

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

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PROCUREMENT DOCUMENTATION

Procurement Method: **Public Request for Proposal in Electronic Format
in the Territory of a Foreign State**

Shop Visit for a CF6-80C2B1F Engine ESN 704706

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, edition 3)

Determination of Bidding Specific Features: Not anticipated

Determination of priority: Not anticipated

1. General Conditions

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

This procedure includes 1 lot.

Lot No.	1				
Designation of subject of the contract (lot):	Shop Visit for a CF6-80C2B1F Engine ESN 704706				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
2 000 000.00	USD	1	e.a.	30.30.60.110	33.16
Place of delivery/performance of work/service provision (address):	In the territory of a foreign state				

Procedure for the request for proposal 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 proposal 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 proposal 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 proposal. In case of a decision to withdraw the request for proposal the Customer shall, within the day following the day when such decision was made, post information of such request for proposal withdrawal in the unified information system.

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

The Customer does not issue documentation regarding the request for proposal procedure upon separate requests of any bidder. Documentation will be posted in the unified information system 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 proposal 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 proposal or documentation for the request for proposal.

Within three days from the date of a decision on required amendments in the notice for the request for proposal or documentation for the request for proposal, the customer shall post such amendments in the unified information system.

If changes to the notice or documentation about the request for proposal are made later than one business day prior to deadline for submission of bids for the request for proposal, time period of submission of bids for request for proposal 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 or documentation on procurement in the unified information system and the deadline of submission of bids for the request for proposal.

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 12 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 http://etpgpb.ru/
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 Phone: +7 (812) 633-39-99 extension 2463 E-mail: tender@rossiya-airlines.com
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2.3. For the purpose of bidding for the request for proposal, potential bidder shall compile the bid for the request for proposal executed fully in compliance with the requirements of documentation for the request for proposal. The potential bidder may submit only one bid related to each subject of the request for proposal.

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

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

2.4.2. Not to amend and/or withdraw his bid for the request for proposal after the deadline for submission of the request for proposal bids.

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

2.4.4. 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).

2.5. The Customer will carry on reception of bids for request for proposal from the date of posting of the request for proposal notice in the unified information system and till the deadline for submission of bids for request for proposal specified in the request for proposal notice.

2.6. Bidder is entitled to amend or withdraw submitted bid for the request for proposal no later than the deadline for submission of the bids for the request for proposal. 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.

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

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

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

2.10. If upon the deadline for submission of bids for the request for proposal as specified in the documentation for the request for proposal the Customer receives only one bid for the request for proposal, although the request for proposal 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 proposal and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for proposal the Customer may enter into a contract with such bidder.

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

2.12. 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:

- A down payment of not more than 20% of the Not-to-Exceed (NTE) Price may be payable before Engine induction.
- Any known repair cost shall be payable balanced vs. NTE Price after completion of works and before redelivery of the Engine.
- Final repair cost balanced vs. NTE Price, and all cost not covered by the NTE shall be payable within 30 calendar days from a date of a respective Contractor's final invoice issued to the Customer after completion of works and redelivery of the 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. Commercial proposal 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 proposal 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\$, \$) excluding and 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. Commercial proposal shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- Turnaround Time, Days
- NTE Price, USD

5.7. Commercial proposal shall be submitted for each lot separately.

5.8. Commercial proposal 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: 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. Commercial proposal 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
Compliance with the requirements for procurement parties	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.
Completeness of submitted documents	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
Bid compliance with the requirements of procurement documentation	Check of the bid content including: Content of price for proposal; 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 proposal 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 proposal 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 proposal 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 proposal procedure such bidder shall be deemed to be the only one bidder for the request for proposal. 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 proposal 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 proposal 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 Turnaround Time, Days	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..	25
Criterion 2 NTE Price, 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.	75
Maximum final score		100

Common basis for comparison of proposal 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 proposal 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 proposal 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 proposal gained the highest final score.

6.8. The bidder offered the best combination of contract execution terms and conditions and gained the first number for his bid for the request for proposal will be announced the winner.

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

If during evaluation and benchmarking of bids for request for price proposal the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of proposal submitted by the procurement parties and summarizing procurement results in the notice for the request for proposal, 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 in the unified information system.

6.9. For the purpose of evaluation and benchmarking of the bids for the request for proposal, 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 proposal a Report on the results of the request for proposal shall be issued.

6.11. If the winner of the request for proposal 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 (proposal), 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 proposal 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 proposal 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 proposal and the bidder whose bid was the second one, the Customer shall post a relevant notification in the unified information system

7. Consequences of recognition of the request for proposal to be void

In case the request for proposal is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for proposal or recognized to be the only one bidder for the request for proposal the Customer may repeat the request for proposal 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

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. ³	

³ 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)

Appendix 2
to the Procurement Documentation

Application for Bidding ⁴ in the public request for proposal:		
(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 proposal 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 proposal.		
Commercial proposal:		
1	Turnaround Time, Days	(specify)
2	NTE Price, USD	(specify)
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 proposal 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 proposal information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposal conditions equal for all bidders.		
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.		
5. In case, based on the results of the request for proposal, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the		

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

requirements given in the documentation for the request for proposal and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.	
6. In case we are recognized to be the second winner of the request for proposal based on the results of procurement procedure and the winner of the request for proposal is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposal documentation and our quote.	
7. In case we are recognised to be the only one request for proposal bidder we undertake to sign the contract in accordance with the requirements given in the request for proposal documentation and at the price indicated in our quote.	
8. In case we are recognised to be the winner of the request for proposal 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 proposal we agree that information	
about	
<i>(specify full name of legal entity / name, surname of individual)</i>	
should be included into the supplier blacklist.	
9. We undertake not to amend and/or withdraw our bid for the request for proposal after the deadline for submission of bids for the request for proposal.	
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 ⁵ .	
11. Documents being an integral part of our bid for the request for proposal are attached to the present bid for the request for proposal,	
as per the list on	page
Chief executive officer	
(signature)	(state name)
<i>Stamp</i>	
Date of compilation « »	
(DD)	(MM) (YYYY)

⁵Item is included in the purchase application only participants - individuals.

