

Approved:
Chairman of the Competition Commission
A.V. Mazurets

Approval date

21	01	2022
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Procurement Documentation

Public request for price selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	21	01	2022	
Date and time for the request receiving completion	07	02	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 10.02. 2022			
	Date for summarizing of results 10.02. 2022			
Commencement date for providing clarifications on procurement documentation	21	01	2022	
Completion date for providing clarifications on procurement documents	01	02	2022	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Provision of services for the repair of auxiliary power units (APUs) GTCP331-500B (P/N 3800550-1)			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Provision of services for the repair of auxiliary power units (APUs) GTCP331-500B (P/N 3800550-1)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
12 714 762,24	USD	To be determined	Conditional unit	33.16	33.16.10.000

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	In the territory of a foreign state
Term and Payment Procedure for Goods (Work. Service)	Contractor's invoice for the APU Shop Repair shall be issued upon APU release, agreed by the Customer, and be payable within 30 calendar days from a date of invoice receipt by the Customer, or later, if mutually agreed by the parties.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable The procurement participant has the right to propose a counter draft of the contract, subject to all the mandatory conditions directly specified in the procurement documentation. All provisions of Terms of Reference are also mandatory.

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	NTE Price (USD dollars)
Points Calculation Procedure for Criterion 1	The bid that meets all the requirements set forth in the invitation to tender and contains the lowest price offer shall be assigned the first number.
<p>NTE Price proposed of the provider and the customer's costs for shipping in both directions calculated by the following method will be used for the comparative evaluation of bidders' requests:</p> <p>$N = P + D$ where: N - the price of the contract P – NTE Price D - the cost of transportation</p>	

1. General Terms of the Procurement Procedure

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

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of

the competitive selection/price selection does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

2. Procedure for Submission of Requests

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the competitive selection/price selection (lot).

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

- 3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

4. Payment Method for Goods, Work, and Service

- 4.1. The payment method is cashless transfer.

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

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

5.2.

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

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

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

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.3. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

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

9.5. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.6. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

10. Procedure for Assessment and Comparison for Requests to Participate in Procurement and summarizing of results

10.1. Requests for participation in procurement shall subject to two-stage check:

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

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

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

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

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

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

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

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

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

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

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

d) a failure to provide clarifications on the request for participation in the competitive selection upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

- f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
- g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
- h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the competitive selection/price selection the Competition Commission is necessary to extend the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the competitive selection that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the competitive selection which has gained the highest final point. The final

point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the competitive selection include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the competitive selection which has been received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed (adopted) not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than three calendar days from the date of receipt of the agreement from the customer.

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

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

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

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebid.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

11. Consequences of Recognizing the competitive selection/price selection Failed

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection or apply another method of procurement.

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure.

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

Appendix 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection
Quote:
NTE Price _____ USD dollars
Place of work _____
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

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

<p>4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>	
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>	
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>	
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>	
<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>	
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>	
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>	
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>	
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>	
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	
(DD) (MM) (YYYY)	

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

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details	
Country _____ of _____	registration _____
Registered address _____	Street address _____
Phone _____	Fax _____
E-mail _____	
2. Banking details	
INN / KPP of entity _____	OGRN (Primary State Registration Number) _____
Transaction Account No. _____	Bank Name _____
Correspondent account _____	BIC _____
3. Registration data	
Date, place and registration authority _____	Founders _____
Primary Business _____	Included in the small and medium businesses ³ _____
OKPO _____	OKVED _____

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

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

4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
Contact person _____	

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

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

Principal

(title of the Principal)

(signature)

(state initials, last name)

SEAL

Date of Issuance

(DD)

(MM)

(YYYY)

Terms of Reference

№	Subject-matter of the procurement	Provision of repair services for APUs GTCP331-500B (P/N 3800550-1)		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Provision of repair services for APUs GTCP331-500B P/N 3800550-1 (according to Appendix 1 to this Terms of reference)	Conditional unit	To be determined	No
3	Delivery place of goods, performance of works and provision of services (address)	<p>In the territory of a foreign state</p> <p>Delivery Terms shall be Incoterms 2010 FCA Contractor's facility for import to the Russian Federation and Incoterms 2010 DAP, Contractor's facility for export from the Russian Federation.</p> <p>APU transportation to and from the Contractor's shop location shall be coordinated with Customer's Logistics Department in advance of the APU dispatch.</p> <p>If the spare parts and materials supplied by the Customer were not in demand or removed after performing APU repair, the Contractor is obliged to return these spare parts and materials to the Customer after completion of the repair within 90 days in accordance with Incoterms 2010 EXW, Contractor's facility.</p>		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	<p>4.1 Customer plans to deliver each APU to the Contractor for repair in accordance with the plan provided in Attachment 1 (the dates are approximate and could be changed on written consent of the parties by email).</p> <p>4.2 The APU repair shall start within 5 calendar days after the corresponding APU arrives at the Contractor's facility and shall last no more than 45</p>		

		<p>calendar Days or less in case of the Repair (Repair Considered continue-time. Any visit NOT an overhaul. Exposed parts checked to the CONTINUE-TIME CHECK section, repaired as necessary to continue-time check limits or REPAIR section limits where applicable, and tested to Light/Medium Repair (continue-time)) criteria, and 65 calendar days for the Overhaul (the Overhaul means the following WS performed: Compressor and turbine section fully disassembled, Compressor impellers/rotors, turbine rotors/disks and tie shaft inspected per IRM</p> <p>Zero-time Check, Gearbox repaired as necessary, LRUs (components) repaired as necessary, APU tested to highest performance standard). For the purpose of this Terms of reference any Repair, Overhaul are considered a Shop Visit.</p> <p>4.3 The APU must be prepared for redelivery to the Customer within 2 calendar days after completion of all repair services and APU certification.</p> <p>4.4. The specified terms and dates could be changed on written consent between the Customer and the Contractor, via email.</p>
5	Requirements for acceptance of goods, work, service	<p>5.1. APU certification upon Shop Visit completion shall be in accordance with EASA and FAA rules.</p> <p>5.2. Within 30 calendar days upon APU release, a full and complete set of the Shop Visit paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all APU components. Electronic format documentation on CD/DVD or other media will be acceptable.</p> <p>A hard copy Shop Visit Minipack should be provided to the Customer within 7 calendar days after APU release date.</p>
6	Requirements for safety, quality, technical performance, functionality (consumer	<p>6.1. The Shop Visit should be performed in accordance with actual applicable revision of GTCP331-500B Manual.</p>

	<p>properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>6.2. The Shop Visit should be performed by maintenance repair organization having FAA and EASA Part 145 certificate for the accomplishment of all levels of Maintenance Service ordered in the Workscope provided in these terms of reference.</p> <p>6.3. The Units/components supplied by the Contractor must be accompanied with the documents in accordance with EASA/FAA requirements.</p> <p>6.4. The materials, parts, components, assemblies and components supplied by the Contractor must be accompanied by EASA Form 1 and FAA8130-3 (dual release) certificates. As well as NIS, No PMA/DER Statement and BTB documents, where necessary. The Customer has the right to refuse to install the proposed materials if they do not meet the requirements of the aircraft lease agreement.</p> <p>6.5. Any PMA parts or Non-OEM repaired parts are not acceptable to use during the Maintenance Service of the APU.</p> <p>Since the APU is intended for use on Customer's foreign-registered commercial aircraft, the APU, their 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.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>Requirements for the price formation of engine Shop Visit are described in para. 9.3 "Major Requirements to Commercial Proposal of Shop Visit services for 11 APU GTCP331-500B P/N 3800550-1 with S/N's in accordance with Appendix 2 hereunder.</p>
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality</p>	<p>The Contractor should guarantee as minimum 2500 APU Hours or 18 months of APU operation (whichever comes first) free of any defects arising</p>

	<p>of goods, work, and service</p>	<p>out of the Shop Visit workmanship.</p> <p>With respect to the parts repaired/overhauled by the Contractor, its vendors and subcontractors according to Workslope, when installed on/in the serviced APU, such parts shall have warranty coverage for at least 2500 APU operating hours or 18 months after respective APU release date, whichever comes first.</p> <p>With respect to the new or used parts supplied or incorporated in the serviced APU, Contractor's warranty shall, except for the workmanship involved in the incorporation of such new or used parts, be limited to the assignment of any warranty obtained from OEM or Contractor's suppliers.</p>
<p>9</p>	<p>Other necessary information or additional requirements</p>	<p>9.1. A bidder shall be an EASA and FAA – certified maintenance repair organization for GTCP331-500B APU, capable of maintenance works, as specified in the Workslope, as evidenced by a copy of the relevant Bidder's EASA and FAA certificates with approval schedule, otherwise a bidder will not be allowed to comparison stage of this purchasing procedure. These documents should be provided by a bidder as part of the application.</p> <p>9.2. A bidder shall have its own tools, equipment, test cell facility necessary for service, maintenance and repair performance, as evidenced by a copy of the relevant Bidder's EASA and FAA certificates with approval schedule. The Contractor undertakes to perform APU repair services at its own place. It is allowed to engage subcontractors to repair parts, assemblies, components and assemblies removed from the engine, within the framework of the Contractor's quality system. Full transfer of the entire order to the subcontractor is not allowed.</p>
<p>9.3. Terms, Conditions and Procedure of Payment</p> <p>9.3.1. Payment shall be via bank wire transfer.</p>		

9.3.2. Invoicing and payment terms:

- Contractor's invoice for the APU Shop Visit shall be issued upon APU release, agreed by the Customer, and be payable within 30 calendar days from a date of invoice receipt by the Customer, or later, if mutually agreed by the parties.
- Contractor's invoice shall be submitted to the Customer in softcopies at the following address: amd9@rossiya-airlines.com.

9.4. APU Shop Visit timeframe

9.4.1. Shop Visit of each APU shall start upon Customer's request, not later than 5 calendar days after delivery of the APU in the shop, provided (1) such request for the Shop Visit is given to the Contractor at least 14 calendar days for scheduled maintenance, and 14 calendar days in case of unscheduled maintenance, and (2) the Customer has rendered to the Contractor a PO, APU log book, NIS and data on removal reason (by email).

9.4.2. APU Shop Visit Turnaround time (TAT) measured between APU induction and release dates shall be 45 calendar days Repair and 65 calendar days for Overhaul or less, the shorter TAT will be an advantage.

