	<i>(state number of lot)</i>
<i>(specify full name of the company in accordance with the Charter and type of business organization)</i>	
<i>(specify short name of the company in accordance with the Charter)</i>	
<b>1. Legal Details</b>	
<b>Country of registration</b>	_____
<b>Legal address</b>	_____
<b>Actual address</b>	_____
<b>Phone</b>	_____
<b>Fax</b>	_____
<b>E-mail</b>	_____
<b>2. Bank Details</b>	
Entity's Taxpayer Identification Number / Taxpayer	
Record Validity Code (KPP): _____	
Principal _____	State _____
Registration Number _____	
(OGRN): _____	
Number of current account _____	
Bank name _____	_____
Correspondent account _____	_____
BIC _____	
<b>3. Registration details</b>	
Registration date, place and authority _____	_____
Shareholders _____	
Business profile _____	
Affiliation with small and/or medium-sized business <sup>2</sup> _____	
Russian National Classifier of Businesses and Organizations (OKPO) _____	
Russian Classification of Economic Activities (OKVED) _____	
<b>4. Attachments to the Bidder Questionnaire:</b>	
<b>Document Title</b>	<b>Number of pages</b>
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for price quotations in the unified information system (for foreign companies – abstract from a trade register).	
3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service	

<sup>1</sup> To be issued on a procurement bidder's company letter-headed paper as a separate document.

<sup>2</sup> If the bidder is classified as a small or medium-sized business entity, a declaration of conformity executed according to the form given below shall be attached to the bid.

no earlier than 20 days before the deadline for receipt of applications. (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	
13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.	
14. <sup>3</sup>	

<sup>3</sup> Procurement bidder may submit any additional information about his company.

## 5. Contact person

\_\_\_\_\_ (specify name, surname, phone, fax, e-mail)

**The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:**

\_\_\_\_\_ (state designation of procedure)

\_\_\_\_\_ (position of the chief executive officer)

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

\_\_\_\_\_ (state name)

**Stamp**

Date of compilation

« \_\_\_\_\_ » \_\_\_\_\_  
(DD) (MM) (YYYY)

# DECLARATION

## on the procurement bidder compliance with criteria of classification as an entity of small and medium-sized business

We hereby confirm that \_\_\_\_\_  
(specify name of the procurement bidder)

in accordance with Article 4 of the Federal law Concerning the Development of Small and Medium-Sized Business in the Russian Federation meets the criteria of classification as \_\_\_\_\_  
(specify small or medium-sized business entity depending on the criteria of classification)

business entity and report the following information:

1. Place of business address (legal address): \_\_\_\_\_.

2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP): \_\_\_\_\_.

(N, information about date when the document was issued and the authority issued the document)

3. Principal State Registration Number (OGRN): \_\_\_\_\_.

4. Information about availability (non-availability) in the register of small and medium-sized business entities of the constituent entity of the Russian Federation ( \_\_\_\_\_  
if such register is maintained by the governmental authority of the constituent entity of the Russian Federation) \_\_\_\_\_.

(name of a notified body, date of registration and register number)

5. Information about compliance with the criteria of classification as small and medium-sized business entities, and information about manufactured goods, work, and services and types of activities <1>:

Item No.	Information designation <2>	Small entities	Medium entities	Indicator
1 <3>	2	3	4	5
1.	Total share in equity (joint-stock) capital (share fund) of the Russian Federation, constituent entity of the Russian Federation, municipalities, public and religious organizations (associations), charitable and other foundations in the equity (joint-stock) capital (share fund) of the specified legal entities shall not exceed twenty five percent (except for total share included into asset composition of joint-stock investment funds, property assets of closed-end investment funds, common property assets of investment partnerships), percent	Max. 25		-
2.	Total share in equity (joint-stock) capital (share fund) of foreign legal entities, percent	Max. 49		-
3.	Total share owned by one or more legal entities that are not small and medium-sized business entities, percent	Max. 49		-
4.	Average number of employees for preceding calendar year (to be determined considering all employees including those working under civil law contracts or in secondary	up to 100 inclusive	from 101 to 250 inclusive	specify number of persons (for each year)
		up to 15 for		

	employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	micro-sized enterprise		
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800	2000	To be indicated in mln. roubles (for each year)
		120 per year – for micro-sized enterprise		
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program participants	yes (no) (if available - specify name of the customer-holder of the partnership program register)		
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)		
11.	Information of experience in production and delivery of products included into the innovative products register	yes (no)		
12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a	-		

	territorially separate complex (Skolkovo Innovative Centre)	
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer  
(solo trader)