Appendix 3
to the Procurement Documentation

Terms of Reference
Shop Visit for a CF6-80C2B1F Engine ESN 704706

1. Terms, Conditions and Procedure of Payment

1.1. Payment shall be via bank wire transfer.

1.2. Invoicing and payment terms:

- A down payment of not more than 20% of the Not-to-Exceed (NTE) Price may be payable before Engine induction.
- Any known repair cost shall be payable balanced vs. NTE Price after completion of works and before redelivery of the Engine.
- Final repair cost balanced vs. NTE Price, and all cost not covered by the NTE shall be payable within 30 calendar days from a date of a respective Contractor's final invoice issued to the Customer after completion of works and redelivery of the Engine.

2. Shop Visit timeframe

2.1. Shop Visit start date shall be on or about 15 OCT 2017.

2.2. Shop Visit Turnaround time (TAT) shall be 60 calendar days or less.

2.3. The Contractor shall monetary compensate the Customer for each day of the agreed TAT exceedance due to Contractor's fault.

3. Major requirements for the Shop Visit commercial proposal

3.1. A Shop Visit commercial proposal shall be prepared based on a NTE-pricing model and the requested Workscope (Ref. Annex 1, 2).

3.2. The NTE Price shall cover:

3.2.1. Labor and Services:

- Engineering support services such as Workscope customization, SB evaluation and implementation recommendation.
- Engine incoming inspection.
- Engine Components removal and reinstallation (including LRU, QEC).
- Engine disassembly.
- Engine Modules disassembly (where applicable per Workscope).
- Cleaning, Non-Destructive Testing and inspection of Engine Parts.
- In-house Engine Parts repair (including LLP) where Contractor MRO has in-house capabilities.
- Outsourced Engine Parts repair (including LLP)
- Labour for parts replacement including labor for replacement of LLPs.
- Labour and material for SB and AD as required per Workscope.
- Labour and material for incorporation of Cat 1 through 3 SBs if applicable.
- Module balancing and reassembly and Engine final assembly.
- Engine gas path wash (if required).

- Engine performance test cell run (preparation and performance of the test and Engine components operational check during Engine performance test run).
- Engine post-test borescope inspection (with video recording), final inspection and preparation of Engine documentation.
- Engine Preservation.
- Preparation for shipment.
- All additional works resulting from Workscope and inspection but not leading to the Workscope extension.
- Any handling charges incurred in connection with the Engine repair.
- Engine transportation from Moscow Vnukovo International Airport to the Contractors' shop and back, including provision of an appropriate engine transportation equipment (base & cradle)

3.2.2. Material, including:

- Repair or scrap replacement of all (100%) airfoil material, including HPT blades and vanes, as required per Workscope and Manufacturer manuals (WSPG, ESM etc.) and applicable handling fees.
- Exchange Engine Parts and applicable handling fees.
- All required Consumables & Expendables.
- Parts and materials for all additional works resulting from Workscope and inspection and applicable handling fees.
- Oil & Fuel used for Engine test cell run.
- Engine Parts shall be subject to Engine Lessor's approval. The Contractor shall provide paperwork for review for all serialised parts and high cost parts including but not limited to Fan Blades, major casings, HPT Blades, HPT Shrouds, HPT NGVs, LPT NGVs, LPT Blades and Vanes (depending on Lessor's requirements). In case Lessor does not approve parts for any reasons (missing paperwork etc.), the Contractor shall continue the search of applicable parts and propose other options for review. The Customer shall have a right to purchase from the market supply any parts by its own and the Contractor shall deduct the actual cost of such Customer-furnished parts from the repair price.

3.2.3. Components:

- Labour and Material for Engine accessories and components including QEC removal, installation, maintenance and/or repair. Workscope (visual inspection, bench test or overhaul) should be in accordance with WSPG and the Annex 2 hereto.
- Any handling charges incurred in connection with repair of the accessories and QEC.

3.3. The following shall be excluded from the NTE Price:

- Cost of replacement LLP material.
- Any additional works resulting from Workscope and leading to the Workscope extension.

3.4. Annual escalation of the NTE Price shall not exceed 2,6 %

3.5. Time & Material rates for all works not covered by the NTE Price shall not exceed

Man-Hour Rate	48 USD
Handling Charge for the non-LLP material supplied by the Contractor for Extra Work only	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item
Handling Charge for the LLP material supplied by the Contractor	3.5 % of CLP capped at 4,500 USD per part
Handling Charge for the non-LLP material supplied by the Customer	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item
Handling Charge for the LLP material supplied by the Customer	0%
Subcontract Handling Charge	5,0% of subcontractor's invoice

3.6. Material Support

- There should be Engine Parts and consumable materials support for this Shop Visit, including a complete set of parts (incl. Airfoil material) sufficient to cover up to 100% scrap of the relevant Engine Parts, immediately available on the Contractor's local stock or procurable from external sources at lead-times not affecting the agreed TAT.
- All new Engine Parts shall come with have EASA Form One or FAA 8130-3 attached.
- All repaired/overhauled Engine Parts (including any LLPs supplied by the Contractor) shall possess certificates EASA Form One or FAA/EASA Dual release and Back to Birth traceability and must be approved by the Customer before installation.
- DER-repairs or PMA-parts may be allowed for this Engine subject to Customer's prior written consent except for HPT stage 1 blades.
- A 24/7 on-site material coordinator should be assigned to this Shop Visit by the Contractor at no cost to the Customer.