9.4.3. The Contractor shall credit to the Customer not less than 1000 USD per each calendar day of the TAT exceedance, except for excusable delay cases, without limitation of the total credit sum, and regardless was such exceedance caused by a direct Contractor's fault, or by a fault of any of the third parties engaged by the Contractor. As an alternative means of compensation, Contractor may, on a FOC-basis, provide Customer with a spare APU, or extend term of already provided APU loan, for the duration of such TAT extension.

9.5. Major Requirements to Commercial Proposal of Shop Visit services for 11 APU GTCP331-500B P/N 3800550-1

9.5.1. Shop Visit pricing shall be structured upon the **NTEP** of the APU Shop Visit in accordance with the requested Workscope (ref Appendix 1 hereto).

For the avoidance of doubt 'NTEP' shall mean that in any case, the Customer shall pay the lesser of: (1) actual cost of the works performed and material supplied by the Contractor, as calculated on Time & Material basis, and (2) the agreed NTEP.

9.5.2. The NTEP shall cover labor and material as defined in items 9.5.3. – 9.5.4 hereunder, and shall not exceed 754700 **USD per one Shop Visit**, otherwise a bidder will not be allowed to comparison stage of this purchasing procedure.

NTEP is to be valid for 2022.

For the purpose of these Terms of Reference total number of Shop Visits is not fixed by the Customer. It is estimated that number of Overhauls for the declared Initial (maximum) price of the agreement (lot) excluding VAT (the "IMPA") will not exceed 12 (twelve) cases, as for the Repairs the number will depend on the actual price of the Shop Visit, which in no case shall exceed the price limit stipulated per one Shop Visit. Actual number of Shop visits is limited with the value of IMPA Any shop visit is requested by the Customer depending on actual condition of the APU, probability of unscheduled events and final decision of the APU owner/Aircraft Lessor.

9.5.3.Labor and Services covered by NTEP:

- Engineering support services such as Workscope customization, SB's evaluation and implementation recommendation, etc.
- APU receiving, incoming inspection, borescope inspection and inventory check.
- APU components removal and reinstallation.
- APU disassembly and APU modules disassembly, where required per Workscope.
- Cleaning, Non-Destructive Testing and inspection of APU parts, including inspection, functional test and repair.
- In-house repair of APU parts, where the Contractor has in-house capabilities.
- Outsourced repair of APU parts including any handling charges.
- Labor for APU parts replacement, including labor for replacement of LLPs based on condition or life-limit expiration.
- Labor for APU component Workscope;
- Repair of LLPs as necessary (including blade replacement).
- Incorporation of applicable Airworthiness Directives (ADs), if necessary.
- Incorporation of SBs as per Workscope, additional SBs, if necessary due to part replacement and applicable Honeywell reliability enhancing service bulletins.
- Modules reassembly and APU final assembly.
- APU performance test run and APU components operational check during APU performance test run.
- APU final-out inspection, certification and preparation of Shop Visit paperwork.
- APU long-term preservation (up to 6 months) and preparation for shipment.
- Repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).

- Minor FOD (incidental).

9.5.4 Material covered by NTEP:

- Material for scrap replacement of APU parts including high cost items.
- All LLP replacement due to condition and requested per Workscope. Not limited to used material or upon availability only.
- All consumables and expendables required as per Workscope.
- Material for SBs incorporation required as per Workscope.
- Material for SBs incorporation required for incorporation if necessary due to part replacement and applicable Honeywell reliability enhancing service bulletins.
- Oil & fuel for APU performance test.
- Material for preservation (up to 6 months).
- All applicable taxes, fees and handling charges associated with procurement and supply of material.
- Material for APU components as per component Workscope list.
- All scrap charges if applicable.
- Material for repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).
- Material for minor FOD (incidental).

9.5.5. The following shall be excluded from the NTEP coverage:

- Any additional work not covered by the Workscope.
- Missing parts at APU arrival to the Contractor.
- Abuse/misuse/improper operation.
- APU component scrap replacement if not specified in the component Workscope list.

9.5.6. All materials and works not covered by NTEP shall be charged to the Customer based on rates not exceeding:

Shop-floor mechanic Man Hour Rate	49 USD*
Handling Charge for the non-LLP material supplied by the Contractor	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item

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

(*) Fixed Labor Prices for particular works may be used in lieu of a specific MH Rate, provided that such Prices are duly agreed by the Parties.

CLP means prices catalog 2022-Spares-ATR-Operator-Catalog published by APU Manufacturer (Honeywell International Inc.).

Annual escalation of the prices, including the NTEP, shall not exceed 3 %.

9.5.7. Material support requirements.

Contractor shall make an advanced notification (via e-mail) prior to installation of replacement part previously not installed in the APU (other part number or serial number, or not original part for this APU) and receive approval for installation of this part, all used non-LLP parts to be installed in/on Rossiya's APU shall:

- be of equivalent or higher modification;
- be of recent applicable revision of GTCP 331-500B APU model;
- have an utilization (time on wing or cycles on wing) not more than removed/replaced for serialized parts;
- have full traceability documentation, if requested for serialized non-LLP parts. For the avoidance of doubt, full traceability for APU non-LLP parts means the respective certificate and the Non-Incident-Statement of the last operator;
- have EASA Form 1 or FAA 8130-3 certificates with EASA Dual release.

If Contractor must provide a replacement part due to Inclusions in the NTEP then replacement part offered must meet this requirement. Contractor has no rights to skip it or make a decision at its own.

The Customer shall have a right to refuse any material proposed by the Contractor and instead procure it by its own from the market.

9.5.8. Specific LLP material requirements.

If any of LLPs originally installed in the APU fails inspection in course of APU Shop Visit, and becomes due for replacement, the minimum remaining life of a replacement LLP should be not less than that of an LLP it replaces. Refer the table hereunder for the LLPs' list that planned to be replaced during the Shop Visits.

LLP to be replaced at planned SV			
Proposed APU	Description	Part Number	Min Cycles

S/N			Remaining
P-1528	1st st. Turbine Disc	3842151-4	9500

Each LLP to be replaced by a new one. It is possible to install used LLP provided that BTB meets the requirements below and BTB are accepted by Lessor/AC owner. In case lessor/AC owner reject the part provider have to install a new one.

Each of replacement LLPs shall have a complete set of full and clear BTB trace documentation, which will be subject of Customer's review and written acceptance each time prior LLP installation in the APU, and meet the following requirements:

- a) LLP offered meet the conditions of aviation authorities;
- b) there are all previous operator records (including supporting data) should also be maintained as part of the BTB trace history;
- c) the approved life limit for the LLP offered is verified in due manner;
- d) there is a proof of origin for LLP offered, also known as birth certificate (EASA Form 1, or FAA Form 8130-3 or APU manufacturing documents);
- e) the part number and serial number, total hours and cycles since new, and the times and cycles since last Overhaul or refurbishment on the installation and removal disk sheets from all operators and shop visits are true, accurate, and verifiable by supporting data;
- f) Mixed model management of LLPs shall be accounted for by "On and Off" disk sheets from all operators confirming operating thrusts for parts used in multiple APU models (if applicable);
- g) All shop visits and repair records documenting part number changes or modifications to the LLPs must be reviewed and substantiated, as well as the last return to service methods that may include AD mandated critical rotating part inspections;
- h) all transfer of ownerships "commercial trace" for the LLPs shall consist of, but not limited to, the Bill of Sale, tie-in letter(s), and/or material certification(s);
- i) all appropriate letters or statements from Operators with contracted maintenance and record-keeping services under CAMO (Continuing Airworthiness Management Organization) under EASA Annex 1, Part M or FAA Delegated Authority are obtained;
- j) Includes non-incident / non-accident statements (NIS) from the last operator and EVERY operator of the APU(s) and individual LLPs;
- k) Includes Non-PMA / Non-DER statement from the last operator and EVERY operator of the APU(s) or individual LLPs;
- l) the latest certificate of serviceability (EASA Form 1 and FAA 8130-3 or dual

releases) includes certification of all repairs done per active revision of GTCP331-500B Manual;

9.6. Beyond economical repair (BER)

9.6.1. The Contract for provision of services for the APU Shop Visit shall give the Customer a right to discontinue repair process if the estimated total cost of the particular APU Shop Visit as evaluated and reported by the Contractor upon APU table inspection exceeds 1 000 000 (one million dollars) USD or/and results in exceeding of the IMPA limit, provided however that:

- 1) the parties may proceed then with entire APU exchange, in lieu of repair, or
- 2) the Contractor may suggest performance of the APU Shop Visit at total price not to exceed 1 000 000 (one million dollars) USD including any all costs as may be applicable according to clauses 9.5.2, 9.5.5 and 9.7.1 herein.
- 3) the parties may agree on extension of the corresponding agreement in accordance with the terms of the Russian Federal Law 223-FZ.

9.6.2. For the purpose of the Terms of Reference BER means Beyond economical repair of the APU for which the repair cost estimate using the pricing conditions then in force is greater than 75% (seventy five percent) of the APU's then current OEM catalogue value, or market value whenever an OEM catalogue value is not available.

9.7. Spare APU, and APU Transportation Stand Support

9.7.1. Within the NTEP the Contractor shall propose a spare APU GTCP331-500B support without addition charge to Customer in order to cover APU Shop Visit TAT plus 30 calendar day for APU transportation from/to Contractor's site and any TAT exceedance related to Contractor's reasons.

9.7.2. Spare APU from the Contractor shall be in a serviceable condition acceptable for its operation by the Customer during the period indicated in 9.7.1 herein, the spare APU shall have the effective EASA/FAA Release Certificate and be clear of any defects and on-watch items. The APU shall comply with industry standards in terms of documentation and condition at the moment of delivery.

9.7.3. In-shop recertification of the spare APU upon removal and redelivery from Customer is considered included into the NTEP price. Customer shall redeliver the APU in the same condition as on the delivery date subject to normal wear and tear. In no circumstance Customer shall be liable for any omissions, mistakes in the maintenance, documents applicable to such spare APU, if those refer to any period except as mentioned in 9.7.1 herein.

9.7.4. For the purpose of APU transporting, the Customer will use the transportation equipment at his disposal (stand, box, etc.), if available. For the purposes of APU transportation from Moscow, Russia, to the Contractors' shop and back, upon Customer's request, the Contractor shall provide the Customer with an appropriate APU

transportation stand, the stand is provided without additional charge to the Customer (the service is considered as included into the NTEP) for the period not exceeding 30 calendar days for either direction of the APU transportation.