\_\_\_\_\_/\_\_\_\_\_  
(signature) Name, position

Stamp

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<1> Category of a small or medium-sized business entity will be changed only when limit values are beyond the limit values specified in item 4 hereof, during 3 successive calendar years.

<2> Restrictions on total share in the equity (joint-stock) capital (share fund) of foreign legal entities, the total share owned by one or more legal entities who are not small and medium-sized business entities do not cover commercial companies and economic partnerships, whose activities are practical use (implementation) of results of intellectual activities (software for electronic computers, databases, inventions, useful models, production prototypes, selection inventions, integrated circuit topographies, know-how, exclusive rights for which belong to shareholders (partners), respectively, of such commercial companies, economic partnerships being budgetary, autonomous research institutions or budget organizations, autonomous organizations, and higher educational institutions; legal entities received a project participant status according to Federal law No.244-FZ Concerning Skolkovo Innovative Center dated September 28, 2010, legal entities where shareholders (partners) are legal entities included in the list of the legal entities providing the state support of innovative activities approved by the Government of the Russian Federation, in forms as stipulated by Federal law No.127-FZ Concerning Science and State Scientific and Technical Policy dated August 23, 1996.

<3> Items 1 - 7 are mandatory and must be filled in.";



**Appendix 2**  
**to the Procurement Documentation**

**Application for Bidding<sup>4</sup>**  
**in the public request for quotations:**

(specify name of the procurement procedure, number of procedure, and lot number, if required)

1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them

*(specify full name of legal entity / name, surname of individual)*

registered at the following address:

*(specify place of business of legal entity / place of residence of individual)*

proposes to conclude a contract for

*(specify subject of the contract)*

in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for quotations.

Commercial proposal:

1	Exchange Flat Rate, USD	<i>(specify)</i>
2	Combustor Module CSO, Flight Cycles	<i>(specify)</i>
3	HPC Module CSO, Flight Cycles	<i>(specify)</i>
4	HPT Module CSO, Flight Cycles	<i>(specify)</i>

2. We hereby inform (declare) that

*(specify full name of legal entity / name, surname of individual)*

Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).

Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;

No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.

3. We hereby guarantee accuracy of information in the bid for the request for quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for quotations conditions equal for all bidders.

<sup>4</sup> To be issued on a procurement bidder's company letter-headed paper as a separate document.

<p>4. In case we win the request for proposal we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within week term from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.</p>		
<p>5. In case, based on the results of the request for quotations, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.</p>		
<p>6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for quotations documentation and our quote.</p>		
<p>7. In case we are recognised to be the only one request for quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for quotations documentation and at the price indicated in our quote.</p>		
<p>8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for quotations we agree that information</p>		
<p>about</p>		
<p>(specify full name of legal entity / name, surname of individual)</p>		
<p>should be included into the supplier blacklist.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations after the deadline for submission of bids for the request for quotations.</p>		
<p>10. By submitting the present bid, we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 <sup>5</sup>.</p>		
<p>11. Documents being an integral part of our bid for the request for quotations are attached to the present bid for the request for quotations,</p>		
as per the list on	page	
<p><b>Chief executive officer</b></p>		
(signature)		(state name)
<p>Stamp</p>		
Date of compilation	«	»
	(DD)	(MM) (YYYY)

**Terms of Reference Lot No.1**  
**for a Flat Rate Exchange of a CF6-80C2B1F Engine ESN 706177**

**1. Terms, Conditions and Procedure of Payment**

- 1.1. Payments shall be made via bank wire transfer.
- 1.2. Invoicing and payment terms:
  - Down payment of not more than 20% of the Exchange Flat Rate shall be payable upon arrival of an Exchange Engine at Customer's facility.
  - 80% balance of the Exchange Flat Rate shall be payable within 30 calendar days from a date of receipt of Contractor's final invoice issued upon delivery of an Exchange Engine.