3.7. Warranty term shall be not less than 12 months since date of Engine release from SV.

4. Additional requirements for the Shop Visit

- 4.1. A successful Contractor for this Shop Visit should have been trading internationally for not less than 5 years as an EASA and FAA - certified CF6-80C2 model engines overhaul specialist shop, and have a demonstrable experience of not less than 30 CF6-80C2 SVs (of workscope similar to, or higher of, the subject one) completed over last 3 years.
- 4.2. Within 30 days upon Engine release date, the full and complete set of Engine repair paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all LRU&QEC. Electronic format documentation on CD/DVD or other media will be acceptable. A printed Shop Visit Minipack should be provided to the Customer within 10 days after Engine release date.
- 4.3. All parts scrapped during Shop Visit should be stored at the Contractor's facility free of charge for not less than 12 months, or until additional notification by the Customer.
- 4.4. Engine storage at the Contractor's facility after Shop Visit shall be free of charge for up to and including 30 days after Engine release date.
- 4.5. Engine transportation to and from the Contractor's shop location shall coordinated with Customer's Logistics Department in advance of Engine dispatch.

5. Acceptability of Contractor's contractual documentation

- 5.1. A bidder 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.

6. Applicability of the Russian Federation State standards

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

Annex 1
Shop Visit Workscope for a CF6-80C2B1F Engine ESN 704706

Operator: "Rossiya Airlines" JSC

Removal reason: HPT 1st stage rotor blades – 8 blades have burned through damages area A and B.

Engine TTSN/TCSN: 59520 FH / 8930 FC

EGT Margin at removal: 15.27°C

Last SV: AUG 2014 by GA TELESIS

Engine Receiving Inspection:

- Note: Engine preservation tag expired 23 JUN 2017
- Engine, transportation equipment and cover visual inspection and photographing before induction.
- Incoming inspection according to GE WSPG Rev. 21, Oct 01 2014

DER: Yes, except HPT 1 Blades. Previously installed PMA/DER/DR are acceptable. Report findings.

Maintenance C-Letter check: Yes

LLP's to be replaced: None. If replacing LLP's, minimum CR: 5300 FC

After Test Cell Run preserve for 365DY

Release: CF6-80C2B1F, EASA Release Certification

GROUP NAME ATA	MOD.S/N TSO / CSO	BUILD GROUP TASKS
Engine 72-00-00	704706	Minimum level Workscope ref. GE WSPG rev 21. Perform: All AD which require action at each piece-part opportunity AD 2016-08-10 (SB 72-1520) Accessory heat shield SB's : see module worksopes
Fan Module	01X04706 unk	Do not remove. Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-01 Perform: SB 72-1374 Inspection of Fan Inner Liner Brackets (Pre SB 72-1223).
Fan Rotor 72-21	21X04187 3984 / 900	Do not remove Inspection iaw ref. 72-00-01, 72-00-21 for exposed areas Fan Blades: Remove for inspection and re-lubrication iaw CESM 1
Fan FWD Case 72-22	22X04706 59520 / 8930	Do not remove Inspection iaw ref. 72-00-01, 72-00-22 for exposed areas.
Fan Frame / Case 72-23	23X04706 59520 / 8930	Do not remove Inspection iaw ref. 72-00-01, 72-00-23 for exposed areas.
FWD Mount	FWDX00062 3984 / 900	Do not remove , Minimum level workscope ref. GE WSPG rev 21.

GROUP NAME ATA	MOD.S/N TSO / CSO	BUILD GROUP TASKS
		Visual inspection iaw ref. 71-21-01 for exposed areas.
Fan Mid Shaft 72-24	24X02856 59520 / 8930	Do not remove Inspection iaw ref. 72-00-01, 72-00-24 for exposed areas. Check CVT looseness
Fan Booster Stat 72-25	25X04187 15628 / 3067	Do not remove Inspection iaw ref. 72-00-01, 72-00-25 for exposed areas.
Core Module 72-00-02	02X04706 15628 / 3067	Do not remove Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-02 for exposed areas.
HPC Rotor 72-31	31X02534 15628 / 3067	Do not remove Inspection iaw ref. 72-00-02, 72-00-31 for exposed areas.
HPC Stator 72-32	32X02602 15628 / 3067	Do not remove Inspection iaw ref. 72-00-02, 72-00-32 for exposed areas. Inspect VSV lever arms/bushings for metal-to-metal contact iaw 72-00-32 NOTE: UNKNOWN Phase __Aero configuration.
CRF 72-34	34X95374 29416 / 6235	Do not remove Inspection iaw ref. 72-00-02, 72-00-34: visible portions.
Combustor 72-41	41X02199 3984 / 900	Do not remove Inspection iaw ref. 72-00-02, 72-00-41: visible portions.
HPT Stg 1 Nozzle 72-51	51X04145 3984 / 900	Do not remove Inspection iaw ref. 72-00-02, 72-00-51: visible portions.
HPT Module 72-00-03	03X02185 3984 / 900	Minimum level Repair workscope ref. GE WSPG rev 21. Remove HPT Module, Disassembly to Shop modules. Partial disassembly only to separate 52X and 53X Assemblies. Inspection level 72-00-03.
HPT stg2 Nozzle 72-52	52X02185 15628 / 3067	Minimum level workscope ref. GE WSPG rev 21. Do not disassemble. Inspect per 72-00-52 : HPT stg 2 Nozzles, stg 1 & 2 Shrouds and Interstage Seals. If needed make sure stg1 Shroud roundness by grinding. Measure Stg 1 Shroud diameter (to optimize stg 1 blade tip cap).
HPT Rotor 72-53	53X02185 3984 / 900	Minimum level Repair workscope ref. GE WSPG rev 21. Main inspection level 72-00-53 Partial disassembly only to facilitate removal of HPT 1 Blades. De-blade but do not disassemble rotor drum. HPT stg 1 Blades: Replace all, Blade set to be approved by customer. HPT stg 2 Blades: Remove and keep positions. HPT stg 1 & 2 Blade retainers: OVH (FPI) High Speed Grind stg 1 Blades to optimum clearance.