9.8. Additional requirements for the APU Shop Visit

9.8.1. APU storage at the Contractor’s stores after Shop Visit shall be free of charge for up to 30 calendar days after the APU release date.

9.9. Acceptability of Contractor’s contractual documentation

9.9.1. Each 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.

9.10. Applicability of the Russian Federation State standards

9.10.1. Since the APU is intended for use on Customer’s foreign-registered commercial aircraft, the APU, 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.

9.11. Scrap material

9.11.1. Scrap material removed from Customer’s APU shall be identified by Contractor, shall be reported to Customer in writing (by email) and scrapped locally, all scrap fees should be covered by NTEP, if applicable.

9.12. The APU technical records expected to be sent for the Shop Visit are available at the links mentioned in the Table 1

Table 1

S/N	Link	Password	Note
P-1601	https://files.rossiya-airlines.com/index.php/s/01ohlWH7OEiMbnH	1601	Unserviceable
P-1172	https://files.rossiya-airlines.com/index.php/s/4Xbm1C5s7wRj0yt	1172	
P-1528	https://files.rossiya-airlines.com/index.php/s/GtouR6J6mrafVmW	1528	
P-1630	https://files.rossiya-airlines.com/index.php/s/1plqvXxEo3SUFUb	1630	
P-1596	https://files.rossiya-airlines.com/index.php/s/j6hT4LTZOZTBbRO	1596	Unserviceable
P-1431	https://files.rossiya-airlines.com/index.php/s/Xf1nlnUvFSZ8bQm	1431	Fresh From Shop
P-1301	https://files.rossiya-airlines.com/index.php/s/aJngeReAEWFIMq0	1301	
P-1187	https://files.rossiya-airlines.com/index.php/s/drv73zSMnrIOpW	1187	Unserviceable
P-1229	https://files.rossiya-airlines.com/index.php/s/jilg45OKOogf3hN	1229	Fresh From Shop
P-1183	https://files.rossiya-airlines.com/index.php/s/IYpPxjhyEowr0Eo	1183	

P-1046	https://files.rossiya-airlines.com/index.php/s/pzHzOKyL2nSwSMN	1046	
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Appendix 1. Data & Shop Visit Workslope for the APU expected to be sent for the Shop Visit*

APU SN	TSN	CSN	TSLSV	CSLSV	LLP limiter	Return to Lessor Date	Last shop visit by Whom and When	Assumed SV dates*
P-1601	31135	20059	6532	3456	2nd st. Turbine Disc	09.04.2026	10.11.2017, Honeywell DE	2026
P-1172	34072	21155	3583	1780	3rd st. Turbine Rotor	11.03.2026	28.09.2019, Honeywell US	2025
P-1528	33654	19940	7377	3668	1st st. Turbine Disc	12.06.2026	19.01.2018, Honeywell DE	2023
P-1630	31412	19642	7587	3923	1st Compressor Impeller	29.09.2025	11.01.2018, Honeywell DE	2023
P-1596	31134	20014	8814	5284	2nd Compressor Impeller	03.10.2025	08.02.2017, Honeywell DE	2022
P-1431	33399	19713	0	0	1-3 st. Turbine Discs	06.06.2023	18.11.2021, Honeywell DE	2026
P-1301	45377	26234	9560	4852	3rd st. Turbine Rotor	20.09.2023	02.06.2016, Honeywell DE	2022
P-1187	38172	22375	8544	4225	3rd st. Turbine Rotor	13.06.2023	14.06.2016, Honeywell US	2022
P-1229	42429	26049	0	0	1st st. Turbine Disc	29.08.2023	01.10.2021, Honeywell US	2023
P-1183	48749	27134	2775	1233	3rd st. Turbine Rotor	22.09.2023	20.12.2019, Honeywell DE	2023
P-1046	31433	25064	2465	1090	2nd Compressor Impeller	Rossiya's property	21.08.2020, Honeywell DE	2026

*Assumed Shop Visit dates are for reference only, and could be adjusted depending on actual condition of the APU.

APU Shop Visit Workslope includes:

Preliminary Shop Visit Workslope (the "WS") for each particular APU S/N will be

defined by Customer before induction to the Shop. Final WS will be defined after receiving inspection and will include will include Maximum up to:

1. Receiving, incoming inspection (perform full BSI if necessary), disassembly, cleaning, analytical, assembly, test, final inspection, shipping preparation and long term preservation
2. Power Section – Inspection. Light Repair, Medium Repair or Overhaul if necessary.
3. Gearbox Inspection. Repair, Medium Repair or Overhaul if necessary.
4. Load Compressor – Inspection. Repair, Medium Repair or Overhaul if necessary .
5. Accomplishment of following component maintenance:

Reference P/N	Description	Workscope
160488-2	Oil Cooler	Clean per CMM, Functional Test & Repair
160536-1	Oil Thermostat Bypass Valve	Functional Test & Repair
2704442-5	Starter Motor	Test & Repair as necessary
304643-2	Data Memory Module	Reuse and test on APU
3202854-1	APU ATS Check Valve	Reuse and test on APU
3283076-5	APU ATS Start Control Valve	Test & Repair as necessary
3290814-5	Surge Control Valve	Functional Test & Repair
3503876-6	Electrical Starter Clutch	inspect & Repair as necessary
3505814-3	Air Turbine Starter	Functional Test & Repair
3505874-5	ATS Clutch Assembly	Inspect & Repair as necessary
3876195-9	Ignition Unit	Reuse and test on APU
3876211-3	Oil Level Sensor	Reuse and test on APU
3876212-1	Monopole Speed Sensor	Reuse and test on APU
3876215-1	Pressure Probe	Reuse and test on APU
3876217-1	Inlet Pressure Sensor	Reuse and test on APU
3876218-1	Total Pressure Sensor	Reuse and test on APU
3876219-2	Delta Pressure Sensor	Reuse and test on APU
3879008-1	Fuel Cluster Assembly	Clean per CMM, Functional Test & Repair as necessary
3883453-1	Fuel Nozzle	Remove, test per CMM
3883499-3	IGV Actuator	Reuse and test on APU
3884863-7	Pneumatic Cluster Assembly	Disassemble and teste on sub-assemblies level. Repaire as necessary
3888267-7	Igniter Plug	Inspect & Replace as necessary
3888275-9	Ignition Cluster Assembly	Disassemble and teste on sub-assemblies level. Repaire as necessary
3888283-2	Ignition Lead 2	Inspect and replace as necessary
3888283-4	Ignition Lead 1	Inspect and replace as necessary
4131000-6	Lube Cluster Assembly	Clean per CMM, Functional Test & Repair as necessary

4132029-3	Oil Filter Bypass Valve	Test as part of lube cluster assembly
4132033-3	Oil Pressure Switch	Test as part of lube cluster assembly
4132034-1	Oil Pressure Sensor	Test as part of lube cluster assembly
968214-6	Pressure Relief Valve Assembly	Reuse and test on APU
MS28034-3	Oil Temperature Sensor	Reuse and test on APU

6. Repairs related to severe failure modes; seized rotation, mechanical failure, bearing failure and blade shift.
7. Repair or overhaul of all LLPs as necessary based on incoming inspection, curvic grind and impeller blade repair.
8. Airfoils (NGV, blades) - inspection, overhaul and replacement if necessary.
9. Replacement of all LLPs as necessary based on condition or life-limit expiration.
10. Repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).
11. Minor FOD (incidental).
12. Incorporation of Service Bulletins due to part replacement necessity.
13. Incorporation at no cost of turbine/thrust bearings and turbine nozzle assemblies related SBs 49-8141, 49-8251, 49-8296, 49-8300 and reliability SBs, and those equipment modifications required by FAA airworthiness directives only in such instances where it has been conclusively determined that the cause of the directive has been solely attributed to Honeywell's Equipment resulting in Honeywell-issued alert service bulletins.

PMA/DER policy:

PMA&DER are not acceptable. Report findings.

Appendix 2. EQUIPMENT COVERED

Aircraft	REG	APU Type	APU SN
B777-300	EI-GES	331-500	P-1601
B777-300	EI-GET	331-500	P-1172
B777-300	EI-GEU	331-500	P-1528
B777-300	EI-GFA	331-500	P-1630

	B777-300	EI-GFB	331-500	P-1596	
	B777-300	EI-UNL	331-500	P-1431	
	B777-300	EI-UNM	331-500	P-1301	
	B777-300	EI-UNN	331-500	P-1187	
	B777-300	EI-UNP	331-500	P-1229	
	B777-300	EI-XLP	331-500	P-1183	
	Spare		331-500	P-1046	

**Draft Contract
Repair of GTCP331-500B (P/N 3800550-1)
Auxiliary Power Units (APUs)**

**Between
“Rossiya airlines” Joint Stock Company
and**

1. REPAIR AGREEMENT

This Agreement is made on the date of the signatures of both parties between:

- (1) _____ with headquarters at: TBD (hereinafter referred to as "**Provider**"),
- (2) "**Rossiya airlines**" Joint Stock Company with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the (hereinafter referred to as "**Customer**"),

Collectively referred to as the "**Parties**" or individually as the "**Party**".

1.1 PREAMBLE

Whereas, Customer is an organization in the business of aircraft operation such as, but not limited to the transport of air freight and passengers, and wishes to have GTCP331-500B related services performed by **Provider**; and

Whereas, **Provider** is an approved EASA and FAA repair station for the repair, maintenance, modification and functional testing of APUs; and

Whereas, Customer has selected **Provider** for the performance of the shop maintenance of a GTCP331-500B Auxiliary Power Unit; and

Whereas, Customer and **Provider** desire to set forth the terms and conditions under which **Provider** will provide repair works for the Customer's GTCP331-500B Auxiliary Power Unit.