**2. Delivery terms and schedule**

- 2.1. An Exchange Engine shall be delivered to the Customer on or about 30 SEP 2017.
- 2.2. Delivery terms for an Exchange Engine shall be EXW Delivery Location.
- 2.3. An Exchange Engine shall be properly packed, sealed and installed on an appropriate Contractor's transportation equipment (base and cradle)
- 2.4. Customer's original engine ESN 706177 (the Core Engine) shall be returned to the Contractor in 45 calendar days upon Customer's receipt of an Exchange Engine.
- 2.5. Delivery terms for the Core Engine shall be EXW Customer's store at Vnukovo International Airport, Moscow, Russian Federation.
- 2.6. The Core Engine shall be returned on Contractor's transportation equipment.
- 2.7. The terms and schedule above may change subject to parties mutual agreement.

**3. Major requirements for a Flat Rate Exchange commercial proposal**

- 3.1. This deal shall be a 1:1 Flat Rate Exchange, where all and any works and material to repair the Core Engine shall be solely at Contractor's cost and risk.
- 3.2. An Exchange Engine shall meet the following technical requirements:
  - Installed Thrust Rating shall be CF6-80C2B1F (or other with possible thrust conversion to CF6-80C2B1F)
  - Full QEC/Accessories
  - Minimum LLP life remaining shall be 3750 Flight Cycles
  - Combustor Module shall be fresh from "Check & Repair" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - Both, HPT and HPC shall be fresh from "Performance Restoration" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - EGT margin shall be 35°C or more
  - All current ADs shall have been accomplished.
  - Fire detection System shall be Systron Donner (preferably)
  - Preserved for 365 DY
  - Serviceable as per EASA Form One or EASA/FAA Dual Release and clear of any deferred maintenance or reduced inspection intervals.

An Exchange Engine shall be delivered with the package of records as listed hereunder:

- Full BSI report with Video
- EASA Form One or EASA/FAA Dual Release
- Actual LLP sheet with BTB records for each part.
- AD/SB Status with DFPs for performed AD/SB
- NIS or Incident Clearance Statement
- Trend monitoring report/ECM data for the last 12 months of operation
- Oil consumption report
- QEC/Accessory list
- Removal/installation history (Engine Log Book)
- All SV reports and maintenance history
- Full SV Package with DFP from last SV
- Last Test Cell Data
- Last Done Next Due status
- 365 DY Preservation Tag
- No PMA/DER statement or PMA/DER list

All current records for an Exchange Engine shall be provided to the Customer for preliminary review together with a Flat Rate Exchange commercial proposal.

The Contractor shall update the records for an Exchange Engine and make them available for Customer's final review and acceptance at least 2 weeks before estimated Engine Delivery Date.

All records shall be in English and in good readable format.

The Contractor shall correct any deficiencies in the records notified by the Customer upon review (e.g. missing or discrepant documents) before Delivery.

- 3.3. The Customer or its authorized representative shall be given a right to physically inspect an Exchange Engine at Delivery Location at least 1 week before estimated Delivery Date. Before Delivery, the Contractor shall promptly rectify any discrepancies notified by the Customer upon inspection, unless otherwise duly agreed by the Parties in writing.
- 3.4. Warranty term for an Exchange Engine from the Last Shop Visit shall be not less than 12 months, 3400 FH / 750 FC, and warranty shall be assigned to the Customer upon Delivery.

#### **4. Additional requirements for a Flat Rate Exchange commercial proposal**

- 4.1. The Contractor shall evaluate residual value of the Core Engine and let the Customer know the results as a part of its Flat Rate Exchange commercial proposal, for information purposes only.
- 4.2. Notwithstanding Appendix 4 to this Procurement Documentation, a winner of this tender shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.