GROUP NAME ATA	MOD.S/N TSO / CSO	BUILD GROUP TASKS
		Dynamic balancing of HPTR Assembly.
LPT Module 72-00-04	04X04647 33445 / 5901	Minimum level workscope ref. GE WSPG rev 21. Remove LPT Module but do not disassemble. Inspection iaw ref. 72-00-04
LPT Stator 72-56	56X04647 33445 / 5901	Minimum level workscope ref. GE WSPG rev 21. Do not disassemble Inspection iaw ref. 72-00-04, 72-00-56 for exposed areas.
LPT Rotor 72-57	57X04647 33445 / 5901	Minimum level workscope ref. GE WSPG rev 21. Do not disassemble Inspection iaw ref. 72-00-04, 72-00-57 for exposed areas.
TRF 72-58	58X04706 64521 / 8930	Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-04, 72-00-58 for exposed areas. Clean Oil tubes& nozzle per CESM 9
AFT Mount	GF021R unk	Minimum level workscope ref. GE WSPG rev 21. Remove AFT mount. Inspect iaw AMM.
IGB 72-61	61X02558 unk	Do not remove
TGB 72-63	EPE01916 unk	Do not remove. Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-63 for exposed areas
Acc. Gearbox 72-65/66	65X02319 33445 / 5901	Minimum level repair workscope ref. GE WSPG rev 21. Inspection level 72-00-05/65 for exposed areas. Leak check for Carbon Seals. Perform: AD 2016-08-10 , SB 72-1520 R03 Rework of Accessory Heat Shield Assembly for TBC Protection improvement.
QEC		Removed Tubes, Hoses & Brackets: Clean and GVC, ref. EM GEK 92451 or PPBM D6-35664 Removed Electric harness: Clean and Bench Check , ref. CMM or SWPM D6-54446

Annex 2
Accessories LRU&QEC Workscope for a CF6-80C2B1F engine ESN 704706

Component /LRU actions: Inventory, GVI for all LRUs as removed or installed. Further actions below.

FUEL & CONTROL	
MFP	Bench check
Fuel Nozzles	Flow check/Repair or Overhaul as required
Servo Fuel Heater	Bench check
IDG Fuel / Oil Cooler	Bench check
PMC	N/A
ECU (FADEC)	Bench check
HMU (FADEC)	Bench check
ECU Cables	Bench check
IGNITION SYSTEM	
Igniter Plug	Replace
Exiter	Bench check
Ignition Lead	Bench check
AIR SYSTEM	
VSV Feedback cable	Pull check
VBV Feedback cable	Pull check
VSV Actuator (FADEC) L/H	Bench check
VSV Actuator (FADEC) R/H	Bench check
VBV Actuator L/H	Bench check
VBV Actuator R/H	Bench check
11th Stage Solenoid (FADEC)	Bench check
HPT / LPT ACC Valve	Bench check
IP Check valve	CMM inspection
HP CONTROL VALVE	CMM inspection
ENGINE INDICATING SYSTEM	
N1 Sensor (FADEC)	On condition
N2 Sensor (FADEC)	On condition
Thermocouple Leads	Bench check
Thermocouple Probes	Bench check
EGT Junction Box	Bench check
Control Alternator	Bench check
Low Oil Pressure Switch	On condition
Fuel Filter	Bench check
Differential Pressure Switch	Bench check
Oil Filter Differential Pressure Switch	On condition
Fuel Pressure Transmitter	Bench check
LUBE SYSTEM	
Oil Tank	Bench check
Lube & Scavenge Pump	Bench check
Fuel/Oil Heat Exchanger	Bench check
Oil Level Sensor	On condition
IDG Air / Oil Cooler	Bench check
IDG Over Pressure Relief Valve	Bench check
Oil Tank Cap	CMM inspection
Oil Tank Pressurising valve	CMM inspection
STARTING SYSTEM	
Starter	Visual inspection
Starter Valve	Overhaul

Appendix 4
to the Procurement Documentation

Draft Contract

THIS AGREEMENT, with Contract No _____, is made on the ___ day of _____ 2016 between Rossiya Airlines JSC, a company incorporated under the laws of Russia Federations, and having its principal office at 18/4 Pilotov St., St Peterburg 196210, Russia (hereinafter called the "Customer") of the first part and _____, a company incorporated in _____ and having its registered office at _____ (hereinafter called the "Contractor") of the other part.

RECITALS

1. WHEREAS the Contractor, an aerospace engine maintenance, repair and overhaul ("MRO") company wishes to provide MRO services for General Electric CF6-80C2 series engines.
2. WHEREAS the Customer currently operates a fleet CF6-80C2 series engine, and requires the Contractor to provide MRO services to its fleet of CF6-80C2 series engine
3. WHEREAS the Customer and Contractor agree the Contractor's appointment under this Agreement is non exclusive.
4. WHEREAS the Contractor is willing to provide such MRO services on the terms and conditions set out below:

1. DEFINITIONS

(a) For the purpose of this Agreement, the following definitions shall apply (unless the context requires otherwise):

Agreement	means this Agreement and all appendixes, amendments and variations as agreed from time to time by the parties hereto in accordance with Clause 21 of this Agreement.
Business Day	means a day, other than a Saturday, a Sunday or a public holiday, on which the Contractor are open for operations, for the transaction of business of the nature required by this Agreement.
Customer	means Rossiya Airlines JSC
Contractor	means _____
Customer Supplied Material	means any material, including Engine spares, Engine life limited parts and/or components, supplied by the Customer to the Contractor in serviceable condition with relevant serviceable label and back to birth record, where applicable, for the performance of the required Services by the Contractor
Engines	means the CF6-80C2 series engine
Line Item	Per group of parts of like nomenclature
Effective Date	means the date this Agreement

EFH	means Engine Flying Hour, which is the time flown by an Engine computed from take-off to landing of the aircraft in the technical flight report
EGT	means Engine exhaust gas temperature
FAA	means the Federal Aviation Administration of the United States of America
EASA	Means European Aviation Safety Agency
Facility	means the Contractor's facility at _____
MRO	means maintenance, repair and overhaul of the Engines in accordance with the OEM manuals, Customer's workscope and FAA & EASA requirements
OEM	means General Electric (GE), the original equipment manufacturer of the Engines
Preliminary Cost	means the preliminary cost estimate provided by the Contractor to the Customer for the Services to be performed after the disassembly and inspection of the Engine
Services	means the MRO services rendered by the Contractor for the maintenance of Engines
Turnaround Time	means the lead time for the Services to be completed and shall be computed starting from the day after the receipt of the Engine at its designated Facility with all required documents as set out in Clause 4(b) and ending on the day when the passed its acceptance test after the required Services are performed.