Now, therefore, in consideration of the mutually agreed to conditions, covenants and promises set forth herein, the parties hereby agree to the following terms and conditions:

1.2 DEFINITIONS

The following definitions will apply to terms used in this Agreement:

Abuse	means any operation, line maintenance action, line maintenance testing or storage of an APU/APU's components which is not in accordance with the applicable overhaul manuals and/or procedure manuals.
Accident	means any event as defined in the World Airlines Technical Operations Glossary (WATOG)
Airworthiness Authority	means EASA and FAA authorities.
Agreement	means this Agreement including all appendices, amendments, and Orders issued hereunder or otherwise in connection herewith.
APU	means a GTCP331-500B P/N 3800550-1 Auxiliary Power Unit.
APU Cycle	means one (1) APU cycle beginning at the initiation of start-up of the APU, continuing through the duty cycle, and ending at shutdown of the APU.
APU Operating Hour	means each hour or part thereof elapsing from the moment operation of the APU is commenced until that operation of the APU is next shutdown. For purposes of all calculations under this Agreement measured in APU Operating Hours, such APU Operating Hours (or part thereof) shall be rounded off to the nearest minute.
BER	means Beyond Economical Repair of the APU for which the repair cost estimate using the pricing conditions then in force is greater than 75% (seventy five percent) of the APU's then current OEM catalogue value, or market value whenever an OEM catalogue value is not available.
Catastrophic Failure	means when an APU suffers at least one major rotating component failure resulting in major damage to one or both core engine modules (load compressor and power section). Catastrophic Failure includes bearing failures and turbine blades shifting events.
DOD	means Domestic Object Damage, damage to Parts in the gas path of an APU caused by the failure of parts within the APU or APU system itself.
EASA	means European Aviation Safety Authority or any successor thereto.
Exchange Unit	means a serviceable Equipment transferred to Customer in return for a non-serviceable Equipment.
Equipment	means APU and its associated APUs components, owned and/or operated by Customer.
Exchange Part	means each and any component furnished by Provider in substitution for an unserviceable component, which because of its repair cycle cannot be repaired within the Turn Around Time, or accessory of which it forms a part.
FAA	means the United States of America Federal Aviation Administration or any successor thereto.

FOD	means Foreign Object Damage, damage to any portion of an APU caused by an outside object or substance such as stones, hail, or de-icing fluid.
Incident	means any event of a technical or operational nature which may be considered to significantly affect the potential airworthiness of an Equipment (such as but not limited to aircraft hard landing, Equipment handling damage, or external damage caused to the Equipment while it is attached to an aircraft).
APUs components	means APUs component, each and any component
Normal Wear and Tear	means the condition of an Equipment having been subject to normal operation in line with the OEM manuals and excluding: Abuse, Accident, BER condition, Catastrophic Failure, DOD, FOD, Incident, damage caused by metal contamination of the lubrication system, shipping, handling, or other outside influenced damage, as well as any operation, service, maintenance, or repair which is not in accordance with OEM Service Bulletin, Service Information Letter, Manuals or other technical / operational documentation.
OEM	means Original Equipment Manufacturer the original manufacturer of an Equipment or Part.
Order	means any purchase order and amendments hereto issued pursuant to this Agreement including the Terms and Conditions herein.
Part	means any part of an APU or APUs components
Repair	means the return to serviceable condition of an Equipment, in accordance with the OEM Component Maintenance Manual, the OEM Illustrated Part Catalog (IPC), and the OEM Material Price List in force.
Rotable Pool	means a stock of Provider owned Exchange Units.
Service Bulletin	means the manufacturer's service bulletin detailing the modifications and changes to be made to an APU, APUs components, or any Part thereof at a particular time or stage in the life of the Equipment.
WPG	means Workscope Planning Guide - the document prepared by the Equipment OEM that provides guidelines for shop level maintenance requirements on the Equipment.

1.3 SCOPE OF THE AGREEMENT

Services for the repair Auxiliary Power Units GTCP331-500B bearing Manufacturer's Part Number 3800550-1 and associated APUs components, hereafter referred to as the "Equipment".

1.4 REPAIR SERVICES

1.4.1 Transportation, delivery configuration and shipping instructions

Transportation and delivery point

All units or components shall be delivered to **Provider**, at the address indicated in Exhibit B, except otherwise requested separately by the Customer. If the spare parts and materials supplied by the Customer were not in demand or removed after performing APU repair, the **Provider** is obliged to return these spare parts and materials to the Customer after completion of the repair within 90 days in accordance with Incoterms 2010 FCA.

APU transportation to and from the **Provider's** shop location shall be coordinated with Customer's Logistics Department in advance of the APU dispatch.

APU or APUs components sent to **Provider** for repair shall be delivered by Customer according to Incoterms 2010 DAP at **Provider**.

Serviceable APU or APUs components after repair shall be delivered by **Provider** according to Incoterms 2010 FCA at **Provider's** premises.

For the purpose of APU transporting, the Customer will use the transportation equipment at his disposal (stand, box, etc.), if available. For the purposes of APU transportation from Moscow, Russia, to the **Provider's** shop and back, upon Customer's request, the **Provider** shall provide the Customer with an appropriate APU transportation stand, the stand is provided without additional charge to the Customer (the service is considered as included into the NTEP) for the period not exceeding 30 calendar days for either direction of the APU transportation.

Services to be performed during repair works

The services are to be performed by **Provider** on the Equipment, referred to hereafter as the "Services", will be on a basis of Not-to-Exceed price (NTEP) of the APU Shop Repair and listed in clause 1.5.10.

The service should be performed in accordance with actual applicable revision of GTCP331-500B Manual.

1.4.2 Transfer of risk and title

Transfer of risk

Risks to the removed Equipment shall be transferred from Customer to **Provider** upon receipt by **Provider** or its nominated freight agent, according to the Incoterms and place of delivery mentioned in Exhibit B.

Risks to the overhauled Equipment shall be transferred back from **Provider** to Customer upon receipt by Customer or its nominated freight agent of said overhauled Equipment, according to the Incoterm and place of delivery mentioned in article Exhibit B

Transfer of title

Equipment sent to **Provider** for performance of the Services shall remain Customer's property.

Equipment storage at **Provider** stores after the Services shall be free of charge for up to 30 days upon APU release date.

1.4.3 Requested information

Provider requests that Customer supplies the following information (by e-mail), concerning the Equipment to be sent for repair. Failure to provide this information in a timely manner before or upon arrival of the Equipment at **Provider** may cause TAT excusable delays:

- PO;
- APU log book;
- Up-to-date APU Logbook (if available);
- NIS and data on removal reason.

1.4.4 Engineering support

Provider undertakes to perform the following engineering tasks at no additional charge to Customer:

- Define technical standards in co-ordination with Customer's engineering;
- Fulfilment of Civil Aviation Authorities requirements;
- Edit all technical documentation necessary to perform APU shop visit;
- Issue shop finding reports;
- Following redelivery of the Equipment to Customer, to provide full overhaul reports with shop findings & documentation, in accordance with Aviation Authorities specifications.

1.4.5 Subcontracting

Provider may subcontract maintenance tasks on individual parts or subassemblies of the Equipment.

Provider guarantees that the subcontractor will provide Customer access to any relevant information concerning the work performed.

Provider is solely responsible for the actions of the subcontractor.

1.4.6 Scrap material

Scrap material removed from Customer's APU shall be identified by **Provider**, shall be reported to Customer in writing (by email) and scrapped locally, all scrap fees should be covered by NTEP, if applicable.

APU Turn Around Time (TAT)

The Turn-Around-Time (TAT) is the period of time required by **Provider** for the performance of the Services on Equipment in Normal Wear and Tear condition, and after which **Provider** shall deliver the Equipment back to Customer, not taking into account possible excusable delays as defined hereafter.

Shop Visit of each APU shall start upon **Provider's** request, not later than 5 calendar days after delivery of the APU in the shop, provided (1) such request for the Shop Visit is given to the **Provider** at least 14 calendar days for scheduled maintenance, and 14 calendar days in case of unscheduled maintenance, and (2) the Customer has rendered to the **Provider** a PO, APU log book, NIS and data on removal reason (by email).

The APU repair shall start within a week after the corresponding APU arrives at the **Provider's** facility and shall last no more than 45 calendar Days or less in case of Repair (Repair Considered continue-time. Any visit NOT an overhaul. Exposed parts checked to the CONTINUE-TIME CHECK section, repaired as necessary to continue-time check limits or REPAIR section limits where applicable, and tested to Light/Medium Repair (continue-time)) criteria, and 65 calendar days for Overhaul (Overhaul means the following WS performed: Compressor and turbine section fully disassembled, Compressor impellers/rotors, turbine rotors/disks and tie shaft inspected per IRM Zero-time Check, Gearbox repaired as necessary, LRUs (components) repaired as necessary, APU tested to highest performance standard). For the purpose of this Terms of reference any Repair, Overhaul are considered a Shop Visit.

APU Shop Visit Turnaround time (TAT) measured between APU induction and release dates shall be 45 calendar days Repair and 65 calendar days for Overhaul or less, the shorter TAT will be an advantage.

1.4.7 TAT warranty

Provider shall credit to the Customer not less than 1000 USD per each calendar day of the TAT exceedance, except for excusable delay cases, without limitation of the total credit sum, and regardless was such exceedance caused by a direct **Provider** r's fault, or by a fault of any of the third parties engaged by the **Provider**. As an alternative means of compensation, **Provider** may, on a FOC-basis, provide Customer with a spare APU, or extend term of already provided APU loan, for the duration of such TAT extension.

1.4.8 Excusable delays

Provider shall not be responsible nor be deemed to be in fault on account of delay in the delivery of Equipment due to causes beyond **Provider** fault or negligence, including but not limited to:

- Force Majeure events such as fires, floods, explosions, earthquakes, epidemics or quarantine restrictions, acts of Government, act of civil or military authorities, act of god or public enemy, embargoes, war or civil war, insurrections, riots causing cessation, slowdown or interruption of work;
- Work on hold awaiting Customer information or decision, provided request for such Customer's decision or information has been made in timely and due manner;
- Delays of Customer to deliver the Equipment to the place of work or in supplying missing items provided that **Provider** has notified Customer of such missing items without delay;
- Delays of Customer in execution of the payment terms;
- Unforeseen or unscheduled major repairs;
- Delays of the required Aviation Authorities or OEM in approving the repair, provided request for such approval has been made in timely and due manner.

In the event delivery of any Equipment is delayed by one or more of the above causes, **Provider** shall promptly notify Customer of any such delay and the expected extent thereof in writing.

1.4.9 APU release

APU certification upon Shop Repair completion shall be in accordance with EASA and FAA rules.

Within 30 calendar days upon APU release, a full and complete set of the Shop Visit paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all APU components. Electronic format documentation on CD/DVD or other media will be acceptable.

A hard copy Shop Visit Minipack should be provided to the Customer within 7 calendar days after APU release date.

The APU must be prepared for redelivery to the Customer within 2 calendar days after completion of all repair services and APU certification.

The specified terms and dates could be changed on written consent between the Customer and the **Provider**, via email.