#### **5. Applicability of the Russian Federation State standards**

- 5.1. Since the Exchange Engine is intended for use on Customer's foreign-registered commercial aircraft, the Exchange Engine itself and associated records must comply with international (EASA/FAA) regulations; hence, the State standards of the Russian Federation are not applicable.

## **6. Core Engine records access**

- 5.1 All technical records for the Core Engine are available at Cloud service:  
<https://files.rossiya-airlines.com/index.php/s/RimU28FGw4EqYUO>

Password: 706177

**Terms of Reference Lot No.2  
for a Flat Rate Exchange of a CF6-80C2B1F Engine ESN 702320**

**1. Terms, Conditions and Procedure of Payment**

- 1.1. Payments shall be made via bank wire transfer.
- 1.2. Invoicing and payment terms:
  - Down payment of not more than 20% of the Exchange Flat Rate shall be payable upon arrival of an Exchange Engine at Customer's facility.
  - 80% balance of an Exchange Flat Rate shall be payable within 30 calendar days from a date of receipt of Contractor's final invoice issued upon delivery of an Exchange Engine.

**2. Delivery terms and schedule**

- 2.1. An Exchange Engine shall be delivered to the Customer on or about 30 SEP 2017.
- 2.2. Delivery terms for an Exchange Engine shall be EXW Delivery Location.
- 2.3. An Exchange Engine shall be properly packed, sealed and installed on an appropriate Contractor's transportation equipment (base and cradle)
- 2.4. Customer's original engine ESN 702320 (the Core Engine) is stored at GA Telesis Engine Services Oy., in disassembled condition. Please ref item 5.1 for condition report. All cost to turn Core Engine to transportable condition shall be borne by the Contractor.
- 2.5. Delivery terms for the Core Engine shall be EXW GATES Store, Helsinki, Finland
- 2.6. The Customer shall return Contractor's transportation equipment (ref item 2.3) EXW Customer's store at Vnukovo International Airport, Moscow, Russian Federation.
- 2.7. The terms and schedule above may change subject to parties mutual agreement.

**3. Major requirements for a Flat Rate Exchange commercial proposal**

- 3.1. This deal shall be a 1:1 Flat Rate Exchange, where all and any works and material to repair the Core Engine shall be solely at Contractor's cost and risk.
- 3.2. An Exchange Engine shall meet the following technical requirements:
  - Installed Thrust Rating shall be CF6-80C2B1F (or other with possible thrust conversion to CF6-80C2B1F)
  - Full QEC/Accessories
  - Minimum LLP life remaining shall be 4750 Flight Cycles
  - Average LLP life remaining shall be 5750 Flight Cycles
  - Combustor Chamber shall be fresh from "Check & Repair" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - Both, HPT and HPC shall be fresh from "Performance Restoration" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - EGT margin shall be 35°C or more
  - All current ADs shall have been accomplished
  - Fire detection System shall be Systron Donner (preferably)
  - Preserved for 365 DY
  - Serviceable as per EASA Form One or EASA/FAA Dual Release and clear of any deferred maintenance or reduced inspection intervals.

An Exchange Engine shall be delivered with the package of records as listed hereunder:

- Full BSI report with Video
- EASA Form One or EASA/FAA Dual Release
- Actual LLP sheet with BTB records for each part
- AD/SB Status with DFPs for performed AD/SB
- NIS or Incident Clearance Statement
- Trend monitoring report/ECM data for the last 12 months of operation
- Oil consumption report
- QEC/Accessory list
- Removal/installation history (Engine Log Book)
- All SV reports and maintenance history.
- Full SV Package with DFP from last SV
- Last Test Cell Data
- Last Done Next Due status
- 365 DY Preservation Tag
- No PMA/DER statement or PMA/DER list

All current records for an Exchange Engine shall be provided to the Customer for preliminary review together with a Flat Rate Exchange commercial proposal.

The Contractor shall update the records for an Exchange Engine and make them available for Customer's final review and acceptance at least 2 weeks before estimated Engine Delivery Date.

All records shall be in English and in good readable format.