Words importing a singular meaning shall include the plural and vice versa.

- (b) Any reference in this Agreement to "Writing", or cognate expressions, includes a reference to any communication effected by an official telex, cable, facsimile transmission or any comparable means.
- (c) The United Nations Convention on Contracts for the International Sales of Goods (Vienna, 1980) shall not apply to this Agreement, and all provisions thereat, express, implied or otherwise, which may or will have any effect on any of the terms and conditions herein are hereby expressly excluded.

2. OBLIGATIONS OF THE CONTRACTOR

- (a) The Contractor shall provide the required Services to the Customer as set forth in Appendix A of this Agreement

3. OBLIGATIONS OF THE CUSTOMER

- (a) The Customer hereby appoints the Contractor to be its non-exclusive contractor to perform the Services, and the Contractor accepts such appointment on the terms and conditions set out in this Agreement for all the Engines leased, owned, managed or operated by the Customer during the period of the Agreement.

4. PRICING OF SERVICES

- (a) The Contractor shall charge and the Customer shall pay for the Services on the Engines. Such charges shall be in accordance with the pricing structure as set out in Appendix A.

(b) The Customer shall deliver the Engine(s) for which the Customer requires the Contractor to perform the Services to the Facility in accordance with terms and conditions as stated in Appendix A and the following documents shall be delivered with the Engine in order for the Contractor to commence the performance of the Services required upon the receipt of the Engine at the designated Facility:

(i) A Repair Order for the Services required for the Engine stating the workscope to be performed; and

(ii) Current and updated Engine documentation, which shall include the Engine logbook, modification compliance records and records of the life limited parts and engine accessory components installed and report/record of any reported defect.

(c) Upon completion of Engine disassembly and inspection based on the workscope to be performed, the Contractor shall provide the Customer a Preliminary Cost and recommend, if any, additional workscope to be carried out in order for the Engine to meet Customer's, OEM's and applicable airworthiness authority requirements.

(d) Within 5 calendar days from the receipt of the Preliminary Cost and additional workscope recommendation (if any), the Customer shall advise its approval or rejection as the case may be to proceed with the Services required.

(e) In the event if the Customer has any intention to provide any Customer Supplied Material for the Services required, the Customer shall do so by advising its intention in writing identifying the parts and/or components it intend to provide during its approval to proceed as stated above.

(f) The Customer shall at its own risks and cost provide all Customer Supplied Material to the Contractor at the designated Facility and the Contractor may impose a handling fee on the Customer Supplied Material.

(g) In the event if the Customer does not advise its approval to proceed without any due cause within 15 calendars from the receipt of the Preliminary Cost, the Contractor may at its sole discretion remove the Engine from its production plan and upon the receipt of the Customer's approval to proceed uses its reasonable endeavor to reschedule the Engine back to its production plan as soon as possible and revise its turnaround time and estimated engine redelivery date accordingly.

(h) Should the Customer decide not to proceed with the Services required or fail to respond to the Preliminary Cost within 30 calendar days from the receipt of the Preliminary Cost without any due cause, the Contractor shall suspend or terminate all work in progress services and invoice the Customer on all costs incurred, including but not limited to labor, material, subcontract repairs and freight and insurances charges.

(i) Any cost incurred for the reassembly and redelivery of the uncompleted Engine, including the return of any parts and/or components removed from the Engine, in their as is where is condition, shall be charged to and paid for by the Customer.

(f) In any event if the Customer terminates or cancels the Agreement and/or any work in progress repair order, the Customer shall indemnify the Contractor in full against all cost, losses and damages, including, without limitation, cost of all labor and materials used or purchased and all charges and expenses reasonably incurred by the Contractor as a result of such cancellations.

5. TURNAROUND TIME

(a) Subject to the provisions of Clauses 4, 11 and 12 hereof, the Contractor shall endeavor to complete the required Services with a Turnaround Time of ___ calendar days or ___ calendar days from the receipt of Customer's approval to proceed on its Preliminary Cost or ___ calendar days from the receipt of last Customer Supplied Material in serviceable condition with all applicable documentation, whichever later.

(b) The Turnaround Time stipulated in Clause 5(a) shall not apply and the Contractor shall be granted excusable delay in the event that the Contractor is not able to obtain the required materials and services from the OEM or other sole source suppliers to perform the Services required. In such event the Contractor shall upon receipt of such parts, uses its reasonable endeavors to complete the Services as soon as possible.

6. MISSING AND DAMAGED PARTS

(a) The Contractor shall have the right to charge the Customer over and above charges, for parts, labor and services supplied for :

- (i) replacement and/or repairs due to foreign object damage ("FOD"), internal object damage ("IOD") or transit damage during the transportation of the Engine not caused by the Contractor;
- (ii) replacement and/or repairs due to engine operation beyond manual procedures or limits;
- (iii) replacement of parts or accessories not received with Engines;
- (iv) replacement of any life limited parts or parts affected by applicable AD/SB not included in the intended workscope package price

(b) The Contractor's charges under this Clause 6 shall be in accordance with the terms and conditions as set out in Appendix A of this Agreement

7. DELIVERY OF ENGINE

(a) Customer and Contractor shall perform its roles and responsibility for the delivery and redelivery of the Engine in accordance with the terms and conditions as set out in Appendix A of this Agreement.

(b) Transportation of the Engine shall be carried out in accordance with Article __ of Appendix A.

(c) In any case, Customer shall be responsible for obtaining all necessary permits, approvals, and licenses, perform all required custom formalities and comply with all required legislation or regulations relating to the transportation, export and import of the Engine, except to the extend that the Contractor is responsible for obtaining all necessary permits, approvals, and licenses for the import and export of the Engine to and from the Contractor's designated Facility.

(d) The Customer shall indemnify the Contractor for any fines, penalties or assessments as a result of the Customer's failure or negligence to comply with any of the requirements set out in this Clause 7.