1.4.10 Inspection and acceptance

Upon receipt of Equipment by Customer at Customer's facility (mentioned in Exhibit B), Customer may inspect the Equipment to ensure compliance with the terms of the Order under which the Equipment was ordered, and with the terms of this Agreement. Customer shall accomplish such inspection and acceptance within fifteen (15) calendar days after receipt of the Equipment. Customer shall promptly notify **Provider** of any discrepancies discovered as a result of such inspection. After such fifteen (15) calendar day inspection and acceptance period, the Equipment shall be conclusively deemed as accepted by Customer.

1.5 FINANCIAL CONDITIONS

1.5.1 Validity of prices

Prices are valid till 01.01.2023. Thereafter, they will be adjusted in accordance with the price adjustment rules defined in article 1.5.11 below.

The prices are exclusive of
Custom duties (if any)
Value added tax (if any)

1.5.2 Labor

All repair tasks shall be covered by the NTEP of the APU Shop Repair as defined hereunder. The applicable NTEP is specified in 0.

If, after APU induction, disassembly, cleaning, inspection, and production of a repair cost estimate, Customer rejects the cost estimate and does not wish to return the Equipment to a serviceable condition, **Provider** shall return the Equipment to Customer in as is (disassembled) condition and a Cost Estimate fee will apply to cover the costs incurred to produce the repair cost estimate. The Cost Estimate fee is provided in 0.

1.5.3 Labor Rate

Any Labor that is not subject to the NTEP will be charged on a price per man hour basis, as per the rate quoted in Exhibit A.

1.5.4 Flat Rate Schedule for APU Components Repairs

APU Component repairs as requested in the Workscope shall be covered by the NTEP including inspections, disassembly, repair, material, reassembly, and testing of the equipment's as required.

If a specific APU components repair falls under NTEP exclusions, the repair will be invoiced on a Time and Material basis using the parts pricing and the Labor rate as stated in 0.

1.5.5 Parts Repairs and Subcontracting

Subcontracted work (as per the conditions set forth in Article 1.4.5), will be charged on the basis of the subcontractor's invoice plus a handling/administration charge as stated in Exhibit A.

1.5.6 Test

Test runs will be charged on a fixed price basis, including any expendables, fuel and oils used for the test. One test run is included in the NTEP.

Any additional tests will be charged only if they have been specifically requested by Customer (such as inbound test), or if they are required for reasons that are beyond **Provider's** responsibility or control.

The applicable test run fees are quoted in 0.

1.5.7 Materials

Provider shall inform Customer prior to installation of replacement LLP or component previously not installed in the APU (other Part number or serial number, or not original Part for this APU) and receive approval for installation of such Part.

All Parts proposed for installation shall be certified by the OEM APU Shop Manual. If contractually **Provider** must provide a replacement Part due to Inclusions in the NTEP then the replacement must match such requirement.

Units/components supplied by **Provider** must be accompanied by documents in accordance with EASA/FAA requirements.

Materials, parts, components, assemblies and components supplied by the **Provider** must be accompanied by EASA Form 1 and FAA8130-3 (dual release) certificates. As well as NIS, No PMA/DER Statement and BTB documents, where necessary. The Customer has the right to refuse to install the proposed materials if they do not meet the requirements of the aircraft lease agreement.

Any PMA parts or Non-OEM repaired parts are not acceptable to use during the Maintenance Service of the APU.

Used serviceable parts (APU and APUs components)

Used serviceable parts, when available, will be charged based on a discount on their new part value, as per the then current manufacturer's price catalogue. The applicable discount is stated in 0. A different rule will apply to Life-Limited Parts (LLP).

Missing Items

Each APU delivered to **Provider** for repair shall arrive with all its APUs components.

If any APUs components is found to be missing during the incoming inspections, **Provider** shall advise Customer and shall propose one or several of the following solutions based on the situation:

- **Provider** to provide a new or used serviceable unit, at the price conditions defined in 0 for new or used serviceable material;
- Customer to provide a suitable replacement unit in serviceable condition;
- **Provider** to test the APU with a slave APUs components from its pool, and to redeliver the APU without the missing APUs components. In this case, **Provider** shall invoice the use of a slave APUs components as per the APUs components test price in the APUs components repair price catalogue.

In all cases, the TAT will be put on hold until an agreement is reached between both parties and a suitable APUs components is allocated to the APU for test.

Material support requirements:

Provider shall make an advanced notification (via e-mail) prior to installation of replacement part previously not installed in the APU (other part number or serial number, or not original part for this APU) and receive approval for installation of this part, all used non-LLP parts to be installed in/on Rossiya's APU shall:

- be of equivalent or higher modification;
- be of recent applicable revision of GTCP 331-500B APU model;
- have an utilization (time on wing or cycles on wing) not more than removed/replaced for serialized parts;
- have full traceability documentation, if requested for serialized non-LLP parts. For the avoidance of doubt, full traceability for APU non-LLP parts means the respective certificate and the Non-Incident-Statement of the last operator;
- have EASA Form 1 or FAA 8130-3 certificates with EASA Dual release.

If **Provider** must provide a replacement part due to Inclusions in the NTEP then replacement part offered must meet this requirement. **Provider** has no rights to skip it or make a decision at its own.

The Customer shall have a right to refuse any material proposed by the Contractor and instead procure it by its own from the market.

The Customer has the right to refuse to install the proposed materials if they do not meet the requirements of the aircraft lease agreement.

Life-Limited Parts (LLP)

In case of replacement of LLPs in the APU, **Provider** shall apply its best efforts in installing used serviceable LLPs that meet Customer needs in terms of remaining potential. If for any reason a replacement LLP is considered for installation in an APU, Customer written approval must be obtained before installation of the LLP. **Provider** shall provide Customer with all relevant paperwork and traceability for replacement LLPs, including a back-to-birth trace.

Each LLP to be replaced by a new one. It is possible to install used LLP provided that BTB meets the requirements below and BTB are accepted by Lessor/AC owner. In case lessor/AC owner reject the part provider have to install a new one.

Each of replacement LLPs shall have a complete set of full and clear BTB trace documentation, which will be subject of Customer's review and written acceptance each time prior LLP installation in the APU, and meet the following requirements:

- m) LLP offered meet the conditions of aviation authorities;
- n) there are all previous operator records (including supporting data) should also be maintained as part of the BTB trace history;
- o) the approved life limit for the LLP offered is verified in due manner;
- p) there is a proof of origin for LLP offered, also known as birth certificate (EASA Form 1, or FAA Form 8130-3 or APU manufacturing documents);
- q) the part number and serial number, total hours and cycles since new, and the times and cycles since last Overhaul or refurbishment on the installation and removal disk sheets from all operators and shop visits are true, accurate, and verifiable by supporting data;

- r) Mixed model management of LLPs shall be accounted for by “On and Off” disk sheets from all operators confirming operating thrusts for parts used in multiple APU models (if applicable);
- s) All shop visits and repair records documenting part number changes or modifications to the LLPs must be reviewed and substantiated, as well as the last return to service methods that may include AD mandated critical rotating part inspections;
- t) all transfer of ownerships “commercial trace” for the LLPs shall consist of, but not limited to, the Bill of Sale, tie-in letter(s), and/or material certification(s);
- u) all appropriate letters or statements from Operators with contracted maintenance and record-keeping services under CAMO (Continuing Airworthiness Management Organization) under EASA Annex 1, Part M or FAA Delegated Authority are obtained;
- v) Includes non-incident / non-accident statements (NIS) from the last operator and EVERY operator of the APU(s) and individual LLPs;
- w) Includes Non-PMA / Non-DER statement from the last operator and EVERY operator of the APU(s) or individual LLPs;
- x) the latest certificate of serviceability (EASA Form 1 and FAA 8130-3 or dual releases) includes certification of all repairs done per active revision of GTCP331-500B Manual/

If any of LLPs originally installed in the APU fails inspection in course of APU Shop Visit, and becomes due for replacement, the minimum remaining life of a replacement LLP should be not less than that of an LLP it replaces. Refer the table hereunder for the LLPs’ list that planned to be replaced during the Shop Visits.

LLP to be replaced at planned SV			
Proposed APU S/N	Description	Part Number	Min Cycles Remaining
P-1528	1st st. Turbine Disc	3842151-4	9500

New LLPs will be charged with reference to the manufacturer’s catalogue then in effect, plus a handling fee as quoted in Exhibit A.

The **Provider** will use the following policy for replacing LLP’s. LLP’s which are damaged or fail inspection will be replaced with LLP’s that have similar remaining cycles and have greater than 12 000 cycles remaining. Replacement LLP’s will be priced at new CCP/30,000 x Cycles remaining. Trace Documentation will be provided to the Customer’s Power Plant Engineering for approval. LLP’s will only be fitted when written approval from Customer’s Power Plant Engineering is received. All Labor for LLP removal and installation will be included in the NTE price.

Notification of unusually expensive repairs

Provider shall without delay notify Customer of any unusual costly repairs in writing (by email) (1) and/or high value parts replacement (2), in order to obtain Customer's approval to proceed with such unusually costly repairs and/or high value parts replacement.

Provider shall without delay request in writing (by email) Customer's approval to proceed with notified unusual costly repairs and/or high value parts replacement, the Customer shall advise the Provider of its decision within 3 (three) business days following **Provider's** notification of such repairs/parts replacement. If no response is received from Customer within this timeframe, the APU will be put on hold and its TAT will be stopped, until Customer's approval is received. Such requests and notifications shall be sent if

(1) the estimated price of the repair is beyond or equal to 75 % of the CLP value of subject part or equipment.

(2) price of the repair/part is above or equal to 15 000 USD, based on current manufacturer catalogue price list.

1.5.8 Currency

All charges shall refer to the US Dollar (USD) currency.

1.5.9 Payment terms

The following payment and invoicing terms shall apply:

- Payment shall be via bank wire transfer.
- **Provider's** invoice for the APU Shop Repair shall be issued upon APU release, agreed by the Customer, and be payable within 30 calendar days from a date of invoice receipt by the Customer, or later, if mutually agreed by the parties.
- All invoices shall be submitted to the Customer in softcopies at the following address amd9@rossiya-airlines.com . If the Provider fails to provide invoices in time, payment date may be rescheduled for the number of days equal to the period of such delay. In such case the Provider shall not postpone accomplishment of Services or release of the APU.
- In case of non-fulfillment (improper fulfillment) by the **Provider** of its obligations, the downpayment must be returned within 10 (ten) business days from the date of Customer's request less the price of the services and parts accepted by the Customer.

Payments shall be made to the "Remit To" address identified on the invoice.