The Contractor shall correct any deficiencies in the records notified by the Customer upon review (e.g. missing or discrepant documents) before Delivery.

- 3.3. The Customer or its authorized representative shall be given a right to physically inspect an Exchange Engine at Delivery Location at least 1 week before estimated Delivery Date. Before Delivery, the Contractor shall promptly rectify any discrepancies notified by the Customer upon inspection, unless otherwise duly agreed by the Parties in writing.
- 3.4. Warranty term for an Exchange Engine from Last Shop Visit shall be not less than 12 months, 3400 FH / 750 FC, and warranty shall be assigned to the Customer upon Delivery.

#### **4. Additional requirements for a Flat Rate Exchange commercial proposal**

- 4.1. The Contractor shall evaluate residual value of the Core Engine and let the Customer know the results as a part of its Flat Rate Exchange commercial proposal, for information purposes only.
- 4.2. Notwithstanding Appendix 4 to this Procurement Documentation, a winner of this tender shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.

#### **5. Applicability of the Russian Federation State standards**

- 5.1. Since the Exchange Engine is intended for use on Customer's foreign-registered commercial aircraft, the Exchange Engine itself and associated records must comply with international (EASA/FAA) regulations; hence, the State standards of the Russian Federation are not applicable.

## **6. Core Engine records access**

- 5.1 All technical records for the Core Engine are available at Cloud service:  
<https://files.rossiya-airlines.com/index.php/s/KlvNb2KD3sr9tBs>

Password: 702320



**Terms of Reference Lot No.3  
for a Flat Rate Exchange of a CF6-80C2B1F Engine ESN 704819**

**1. Terms, Conditions and Procedure of Payment**

- 1.1. Payments shall be made via bank wire transfer.
- 1.2. Invoicing and payment terms:
  - Down payment of not more than 20% of the Exchange Flat Rate shall be payable upon arrival of an Exchange Engine at Customer's facility.
  - 80 % balance of the Exchange Flat Rate shall be payable within 30 calendar days from a date of receipt of Contractor's final invoice issued upon delivery of an Exchange Engine.

**2. Delivery terms and schedule**

- 2.1. An Exchange Engine shall be delivered to the Customer on or before 01 DEC 2017.
- 2.2. Delivery terms for an Exchange Engine shall be EXW Delivery Location.
- 2.3. An Exchange Engine shall be properly packed, sealed and installed on an appropriate Contractor's transportation equipment (base and cradle)
- 2.4. Customer's original engine ESN 704819 (the Core Engine) shall be returned to the Contractor in 45 calendar days upon Customer's receipt of an Exchange Engine.
- 2.5. Delivery terms for the Core Engine ESN 704819 shall be EXW Customer's store at Vnukovo International Airport, Moscow, Russian Federation
- 2.6. The Core Engine shall be returned on Contractor's transportation equipment.
- 2.7. The terms and schedule above may change subject to parties mutual agreement.

**3. Major requirements for a Flat Rate Exchange commercial proposal**

- 3.1. This deal shall be a 1:1 Flat Rate Exchange, where all and any works and material to repair the Core Engine shall be solely at Contractor's cost and risk.
- 3.2. An Exchange Engine shall meet the following technical requirements:
  - Installed Thrust Rating shall be CF6-80C2B1F (or other with possible thrust conversion to CF6-80C2B1F)
  - Full QEC/Accessories
  - Minimum LLP life remaining shall be 4750 Flight Cycles
  - Average LLP life remaining shall be 5750 Flight Cycles
  - Combustor Chamber shall be fresh from "Check & Repair" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - Both, HPT and HPC shall be fresh from "Performance Restoration" off-wing maintenance (0.00 TSLSV / 0 CSLSV)
  - EGT margin shall be 35°C or more
  - All current ADs shall have been accomplished.
  - Fire detection System shall be Systron Donner (preferably)
  - Preserved for 365 DY
  - Serviceable as per EASA Form One or EASA/FAA Dual Release and clear of any deferred maintenance or reduced inspection intervals.