(e) Subject to any provision to the contrary in the contract "INCOTERMS" 2010 (publication No 715 of the International Chamber of Commerce) shall be deemed to be incorporated into and form an integral part of the Agreement.

8. TERMS OF PAYMENT

(a) The Customer shall pay the Contractor for the Services provided as follow:

(i) A down payment of not more than 20% of the Not-to-Exceed (NTE) Price may be payable against respective Contractor's invoice issued to the Customer at least 14 calendar days in advance of expected Engine induction date.

(ii) Any known repair cost shall be payable balanced vs. NTE Price after completion of works and before redelivery of the Engine against respective Contractor's invoice issued to the Customer at least 14 calendar days in advance of expected Engine release date.

(iii) Final repair cost balanced vs. NTE Price, and all cost not covered by the NTE shall be payable within 30 calendar days from a date of a respective Contractor's final invoice issued to the Customer after completion of works and redelivery of the Engine.

(b) All invoices shall be made in United State Dollars and addressed to:

Rossiia Airlines JSC
 ROSSIYA AIRLINES JSC
 PILOTOV STREET 18/4
 SAINT-PETERSBURG 196210
 RUSSIAN FEDERATION
 Attention: Veronika Agafonova
 Title: Head of finance department for continuing airworthiness
 Email: amd9@rossiya-airlines.com
 Tel: +7 812 6 333 999 ext. 7144

or such other contacts Parties may agree. No hard copies of invoices are required.

(c) All payments shall be made to the Contractor by telegraphic transfer to the following address:

(d) Time shall be of the essence for payment of the Services performed. If the Customer shall fail to make any payment on the due date, then without prejudice to any right or remedy available to the Contror, the Contractor shall be entitled to:

- (i) terminate this Agreement forthwith or suspend any performance of the Services;
 - (ii) allocate any payment made by the Customer to such of the Services as the Contractor thinks fit.
- (e) Should the Seller fail to fulfil its obligations prepaid hereunder within 90 days from the date of the prepayment due to any reason other than force majeure or the Buyer's fault, it shall return the amount prepaid by the Buyer plus by way of damages 0,01% of the prepayment per each day starting from the date of money transfer through the day of return of the prepayment inclusively limited to a total maximum of 1% of the associated prepayment in full and final settlement of any claim for delayed shipment
- (f) If the Customer disputes any part of an invoice, then the Customer shall advise the Contractor of any dispute on the invoiced amount within ten (10) calendar days upon receipt of the invoice.
- (g) Customer shall not use the invoices provided by the Contractor under this agreement for any CML claims with the OEM.

(h) Bank details of the Customer (for reference):
 SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) - ST.PETERSBURG, RUSSIA
 SWIFT: SABRRU2P
 Acc. № 40702840455000000096
 Correspondent Bank: The Bank of New York Mellon, New York, NY
 SWIFT: IRVTUS3N

9. WARRANTY BY CONTRACTOR

(a) The Contractor warrants its Services to be free from defective workmanship. This warranty is restricted to the actual overhaul and repair work performed by the Contractor and relates only to that specific work performed by the Contractor. This warranty does not extend to any claim, failure or damage attributable to:

- (i) inherent defect, rust, corrosion or the entry of foreign materials, lightning strikes;

- (ii) failure to operate and/or maintain, preserve, or care for the unit in accordance with the manufacturer's specifications or aviation authorities requirements;
- (iii) any unit upon which no work was performed by the Contractor;
- (iv) any repair or alteration by parties other than the Contractor.

(b) The obligation and responsibility of the Contractor under this warranty is expressly limited to assuming the cost of the labor and material required to replace or repair at the Contractor's facility the damage sustained by the Engine or unit thereof and caused by the defective workmanship of the Contractor, provided that the Customer has advised the Contractor in writing of any claim of faulty workmanship within fifteen (15) calendar days from the date of discovery of the claimed faulty workmanship, and provided further that the Engine or unit thereof shall have been returned to the Contractor within thirty (30) calendar days after the discovery of the claimed faulty workmanship, and provided further that the defect shall have been discovered within _____ months after engine ready for re-delivery.

(c) The Contractor shall assign to the Customer any and all assignable warranties received by the Contractor from its suppliers and manufacturers for all parts it supplied hereunder. If Contractor uses a part that does not have assignable warranty, then such part shall be subject to the warranty in Clause 9(a) and (b) above.

(d) Notwithstanding anything else contained in this Agreement, the Contractor's obligation and responsibility under this warranty is expressly limited to an amount not exceeding the cost of repair or replacement at the fair market value of a similar unit (as defined based on the assumption that there were no discrepancies or deficiencies in the work performed on the unit and the same remaining time on life limited parts) at the time the unit was redelivered by the Contractor prior to the warranty claim, whichever lesser.

(e) If the Customer makes a claim of defective workmanship in accordance with this warranty, and the unit is delivered to the Contractor for determination of the validity of the warranty claim, the Contractor will promptly make such teardown or disassembly of the unit as required to investigate the claimed defective work (said teardown to be made in the presence of the representative of the Customer, if so desired) after which a written teardown report will be submitted to the Customer.

(f) In the event the Contractor and Customer mutually agree that the teardown report shows no defective work by the Contractor on the unit, the Customer making the claim of purported faulty workmanship will be required to pay all costs of the teardown and the preparation of the teardown report, said costs to be based on the man-hours expended in the disassembly, clean-up and inspection, multiplied by the Contractor's or its subcontractor's prevailing hourly rate.

(g) The Customer making a claim against the Contractor for defective workmanship under this warranty will be required to ship the unit involved to the Contractor's premises, freight prepaid, and the unit shall be shipped freight collect to the Customer at the completion of any work accomplished under this warranty. In the event that the Contractor is found liable for the defective workmanship, freight charges incurred by Customer for shipment of engine under this warranty shall be borne by the Contractor.

(h) The term "unit" used herein refers to an individual accessory or to a complete assembly or subassembly of the Engine. If the Contractor shall be obligated to rework or repair any such unit in whole or in part under the terms of this warranty, such obligation shall not extend to or in any affect the warranty applicable to any related unit.