Payments shall be made by wire transfer in US Dollars (USD) from the Customer bank account:

Address: 196210, St. Petersburg, Russia, Pilotov st. 18/4

Currency: USD

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)

ST.PETERSBURG, RUSSIA

SWIFT: SABRRUMM

Acc. transit № 40702840755001000096

№ 40702840455000000096

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

SWIFT: IRVTUS3N

to the following
bank account of **Provider**: TBD

1.5.10 Not-to-exceed price per APU shop visit

Shop Repair pricing shall be structured upon the NTEP of the APU repair in accordance with the requested Workscope.

For the avoidance of doubt 'NTEP' shall mean that in any case, the Customer shall pay the lesser of: (1) actual cost of the works performed and material supplied by the **Provider**, as calculated on Time & Material basis, and (2) the agreed NTEP.

The NTEP shall cover labor and material as defined below, and shall not exceed (TO BE INDICATED IN ACCORDANCE WITH THE OFFER) **one Shop Visit**.

NTEP is to be valid for 2022.

The total number of Shop Visits is not fixed by the Customer. It is estimated that number of Overhauls for the declared Initial (maximum) price of the agreement (lot) excluding VAT (the "IMPA") will not exceed 12 (twelve) cases, as for the Repairs the number will depend on the actual price of the Shop Visit, which in no case shall exceed the price limit stipulated per one Shop Visit. Actual number of Shop visits is limited with the value of IMPA.

Any shop visit is requested by the Customer depending on actual condition of the APU, probability of unscheduled events and final decision of the APU owner/Aircraft Lessor.

The Contract for provision of services for the APU Shop Visit shall give the Customer a right to discontinue repair process if the estimated total cost of the particular APU Shop Visit as evaluated and reported by the **Provider** upon APU table inspection exceeds 1 000 000 (one million dollars) USD or/and results in exceeding of the IMPA limit, provided however that:

- 1) the parties may proceed then with entire APU exchange, in lieu of repair, or
- 2) the **Provider** may suggest performance of the APU Shop Repair at total price not to exceed 1 000 000 (one million dollars) USD including any all costs as may be applicable according to p. 1.5.10, Exhibit A.
- 3) the parties may agree on extension of the corresponding agreement in accordance with the terms of the Russian Federal Law 223-FZ.

Labor and Services covered by the NTEP:

- Engineering support services such as Workscope customization, SB's evaluation and implementation recommendation, etc.
- APU receiving, incoming inspection, borescope inspection and inventory check.
- APU components removal and reinstallation.
- APU disassembly and APU modules disassembly, where required per Workscope.
- Cleaning, Non-Destructive Testing and inspection of APU parts, including inspection, functional test and repair.
- In-house repair of APU parts, where the **Provider** has in-house capabilities.
- Outsourced repair of APU parts including any handling charges.
- Labor for APU parts replacement, including labor for replacement of LLPs based on condition or life-limit expiration.

- Labor for APU component Workscope;
- Repair of LLPs as necessary (including blade replacement).
- Incorporation of applicable Airworthiness Directives (ADs), if necessary.
- Incorporation of SBs as per Workscope, additional SBs, if necessary due to part replacement and applicable Honeywell reliability enhancing service bulletins.
- Modules reassembly and APU final assembly.
- APU performance test run and APU components operational check during APU performance test run.
- APU final-out inspection, certification and preparation of Shop Repair paperwork.
- APU long-term preservation (up to 6 months) and preparation for shipment.
- Repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).
- Minor FOD (incidental).

Material covered by the NTEP:

- Material for scrap replacement of APU parts including high cost items.
- All LLP replacement due to condition and requested per Workscope. Not limited to used material or upone availability only.
- All consumables and expendables required as per Workscope.
- Material for SBs incorporation required as per Workscope.
- Material for SBs incorporation required for incorporation if necessary due to part replacement and applicable Honeywell reliability enhancing service bulletins.
- Oil & fuel for APU performance test.
- Material for preservation (up to 6 months).
- All applicable taxes, fees and handling charges associated with procurement and supply of material.
- Material for APU components as per component Workscope list.
- All scrap charges if applicable.
- Material for repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).
- Material for minor FOD (incidental).

The following shall be excluded from the NTEP coverage:

- Any additional work not covered by the Workscope.
- Missing parts at APU arrival to the Provider.
- Abuse/misuse/improper operation.
- APU component scrap replacement if not specified in the component Workscope list.

All materials and works not covered by NTEP shall be charged to the Customer based on rates not exceeding:

Shop-floor mechanic Man Hour Rate	USD*
Handling Charge for the non-LLP material supplied by the Provider	% of CLP capped at USD per part / USD per line item
Handling Charge for the non-LLP material supplied by the Customer	% of CLP capped at USD per part / USD per line item
Handling Charge for the LLP material supplied by the Customer	0%
Subcontract Handling Charge	% of subcontractor's invoice

(*) Fixed Labor Prices for particular works may be used in lieu of a specific MH Rate, provided that such Prices are duly agreed by the Parties.

CLP means prices catalog 2022-Spares-ATR-Operator-Catalog published by APU Manufacturer (Honeywell International Inc.).

Annual escalation of the prices, including the NTEP, shall not exceed 3 %.

All excluded works shall be charged to the Customer based on time & material rates, not exceeding those stated in the Exhibit A:

Agreed NTEP which is stated in Exhibit A applies to the following Workscope and technical requirements:

APU Data:

Model: GTCP331-500B

P/N: 3800550-1

APU SN	TSN	CSN	TLSV	CSLV	LLP limiter	Return to Lessor Date	Last shop visit by Whom and When	Planned SV date*
P-1601	31135	20059	6532	3456	2nd st. Turbine Disc	09.04.2026	10.11.2017, Honeywell DE	2026
P-1172	34072	21155	3583	1780	3rd st. Turbine Rotor	11.03.2026	28.09.2019, Honeywell US	2025
P-1528	33654	19940	7377	3668	1st st. Turbine Disc	12.06.2026	19.01.2018, Honeywell DE	2023
P-1630	31412	19642	7587	3923	1st Compressor Impeller	29.09.2025	11.01.2018, Honeywell DE	2023
P-1596	31134	20014	8814	5284	2nd Compressor Impeller	03.10.2025	08.02.2017, Honeywell DE	2022
P-1431	33399	19713	0	0	1-3 st. Turbine Discs	06.06.2023	18.11.2021, Honeywell DE	2026
P-1301	45377	26234	9560	4852	3rd st. Turbine Rotor	20.09.2023	02.06.2016, Honeywell DE	2022
P-1187	38172	22375	8544	4225	3rd st. Turbine Rotor	13.06.2023	14.06.2016, Honeywell US	2022
P-1229	42429	26049	0	0	1st st. Turbine Disc	29.08.2023	01.10.2021, Honeywell US	2023
P-1183	48749	27134	2775	1233	3rd st. Turbine Rotor	22.09.2023	20.12.2019, Honeywell DE	2023
P-1046	31433	25064	2465	1090	2nd Compressor Impeller	Rossiya's property	21.08.2020, Honeywell DE	2026

*Assumed Shop Visit dates are for reference only, and could be adjusted depending on actual condition of the APU.

APU Shop Repair Workscope includes:

Preliminary Shop Visit Workscope (the “WS”) for each particular APU S/N will be defined by Customer before induction to the Shop. Final WS will be defined after receiving inspection and will include will include Maximum up to:

1. Receiving, incoming inspection (perform full BSI if necessary), disassembly, cleaning, analytical, assembly, test, final inspection, shipping preparation and long term preservation
2. Power Section – Inspection. Light Repair, Medium Repair or Overhaul if necessary.
3. Gearbox Inspection. Repair, Medium Repair or Overhaul if necessary.
4. Load Compressor – Inspection. Repair, Medium Repair or Overhaul if necessary.
5. Accomplishment of following component maintenance:

Reference P/N	Description	Workscope
160488-2	Oil Cooler	Clean per CMM, Functional Test & Repair
160536-1	Oil Thermostat Bypass Valve	Functional Test & Repair
2704442-5	Starter Motor	Test & Repair as necessary
304643-2	Data Memory Module	Reuse and test on APU
3202854-1	APU ATS Check Valve	Reuse and test on APU
3283076-5	APU ATS Start Control Valve	Test & Repair as necessary
3290814-5	Surge Control Valve	Functional Test & Repair
3503876-6	Electrical Starter Clutch	inspect & Repair as necessary
3505814-3	Air Turbine Starter	Functional Test & Repair
3505874-5	ATS Clutch Assembly	Inspect & Repair as necessary
3876195-9	Ignition Unit	Reuse and test on APU
3876211-3	Oil Level Sensor	Reuse and test on APU
3876212-1	Monopole Speed Sensor	Reuse and test on APU
3876215-1	Pressure Probe	Reuse and test on APU
3876217-1	Inlet Pressure Sensor	Reuse and test on APU
3876218-1	Total Pressure Sensor	Reuse and test on APU
3876219-2	Delta Pressure Sensor	Reuse and test on APU
3879008-1	Fuel Cluster Assembly	Clean per CMM, Functional Test & Repair as necessary
3883453-1	Fuel Nozzle	Remove, test per CMM
3883499-3	IGV Actuator	Reuse and test on APU
3884863-7	Pneumatic Cluster Assembly	Disassemble and teste on sub-assemblies level. Repaire as necessary
3888267-7	Igniter Plug	Inspect & Replace as necessary
3888275-9	Ignition Cluster Assembly	Disassemble and teste on sub-assemblies level. Repaire as necessary
3888283-2	Ignition Lead 2	Inspect and replace as necessary
3888283-4	Ignition Lead 1	Inspect and replace as necessary
4131000-6	Lube Cluster Assembly	Clean per CMM, Functional Test & Repair as necessary
4132029-3	Oil Filter Bypass Valve	Test as part of lube cluster assembly
4132033-3	Oil Pressure Switch	Test as part of lube cluster assembly

4132034-1	Oil Pressure Sensor	Test as part of lube cluster assembly
968214-6	Pressure Relief Valve Assembly	Reuse and test on APU
MS28034-3	Oil Temperature Sensor	Reuse and test on APU

6. Repairs related to severe failure modes; seized rotation, mechanical failure, bearing failure and blade shift.
7. Repair or overhaul of all LLPs as necessary based on incoming inspection, curvic grind and impeller blade repair.
8. Airfoils (NGV, blades) - inspection, overhaul and replacement if necessary.
9. Replacement of all LLPs as necessary based on condition or life-limit expiration.
10. Repairs related to secondary damage from internal failures - Domestic Object Damage (DOD).
11. Minor FOD (incidental).
12. Incorporation of Service Bulletins due to part replacement necessity.
13. Incorporation at no cost of turbine/thrust bearings and turbine nozzle assemblies related SBs 49-8141, 49-8251, 49-8296, 49-8300 and reliability SBs, and those equipment modifications required by FAA airworthiness directives only in such instances where it has been conclusively determined that the cause of the directive has been solely attributed to Honeywell's Equipment resulting in Honeywell-issued alert service bulletins.