An Exchange Engine shall be delivered with the package of records as listed hereunder:

- Full BSI report with Video

- EASA Form One or EASA/FAA Dual Release
- Actual LLP sheet with BTB records for each part
- AD/SB Status with DFPs for performed AD/SB
- NIS or Incident Clearance Statement
- Trend monitoring report/ECM data for the last 12 months of operation
- Oil consumption report
- QEC/Accessory list
- Removal/installation history (Engine Log Book)
- All SV reports and maintenance history
- Full SV Package with DFP from last SV
- Last Test Cell Data
- Last Done Next Due status
- 365 DY Preservation Tag
- No PMA/DER statement or PMA/DER list

All current records for an Exchange Engine shall be provided to the Customer for preliminary review together with a Flat Rate Exchange commercial proposal.

The Contractor shall update the records for an Exchange Engine and make them available for Customer's final review and acceptance at least 2 weeks before estimated Engine Delivery Date.

All records shall be in English and in good readable format.

The Contractor shall correct any deficiencies in the records notified by the Customer upon review (e.g. missing or discrepant documents) before Engine Delivery.

- 3.3. The Customer or its authorized representative shall be given a right to physically inspect an Exchange Engine at Delivery Location at least 1 week before estimated Delivery Date. Before Delivery, the Contractor shall promptly rectify any discrepancies notified by the Customer upon inspection, unless otherwise duly agreed by the Parties in writing.
- 3.4. Warranty term for an Exchange Engine from Last Shop Visit shall be not less than 12 months, 3400 FH / 750 FC, and warranty shall be assigned to the Customer upon Delivery.

#### **4. Additional requirements for a Flat Rate Exchange commercial proposal**

- 4.1. The Contractor shall evaluate residual value of the Core Engine and let the Customer know the results as a part of its Flat Rate Exchange commercial proposal, for information purposes only.
- 4.2. Notwithstanding Appendix 4 to this Procurement Documentation, a winner of this tender shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.

#### **5. Applicability of the Russian Federation State standards**

- 5.1. Since the Exchange Engine is intended for use on Customer's foreign-registered commercial aircraft, the Exchange Engine itself and associated records must comply with international (EASA/FAA) regulations; hence, the State standards of the Russian Federation are not applicable.

## **6. Core Engine records access**

5.1 All technical records for the Core Engine are available at Cloud service:  
<https://files.rossiya-airlines.com/index.php/s/k4LjOeWSfTYDIII>

Password: 704819

**Draft Contract**

\_\_\_\_\_ with headquarters at: \_\_\_\_\_ (hereinafter "Contractor") and "Rossiya Airlines" JSC, with headquarters at: Russian Federation, Saint Petersburg, 196210, Pilotov street, h. 18, b. 4 (hereinafter "Customer") together hereinafter named as the Parties, and as singular the Party: have concluded the Contract No \_\_\_\_\_ upon the following:

**1. The Subject of the Contract**

1.1 Supply of a CF6-80C2\_\_\_\_\_ engine ESN \_\_\_\_\_ (hereinafter "Exchange Engine") on the basis of 1:1 Flat Rate Exchange against Customer's original engine CF6-80C2B1F ESN \_\_\_\_\_ (hereinafter "Core Engine") on the terms and condition set forth herein below.

1.2 Customer may, subject to consent of the Contractor, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the purchase documentation; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby.

1.3 Total amount of the Contract reflecting planned scope will not exceed \_\_\_\_\_ USD.

**2. Delivery**

2.1 Exchange Engine shall be delivered to the Customer installed on the transportation equipment (base P/N\_\_\_\_\_, S/N\_\_\_\_\_, cradle P/N\_\_\_\_\_, S/N\_\_\_\_\_) on or about \_\_\_\_\_ 2017 (hereinafter "Delivery Date")

2.2 Delivery terms for the Exchange Engine shall be EXW \_\_\_\_\_ (hereinafter "Delivery Location")

2.3 Core Engine shall be returned to the Contractor installed on the transportation equipment (base P/N\_\_\_\_\_, S/N\_\_\_\_\_, cradle P/N\_\_\_\_\_, S/N\_\_\_\_\_) in \_\_\_\_\_ calendar days upon Customer's receipt of an Exchange Engine.