(i) The express warranties herein are in lieu of, and the Contractor hereby disclaims, all other warranties, whether implied or statutory, including without limitation any conditions/warranties of merchantability, fitness for purpose or satisfactory quality.

(j) At the commencement of the Agreement, the Customer shall assign to the Contractor any maintenance warranty for Engines or Engine LRUs previously repaired by the OEM , or its approved

subcontractors, and Contractor shall perform and assist the Customer to pursue any maintenance warranty that may exist in respect of such Engines and Engine LRUs

10. WARRANTY BY CUSTOMER

(a) The Customer has all necessary power and authority to enter into and perform its obligations under this Agreement and to deliver any Engines for the Services to be performed by the Contractor; that the Customer has obtained all necessary consents, approvals and authorization for the Services to be done by the Contractor, in accordance with the terms and conditions set out herein, from lenders, lien holders, owners, lessors or any other third parties; and that the execution, delivery and performance of this Agreement by the Customer does not violate any agreement, restriction, limitation, covenant or contract term, laws, rules or regulations applicable to the Customer or the Engines. The Customer shall indemnify and hold the Contractor, its employees, agents and sub-contractors harmless from and against any and all claims, demands, proceedings, damages, costs, expenses whatsoever which may at any time be made by any person arising out of or in any way connected or related to the Customer's breach of this warranty.

11. FORCE MAJEURE

(a) The Parties shall not be liable for any failure or delay to comply with its obligations under this Agreement where such failure or delay is caused by industry or region wide difficulties in procuring/producing materials (if ordered in timely manner), significant global or regional hindrance in transportation, natural hazard and/or disaster or force majeure or by any riot, civil commotion, lockout, acts or omissions of any Government, trade restriction and embargo or by any fire, flood, earthquake, typhoon, war, acts of foreign enemies or perils of the sea or other perils, acts of war, terrorist acts, infectious diseases or quarantine restrictions or any other circumstances, at any case unless caused by culpable act or omission of respective Party beyond the control of the Parties.

(b) In any of the events mentioned in this Clause 11, the Party affected by a force majeure event shall for the duration of such event be relieved of any obligation under this Agreement as is affected by such event. The time for performance will be extended by a period of business days equal to the time lost by reason of such delay, provided that Party affected by a force majeure event shall promptly notify of any Excusable Delay affecting Party affected by a force majeure event performance.

(c) If any of the events mentioned in this Clause 11 continue for a period exceeding ninety (90) consecutive calendar days, Parties may, at any time thereafter, elect to terminate this Agreement. All rights and liabilities arising from such termination shall if unresolved, be referred to arbitration.

12. DELAYS BY THE PARTIES

(a) If, after receipt of the Customer's Engine at the Contractor's designated Facility or elsewhere, the Engine is held beyond fifteen (15) calendar days pending:

- (i) receipt of any Customer's instructions; or
- (ii) the Customer's approval of cost estimate, including Preliminary Cost; or
- (iii) receipt by the Contractor of the Customer supplied parts or accessories (if applicable); or
- (iv) receipt by the Contractor of all necessary logbooks, documentation, whether technical or otherwise.

then the Contractor reserves the right to remove the Engine from its work-in-progress line. Any delays due to the Customer shall be deemed as excusable delays to be netted off from the Turnaround Time as stated in Clause 5 and all costs incurred, including storage cost, as a result of this Clause 12 shall be borne by the Customer.

(b) If the Engine is returned by the Contractor to the Customer after the agreed Turnaround Time as specified in Clause 5, to the extent such delay is due to the Contractor's negligence and the Contractor shall pay to the Customer a penalty for late redelivery in the form of credit to be offset against the invoice value for the Services provided to the Engine at _____US\$ per day, limited to 5% of the invoice value of the Engine.

13. COMPLIANCE WITH LAWS

(a) The Customer undertakes that it shall be responsible for compliance with all applicable import and export customs regulations and formalities, including payment of fees, sales, use or consumption taxes, levies, duties and taxes incurred and/or payable by the Customer.

(b) The Contractor undertakes that it shall be responsible for compliance with all applicable import and export customs regulations and formalities, including payment of fees, sales, use or consumption taxes, levies, duties and taxes incurred and/or payable according to and/or under the laws of _____ (or such other state where Services hereunder are provided).

14. TAXES

(a) The pricing for the Services to be rendered shall be exclusive of any sale tax, withholding tax or similar tariff, import duty, fees or assessments (including the amount of interest and penalties in connection therewith) or governmental charge imposed by the government or any duly authorized organization, except taxes imposed by the government and/or authorities of _____ (or such other state where Services hereunder are provided), (collectively known as "Tax Liabilities"). In the event such Tax Liabilities are levied upon or chargeable with respect to the provision of the Services, the Customer shall be responsible for the payment of or reimbursement to the Contractor for the payment of such Tax Liabilities.

(b) The Customer hereby indemnifies the Contractor against such Tax Liabilities arising out or in connection with this Agreement.

15. DURATION AND TERMINATION

(a) This Agreement shall come into force on Effective Date of this Agreement and, subject as provided in this Clause 15, shall continue in force through _____.

(b) Notwithstanding the foregoing, either party shall be entitled forthwith to terminate this Agreement with due cause by providing a thirty (30) days written notice to the other party if:

(i) the other party commits any material breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) calendar days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. A non-payment by the Customer shall be considered a material breach;

(ii) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;

(iii) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(iv) the other party goes into liquidation except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that company under this Agreement;

(v) anything analogous to any of the foregoing under the laws of any jurisdiction occurs in relation to the other party; or

(vi) the other party ceases, or threatens to cease, to carry on business.

- (c) For the purposes of Clause 15(b)(i), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance provided that time of performance is not of the essence.
- (d) Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- (e) The rights to terminate this Agreement given by this Clause 15 shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.
- (f) Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.
- (g) In addition to Clause 15(f), the Contractor shall be entitled to be paid for all Services-in-progress and sub-contractors' commitments as at and including the date of termination of this Agreement.
- (h) Any termination under this Clause 15 shall discharge the parties from any liability for further performance of the Agreement except for work-in-progress at the date of effective termination of this Agreement which, at the choice of the Contractor, may be completed by the Contractor and paid for by the Customer.