PMA/DER policy:

PMA&DER are not acceptable. Report findings.

1.5.11 Price adjustment rules

Prices under this Agreement will be escalated on a yearly basis starting from 01 January 2023, according to the escalation rules specified hereunder.
Annual escalation of the prices, including NTEP, shall not exceed 3 %.

1.5.12 Payment of bank fees

Customer is only liable for the bank costs, expenses, charges and fees as charged under SHA (SHARed) payment code (the payer (sender of the payment) will pay all fees charged by the sending bank. Engine maintenance provider (recipient of the payment) will pay all fees charged by the receiving bank. The recipient will receive the payment minus any and all correspondent/intermediary fees).

1.5.13 Taxes

Prior the first payment date the **Provider** shall hand over the Customer (i) a letter confirming that that **Provider** is the beneficial owner of the income that the Provider receives under this Agreement, and (ii) a certificate confirming the **Provider's** tax residency in the state of its registration issued by the tax authorities in a form, suitable to claim, where applicable, the benefits under any Treaty on Avoidance of Double Taxation between Russia and the country of the **Provider's** registration. If the aforementioned documents are not available to the Customer on or before the date of the 1st payment against the Agreement such payments will be postponed till the date the documents become available to the Customer.

All fees and prices under this Agreement are exclusive of any Value Added Tax or similar tax on value or turnover payable in respect thereof, which tax, if any, will be payable by the Customer in addition.

If **Provider** is required by law to make any deduction or withholding from any payment hereunder, it shall do so and the sum due from Customer in respect of such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the **Provider** receives and retains (free of any liability in respect of any such deduction or withholding) a net sum equal to the sum it would have received and retained had no deduction or withholding been required to be made.

All form of Taxes arising out in connection with this Agreement, shall become the responsibility and the obligations of each Party in accordance to the tax regulation applicable to the Party.

GENERAL TERMS AND CONDITIONS

2.1 Term

This Agreement shall become effective on from the date of signing by the last of the Parties (the Effective Date), and shall be in full force until the obligations of the parties have been fulfilled no later than 31.12.2028.

2.2 Termination

2.2.1 Default

Should either Party fail to perform any of their duties or material obligations under this Agreement, and such failure continues for ninety (90) days after written notice of such default from the other Party, then the non-defaulting Party may terminate this Agreement within a reasonable period of time thereafter, effective immediately upon written notice of termination to the defaulting Party, without prejudice to any other rights or remedies the non-defaulting Party may have.

2.2.2 Bankruptcy

In the event either Party (i) makes a general assignment for the benefit of creditors or becomes insolvent, (ii) files a voluntary petition in bankruptcy, (iii) petitions for or acquiesces in the appointment of any receiver, trustee, or similar officer to liquidate or conserve its business or any substantial parts of its assets, (iv) commences under the applicable laws of any competent jurisdiction any proceeding involving its insolvency, bankruptcy, reorganization, readjustment of debt, dissolution, liquidation or any other similar proceeding for the relief of financially distressed debtors, (v) becomes the object of any proceeding or action of the type defined in (iii) or (iv) above and such proceeding or action remains undismissed or unstayed for at least thirty (30) days, or (vi) is divested of a substantial part of its assets for at least thirty (30) days, it shall constitute an anticipatory breach of the Agreement contract by that Party for the purpose of any determination of the other Party's rights and remedies at applicable law, including the right to terminate this Agreement by providing written notice of termination to the other Party.

2.3 Right of retention

Provider acknowledges that it does not have a right of lien over Equipment or other property of Customer in its possession in respect of any sums owed by Customer to the **Provider** on any account.

2.4 Warranty

Provider warrants its workmanship and the workmanship of its subcontractors conforms to the requirements and specifications of the manufacturer for the period, and/or running hours/months, whichever occurs first, as specified in 0.

Provider further warrants that components manufactured, tested, repaired, overhauled, supplied by **Provider** shall be free from defects in material and workmanship. Should components from other sources supplied and/or installed by **Provider** not be free from defects, **Provider** will, to its best effort, claim this on behalf of Customer with the original supplier in order to hold Customer free from such disputes or provide all reasonable assistance to Customer in pursuing warranty claims. Customer agrees to furnish applicable information and documentation to assist **Provider** in its pursuit of such warranty claims should such information and/or documentation become necessary.

Provider's obligations and Customer's remedy under the foregoing warranty are expressly limited to assuming the cost of labour and material required to replace or repair the damage sustained by the Part of the APU and caused solely and directly by the defective workmanship.

Provider's obligations with respect to the foregoing shall only require Provider shall correct defects, replace or restore the Part of the APU to a Serviceable condition equivalent to that at the time the damage occurred and compensate THE CUSTOMER costs incurred due to loan of the replacement APU for the period of such warranty repair, removal, transportation and customs clearance of the defective APU back and forth to Provider's facility. Any other consequential and/or indirect damages are hereby excluded, unless it took place due to negligence or wilful misconduct of Provider and/or its subcontractors.

THERE ARE NO OTHER REPRESENTATIONS OR WARRANTY OF **Provider**, WHETHER EXPRESSED OR IMPLIED, THE CUSTOMER WAIVING ANY RIGHT IT MIGHT HAVE FOR COMPENSATION FOR INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES OF LOSS OF USE AND/OR REVENUE.

Provider's responsibility under this warranty is further limited by the following conditions: Defects must be discovered before expiration of the warranty limits and **Provider** is given prompt written notification at the time such defects are discovered. The notification shall describe the nature of the defect in detail and the date and time of the discovery and removal.

The Equipment has not suffered damages arising from misuse against the manufacturer's instructions and/or recommendations and has not been subjected to neglect, Accident or damage by the elements repaired or altered outside of **Provider**;

The Equipment has been handled and transported in accordance with the manufacturer's instructions as indicated in the relevant OEM manuals;

The Equipment is returned promptly to **Provider**, after notification of the defects has been given to **Provider**; and **Provider**; is afforded the opportunity of performing corrective work.

Warranties:

The **Provider** should guarantee as minimum 2500 APU Hours or 18 months of APU operation (whichever comes first) free of any defects arising out of the Shop Visit workmanship.

With respect to parts repaired/overhauled by the **Provider**, its vendors and subcontractors according to Workscope, when installed on/in the serviced APU, such parts will have warranty coverage for least 2500 APU operating hours or 18 months after respective APU release date, whichever comes first.

With respect to new or used parts supplied or incorporated in the serviced APU, **Provider** 's warranty shall, except for the workmanship involved in the incorporation of such new or used parts, be limited to the assignment of any warranty obtained from OEM or **Provider's** suppliers

2.5. Liability

Customer and its insurers agree to hold harmless **Provider**, its employees, directors, officers, agents, sub-contractors and insurers from all claims, costs and damages to Customer's Equipment, personnel, properties, aircraft, arising from bodily injury or damages to properties or for any loss in accordance with or in consequence of the performance of the Services under this Agreement and arising directly or indirectly, totally or partially from the execution of the Agreement.

Notwithstanding the above, **Provider** will be liable for loss of or damage to Customer's Equipment while such Equipment is under **Provider's** care, custody or control.

2.6. Insurance

Contractor shall, from the effective date and for the duration of this Contract, procure and evidence a Hangar Keeper Liability insurance up to a up to an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor and a Product Liability Insurance in respect of the Services under the Agreement having a Combined Single

Limit in an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor, effected through leading international insurance markets, brokers and insurers (the "Contractor's Insurances"). Prior to the commencement date of this Agreement and on request of Customer, shall provide reasonable evidence of insurance as required to be maintained by sending an insurance certificate.

2.7. Compliance with law

Customer shall comply with all laws and regulations relating to the possession, leasing, operation, control, use, maintenance, delivery and/or return of the Equipment and shall defend, indemnify, and hold **Provider** harmless from any and all costs and expenses in connection with any actual or asserted violations by Customer.

Since the APU is intended for use on Customer's foreign-registered commercial aircraft, the APU, their 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.

2.8. Confidentiality

Customer agrees to retain, in confidence, all information received from **Provider** with respect to any Product in this Agreement and not to use such information for any purpose not contemplated by this Agreement or disclose such information to any other party unless the information: is in the public domain through no act of Customer; is previously known to Customer on a non-confidential basis; is received by Customer from a third party having no obligation of confidentiality to **Provider**; or is required to be disclosed by law or legal process. Any expiration or termination of this Agreement shall not alter the rights or obligations of strict confidentiality, including but not limited to the obligations of Customer arising during the term hereof with respect to information disclosed by **Provider** to Customer prior to such expiration or termination.

2.9. Export Control

This Agreement may be subject to export laws and regulations dealing with the final destination control, and the Parties acknowledge that diversion contrary to such export regulations is prohibited. Should an export license become necessary, Customer will provide **Provider** with all information necessary to examine such requirement of approval.

Should an export license become necessary, shipment of any Equipment covered by this Agreement shall be subject to the issuance of an export license which will be requested timely by **Provider**.

Customer will take all reasonable steps in cooperation with **Provider** so as to help **Provider** to obtain such a license. **Provider** shall be under no liability if such export license is not obtained or is withdrawn or is not renewed.

2.10. Intellectual property rights

The performance by **Provider** of the Services shall not constitute in any way for Customer a transfer or any right of use, of all or part of the intellectual property rights owned by **Provider** or licensed to **Provider** by any third party. **Provider** shall remain the exclusive owner of any intellectual property rights related to the Services such as but not limited to: job cards, task cards or industrial process.

2.11. Amendments

Oral statements and understandings are not valid or binding. No amendment of this Agreement shall be effective unless the Parties hereto duly execute a written amendment, signed by their duly authorized officers.

2.12. Successors and assigns

Neither Party herein shall have the right to assign, delegate or otherwise transfer any rights or obligations under this Agreement, or Order subject to these standard terms and conditions of sale or any service interest hereunder, unless such assignment, delegation or transfer is agreed to in writing by the other Party. Any assignment in violation of this provision is null and void.