2.4 Delivery terms for the Core Engine shall be EXW \_\_\_\_\_.

2.5 Deliveries hereunder may be carried out in both directions with other conditions and to and from other places by written consent of the Parties.

2.6 The terms and schedule above may change subject to parties mutual agreement.

2.7 All and any works and material to repair the Core Engine shall be solely at Contractor's cost and risk.

**3. Payment**

3.1 The currency hereof is USD.

3.2 The Parties' bank details are:

The Customer's:

The Contractor's:

3.3 Down payment of not more than 20% of the Exchange Flat Rate shall be payable upon arrival of an Exchange Engine at Customer's Facility. Such invoice shall be issued at least 14 calendar days prior to delivery of an Exchange Engine. Remaining balance of Exchange Flat Rate shall be payable within 30 calendar days from a date of receipt of

Contractor's final invoice issued upon delivery of an Exchange Engine. All invoices shall be sent to [amd9@rossiya-airlines.com](mailto:amd9@rossiya-airlines.com) , or other address the Parties may agree.

3.4 Should the Contractor fail to fulfill its obligation prepaid hereunder within the agreed term due to reasons other than Customer's fault or Force majeure, it shall return the amount prepaid within 30 calendar days upon the Customer's request. In addition, the Customer will be entitled to charge a penalty at the rate of 0,01% of the prepayment for each calendar day of such delay in performance, capped at 5% thereof.

3.5 Taxes with respect to any prices covered herewith are levied or not levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.

3.6 The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.

#### **4. Warranty and technical requirements**

4.1 The Contractor guarantees that the Exchange Engine delivered to the Customer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Customer.

4.2 Unless otherwise duly agreed by the Parties in writing, the warranty term for the Exchange Engine from Last Shop Visit shall be not less than 12 months, 3400 FH / 750 FC: hereinafter the "Warranty term". The Contractor further guarantees that no liens whatsoever exist with respect to Exchange Engine.

4.3 If the Customer discovers a breach of the warranty of the 4.1 hereof, and the Contractor accepts it pursuant to the 4.4 hereof; the Contractor shall rectify such breach by either replacing or repairing of a defected item of Exchange Engine FOC to the Customer; so that the new/repaired item of Exchange Engine shall be free from any defects in material, workmanship or possibility to be used to its purpose. The warranty liability of the Contractor hereunder is limited to that repair or replacement [the choice between which being subject to the Customer's resolution] of the defected item of the Exchange Engine, along with costs of it delivery, related insurance, if applicable, and MHRs spent for removal of the defected item of the Exchange Engine and re-installation of the item free from the defect as provided by the Contractor i.a.w. hereof.

4.4 The term of the Warranty hereunder, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Customer informs the Contractor of such breach, through the day, when the Contractor rectifies this breach.

4.5 Exchange Engine description:

- Installed Thrust Rating is CF6-80C2\_\_\_\_
- Full QEC/Accessories.
- Minimum LLP life remaining is \_\_\_\_\_Flight Cycles
- Average LLP life remaining is \_\_\_\_\_Flight Cycles
- HPC TSLSV / CSLSV since last Performance Restoration is 0.00 / 0
- Combustor Module TSLSV / CSLSV since last Check & Repair is 0.00 / 0
- HPT TSLSV / CSLSV since last Performance Restoration is 0.00 / 0
- EGT margin is \_\_\_\_°C
- All current ADs have been accomplished.
- Fire detection System is \_\_\_\_\_
- Preserved for 365 DY

- Serviceable as per EASA Form One or EASA/FAA Dual Release and clear of any deferred maintenance or reduced inspection intervals.