16. REMEDIES

- (a) In the event of termination of this Agreement under Clause 15, the party that has given valid notice to terminate this Agreement may, in its sole and absolute discretion exercise any right, power, privilege or remedy provided by applicable law of this Agreement.
- (b) No remedy referred to in this Clause 16 herein or in any other clauses of this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other legal remedy referred to above or otherwise available to either party.

17. LIABILITY AND INDEMNITY

- (a) The Customer agrees to indemnify the Contractor and its employees against third party claims for injury, death or property damage arising out of or in connection with the Services to be provided by the Contractor under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Customer or its employees.
- (b) The Contractor agrees to indemnify the Customer against third party claims for injury, death or property damage arising out of or in connection with the Services to be provided by the Contractor under this Agreement, to the extent caused by the gross negligence or willful misconduct of the Contractor or its employees.
- (c) Subject to Clause 17(e) below, the Contractor shall be responsible for the repair cost or the cost of the replacement item, with respect to the engine unit provided to the Contractor for servicing, to the extent the unit suffers property damage that was caused by the negligence or wilful misconduct of the Contractor.
- (d) Notwithstanding any other 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 or subcontractors, in no event whatsoever shall the Parties be liable under this Agreement for any (a) loss of use, 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.

- (e) Notwithstanding any other provision in this Agreement, and regardless of whether the claim is in contract, tort or other form of action, including without limitation negligence of Contractor or its employees or subcontractors, in no event shall the Contractor's total and cumulative liability under this Agreement exceed:
- (i) the aggregate of all sums received by the Contractor from the Customer for the Services provided to the affected Engine; or
- (ii) United States dollars _____

whichever of (i) or (ii) is the lower.

18. CHOICE OF LAW AND ARBITRATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of England.
- (b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled through friendly consultations between the parties. In case a dispute cannot be settled amicably within 14 days after written notice by a party requesting amicable settlement, the dispute shall referred to and finally resolved by arbitration in London, England in accordance with the Arbitration Rules of the International Chamber of Commerce. The language of the arbitration shall be English.

19. NOTICES

- (a) Any notice to be served on either of the parties by the other shall be in English and in writing and shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee within seven (7) days of posting.
- (b) Any notice or other communication shall be deemed properly sent if it is sent by hand, express courier or under registered mail cover to:

i) if to Contractor;

Attention : _____

ii)if to Customer;

Rossiya Airlines JSC
 18/4 Pilotov Street
 St Peterburg, St Peterburg City
 196210, Russia Federation

Attention: Technical Director

- (c) 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.

20. HEADINGS

- (a) Headings contained in this Agreement are for reference purposes only and not to be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses to which they relate.

21. VARIATION OF AGREEMENT

- (a) No variation of the terms of this Agreement shall apply unless such variation shall have first been expressly accepted in writing by the Contractor and the Customer respectively (without prejudice to the set forth in 19(c)).
- (b) In the event of conflict between Purchase/Repair Order and this Agreement, the terms and conditions of this Agreement shall prevail.

(c) This Agreement may not be assigned, in whole or in part, by either Party without the previous written consent of the other party.

22. SEVERABILITY

(a) If any provision of this Agreement is declared invalid by any tribunal or competent authority, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted upon this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

23. LANGUAGE OF THE AGREEMENT

(a) The text of this Agreement herein written in the English Language is the authentic text and any difficulties and uncertainties in interpretation arising shall be solved by reference to this text and it shall prevail over any translation made hereof.

(b) In case of any dispute arising out of the text of the Contract, the terms and condition contained in the stamped by Buyer's legal department's stamp and securely binded Contract counterpart shall prevail.

24. NO WAIVER OF RIGHTS

(a) The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or a waiver of the right of such party thereafter to enforce any such provisions. No waiver by a party of any right hereunder shall be deemed as a waiver of any other right.

25. ENTIRETY OF AGREEMENT

(a) This Agreement including its appendixes constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all previous, present or future negotiation, representations and agreements whether written or oral.

26. SCRAPPED PARTS AND DISPOSAL

(a) Scrapped parts shall mean those parts determined by the Contractor to be unserviceable and/or beyond economic repair for reliability, performance or economic reasons ("Scrapped Parts").

(b) All Scrapped Parts shall become the property of the Contractor.

(c) For Scrapped Parts with prevailing catalogue price greater than US\$5,000 per part, Customer may at own cost and risks, review these parts by informing the Contractor its intention to do so within 12 months from Engine completion.

27. SUBCONTRACTING

(a) Contractor may subcontract any services provided hereunder only to such third parties, which have a valid applicable approval for applicable aviation authority, and only after the Customer's written consent. Such consent will not be unreasonably withheld. At any case Contractor remains responsible for the quality of any services performed by such subcontractor hereunder, as if these have been provided by Contractor itself.

28. ANTI-CORRUPTION CLAUSE

(a) While performing its obligations under the Agreement, 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 Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement 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.

(b) If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 28(a), 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 28(a) by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement 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 ___ (_____) calendar days from the date of receipt of the written notification.

(c) In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 28(a), the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of ___(_____) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, 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 ___ (_____) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signatures of the Parties:

APPENDIX A.

NTE Price for Shop Visit on a CF6-80C2B1F Engine ESN 704706 is: _____ USD

Shop Visit Workscope:

Modular WS:

Accessories & QEC WS:

NTE Price inclusions:

- 1. _____
- 2. _____
- 3. _____
- ...
- N. _____

NTE Price exclusions:

- 1. _____
- 2. _____
- 3. _____
- ...
- N. _____

Time & Material rates and fees for a CF6-80C2B1F Engine ESN 704706:

Man-Hour Rate : _____

Material Handling Charge _____

with a cap of : _____

...

Subcontract Handling Charge _____

with a cap of : _____

Signatures of the Parties:

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 _____