2.13. Severability

If any provision of this Agreement or any order based thereon is or becomes void or unenforceable by force or operation of applicable law, the other provisions shall remain valid and enforceable, and the Parties shall substitute for the stricken provision another provision of as similar effect as is permitted by applicable law so as to accomplish the legally permissible purposes of the Parties which were intended by the stricken provision.

2.14. Non waiver

Provider's or Customer's failure at any time to enforce any provision of this Agreement does not constitute a waiver of such provision or prejudice either Party's right to enforce such provision at any subsequent time.

2.15. Precedence

In case of conflict between this Agreement and the orders/purchase orders making reference to this Agreement, the Agreement shall prevail over the orders/purchase orders. For the avoidance of doubt, it is expressly stated that all orders/purchase orders are placed with Customer's unqualified acceptance of the terms and conditions of this Agreement which, unless otherwise expressly agreed between *Provider* and Customer shall govern the performance by *Provider* of the Services, and are exclusive of Customer's own general conditions of purchase and of any other document issued by Customer.

2.16. Headings

The headings of any clauses, sub-articles or Articles are given only for convenience and shall not in case interpreted so as to extend or limit the interpretation of such clauses, sub-articles or Articles.

2.17. Anti-corruption stipulation

2.17.1 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.

2.17.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 2.17.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 2.17.1 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 30 calendar days from the date of receipt of the written notification.

2.17.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 2.17.1, 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 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the 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 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

2.18. Previous agreements

This Agreement supersedes any agreement(s) and/or previous provision(s), whether written or verbal way, which may have occurred between both Parties on the matter subject of the Agreement, before its signature.

2.19. Jurisdiction and applicable law

This agreement is governed by and construed in accordance with the law of England and Wales. If any dispute or difference arising out of or in connection with this Agreement (including any question regarding its existence, breach, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement) ("Dispute") arises between the Parties under or in connection with the Agreement, either Party may give notice thereof to the other Party along with reasonable particulars of the Dispute. The Parties will use reasonable endeavors to resolve all disputes or differences which may arise out of or in connection with the Agreement by way of negotiations. If the Parties fail to resolve any Dispute within sixty (60) calendar days of the notice of Dispute, either Party may by notice to the other Party require the Dispute to be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The Customer shall nominate one arbitrator and the Provider shall nominate one arbitrator, and the two arbitrators so nominated (once appointed) shall agree on and nominate a third arbitrator, who shall serve as the presiding arbitrator. In the event that the Provider or the Customer fails to nominate an arbitrator within the time limits specified in the LCIA Rules, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that the two arbitrators fail to nominate a third arbitrator, such arbitrator shall be nominated and appointed by the LCIA Court. In the event that both the Provider and the Customer fail to nominate an arbitrator within the time limits specified in the LCIA Rules, all three arbitrators shall be nominated and appointed by the LCIA Court. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The arbitrators shall have the power to make orders as to costs.

2.20. Information about beneficiaries

Not later than the date of signing this Contract, the Provider shall provide the Customer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Exhibit C this contract, with the provision of supporting documents.

In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Provider, he is obliged to immediately notify the Customer about this with the attachment of supporting documents.

2.21. Applicable language

All correspondence, documents and other written matters (including technical documents) in connection with this Agreement shall be in English.

This Agreement have been agreed and prepared in the English language. In the event of any translation of this Agreement or any part thereof into other language, the same shall continue to be construed and interpreted according to the English language version which shall therefore prevail in the event of any conflict.

2.22. Negotiated agreement

This Agreement is an international supply contract which has been the subject of discussion and negotiation, that all its terms and conditions are fully understood by the Parties, and that the technical specification and price and the other mutual agreements of the Parties set forth herein were arrived at in consideration of, inter alia, all the provisions hereof specifically including all waivers, releases and renunciations by Customer set out in this Agreement.

Customer and **Provider** hereby also agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this transaction.

In witness thereof this Agreement has been executed in duplicate by a duly authorized representative of each one of the Parties hereto.

Each Party acknowledges receipt of its own original copy in English.

For and on behalf of Provider :	For and on behalf of Customer:
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A APU REPAIR NTEP AND TIME & MATERIAL CONDITIONS

APU Type	GTCP331-500B
NTE Price of the APU Shop Repair Workslope	\$
NTEP of LLP provision	\$
Test Only	\$
Cost Estimate fee	\$
Shop-floor mechanic Man Hour Rate	\$/Man Hour
Handling Charge for the non-LLP material supplied by the Provider (for Extra Work only)	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the non-LLP material supplied by the Customer	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the LLP material supplied by the Customer	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the LLP material supplied by the Customer	0 %
Subcontract Handling Charge per Subcontractor's' invoice	___%
Turn around Time	
Warranty Period (earliest of)	

Stand Support

Within the NTEP the **Provider** shall propose a spare APU GTCP331-500B support without addition charge to Customer in order to cover APU Shop Visit TAT plus 30 calendar day for APU transportation from/to **Provider's** site and any TAT exceedance related to **Provider's** reasons.

Spare APU from **Provider** shall be in serviceable condition acceptable for its operation by the Customer during the period indicated herein, the spare APU shall have the effective EASA/FAA Release Certificate and be clear of any defects and on-watch items. The APU shall comply with industry standards in terms of documentation and condition at the moment of delivery.

In-shop recertification of the spare APU upon removal and redelivery from Customer is considered included into the NTEP price. Customer shall redeliver the APU in the same condition as on the delivery date subject to normal wear and tear. In no circumstance Customer shall be liable for any omissions, mistakes in the maintenance, documents applicable to such spare APU, if those refer to any period except as mentioned herein.

Additional requirements for the APU Shop Repair

APU storage at the **Provider's** stores after Shop Repair shall be free of charge for up to 30 calendar days after APU release date

Exhibit B ADDRESSES AND KEY CONTACTS

PROVIDER			
Commercial and Contract		Team Leader	
Repair Administration		Engineering	
SHIPPING AND MAIL ADDRESS			
CUSTOMER			
Administrative/Invoicing		Customer's delivery point	
Name & address		Name & address	
Veronica Agafonova Head of finance department for continuing airworthiness Phone: +7 812 6 333 999 ext. 7144 e-mail: v.agafonova@rossiya-airlines.com amd9@rossiya-airlines.com 15A Leninskiy pr., Moscow, 119071 Russia		[Actual data will be indicated after completion of the bidder procedure]	
Contract/Administration		Technical/Engineering	
Name		Name	
Position	Contracts unit group	Position	
phone	+ 7 (812) 633- 39 – 99 (ext.)	phone	
E-mail	contractTD@rossiya-airlines.com	E-mail	

INFORMATION FORM												
No	Name of the counter Part					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/benef	
	taxpayer identification number state registration number	name of the company	CEO name	CEO ID/ passport details	Contract and entering into date	Subject Matter of Contract	Total Amount	Validity	Bank requisites and legal address	taxpayer identification number state registration number (for		
1												
2												
3												

authorized representatives of _____

Date: « » _____

Exhibit C INFORMATION FORM

“Rossiya airlines” Joint Stock Company

Date: _____

Date: _____

Appendix 5
to Procurement Documentation

Basis of the initial (maximum) price of the agreement (lot)
or the price of a unit of goods, work, or services

Services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1601)

(указывается предмет закупки)

n / a	Key indicators	Information to fill in
1.	The method (methods) used to determine the IMC, contract price, or price of product's unit	The method of market analysis for calculating the maximum price (NTE) for the APU repair.
2.	The calculated value of the IMP	The maximum price (NTE) is 12 714 762,24 USD (with considering 3% escalation)
3.	Specify the details of commercial offers	1. CP 1 (e-mail) dated 27.10.2021 2. CP 2 (e-mail) dated 29.10.2021 3. CP 3 (e-mail) dated 11.11.2021
4.	List of applications	Appendix 1 Calculation of the contract price Appendix 2 Escalation calculation

Calculation procedure:

Calculation of the work price is made on the basis of the received commercial proposals for the repair, planned escalation of price on 3 %, the maximum of shop visits (12), as well as the maximum allowable cost of repair in case of recognition of the repair of the APU economically impractical.

The maximum price in case of recognition the repair as economically unreasonable (if APU repair quotation exceeds 75% of the price indicated in the APU manufacturer's catalog or market value, if it is impossible to apply the APU manufacturer's catalog) is 1,000,000.00 USD

IMP for 12 shop visits is 12 714 762,24 USD (with considering 3% escalation, calculation in Appendix 2).

Appendix: calculation of the contract price (Appendix 1), escalation calculation (Appendix 2).

JUSTIFICATION OF THE INITIAL (MAXIMUM) CONTRACT PRICE

The method used for determining the IMPC with justification:	MARKET ANALYSIS METHOD
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CALCULATION OF THE IMPC BY THE MARKET ANALYSIS METHOD

№ п/п	Name	Units of Measurement	Quantity (Scope)	Bet VAT, %	Information about market prices per unit of change, USD. , without VAT					
	Units of Measurement				Compan y 1	Compa ny 2	Compa ny 3	Arithme tic average price per unit <u>	Minimu m value, or custome r's budget, in US dollars (USD), excludin g VAT	Total cost without VAT
1	2	3	4	5	6	7	8	9	10	11
1	Services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1601) 2022	c.u	3	no	731 300,00	750 000,00	793 100,00	758 133,33	2 193 900,00	2 274 400,00
2	Services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1601) 2023	c.u	4	no	753 239,00	772 500,00	816 893,00	780 877,33	3 012 956,00	3 123 509,33
3	Services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1601) 2025	c.u	1	no	799 111,26	819 545,25	866 641,78	828 432,76	799 111,26	828 432,76

4	Services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1601) 2026	c.u	4	no	823 084,59	844 131,61	892 641,04	853 285,75	3 292 338,37	3 413 142,98
Total									9 298 305,63	9 639 485,08

Appendix 2 Escalation calculation

Maximum price in case the repair is not economically feasible (if the cost of repair of ACS exceeds 75% of the cost indicated in the catalog of ACS manufacturer or market cost if the catalog of ACS manufacturer cannot be applied) - 1,000,000.00 USD

year	2022	2023	2025	2026
number of repairs	3	4	1	4
cost of 1 repair, including escalation 3%	1 000 000,00	1 030 000,00	1 092 727,00	1 125 508,81
total per year	3 000 000,00	4 120 000,00	1 092 727,00	4 502 035,24

12 714

HMЦД

762,24