4.6 An Exchange Engine is tendered for delivery with the package of records as listed hereunder:

- Full BSI report with Video.
- EASA Form One or EASA/FAA Dual Release Actual LLP sheet with BTB records for each part.
- AD/SB Status with DFPs for performed AD/SB
- NIS (or Incident Clearance Statement)
- Trend monitoring report/ECM data for the last 12 months of operation
- Oil consumption report
- QEC/Accessory list
- Removal/installation history (Engine Log Book)
- All SV reports and maintenance history.
- Full SV Package with DFP from last SV
- Last Test Cell Data
- Last Done Next Due status
- 365 DY Preservation Tag
- No PMA/DER statement (or PMA/DER list)

4.7 The Contractor shall update the records for an Exchange Engine and make them available for Customer's final review and acceptance at least 2 weeks before estimated Delivery Date. All records shall be in English and in good readable format.

4.8 The Contractor shall correct any deficiencies in the records notified by the Customer upon review (e.g. missing or discrepant documents) before Delivery

4.9 The Customer or its authorized representative shall be given a right to physically inspect Exchange Engine at Delivery Location at least 1 week before estimated Delivery Date.

4.10 Before Delivery, the Contractor shall promptly rectify any discrepancies notified by the Customer upon inspection, unless otherwise duly agreed by the Parties in writing.

## **5. Force majeure**

5.1 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 (whether in act or omission of the respective Party), including but not limited to, war (declared and not) , terrorism, insurrections or riots, fires, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, government requisition, restrictions, strikes or labour troubles causing cessation, slowdown or interruption of work, IT systems failures. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein.

## **6. Jurisdiction & Governing law**

6.1 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 calendar

days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2 Provisions of this Contract shall be construed with respective laws of the country of the residence of the Customer.

## **7. Validity**

7.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties;

7.2 and remains valid through 31.12.2018.

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

7.4 The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.

7.5 Capitalized terms used herein in plural, shall denote singular as well, and vice versa.

7.6 In case of any disputes on text hereof, the Parties base on the text verified by stamps of the Contractor and legal department of the Customer, or in the stitched and verified contract.

## **8. Anti-Corruption Clause**

8.1 During fulfillment of their obligations under the Contract Parties, their employees shall not pay, offered to pay and authorize payment of any money or valuables, directly or indirectly, to any persons in order to exert influence on actions or decisions of these persons with the purpose to get any undue preferences or other inappropriate purposes.

During fulfilment of their obligations under the Contract, Parties, their employees shall not pursue any actions classified by contract's applicable law as bribe taking/giving, commercial bribery, illegal gratification, abuse of authority, as well as actions violating requirements of the applicable legislation and the international acts concerning counteraction to legitimization (laundering) of the proceeds of crime.

8.2 If either Party suspects that any provisions of item 8.1 have been or may be violated the relevant Party shall notify the other Party in written. In such written notification the Party shall appeal to facts or provide materials to confirm or to give reason to assume that any provisions of item 8.1 have been or may be violated by the other Party, its employees resulting bribe taking/giving, commercial bribery, illegal gratification, abuse of authority, as well as actions violating requirements of the applicable legislation and the international acts concerning counteraction to legitimization (laundering) of the proceeds of crime. After receipt of the written notification the Party, to whom this notification has been sent, shall send confirmation that no violation has occurred or will not occur. This confirmation shall be sent within 30 (thirty) calendar days from the date of receipt of the written notification.

8.3 If either Party breaks the obligations to refrain from actions specified in item 8.1 the other Party may terminate the Contract unilaterally and without legal proceedings by sending a written notification about such termination. The Contract shall be considered terminated after 30 (thirty) calendar days from the date of receipt of corresponding written notification about Contract termination by the Party. Party initiated the Contract termination in accordance with

the provisions specified in this item may claim compensation for actual damage resulted from such termination of the Contract. Period for damage compensation shall be 30 (thirty) calendar days from the date of receipt of corresponding claim from the Party initiated termination of the Contract.

**9. Signatures of the Parties**

For the Customer: _____	For the Contractor: _____
By: _____	By: _____
Position: _____	Position: _____
Date: _____	Date: _____



**OWNERS/BENEFICIARIES INFORMATION FORM**

No	Name of the counterpart					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					No	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 organisation)	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																		

Authorized representative of \_\_\_\_\_