

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

Approval date

11	12	2017
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	11	12	2017	18-00 MSK
Date and time for the request receiving completion	21	12	2017	10-00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	27	12	2017	
Commencement date for providing clarifications on procurement documentation		11	12	2017
Completion date for providing clarifications on procurement documents		18	12	2017
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable, excepted subcontracting of a complete Shop Visit			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Shop Visit for a CF6-80C2B1F Engine ESN 704819			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Shop Visit for a CF6-80C2B1F Engine ESN 704819			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
3500000	USD	1	ea	33.16	30.30.60.110
Place of Delivery/Performance of Works/Provision of Services (address)		In the territory of a foreign state			
Term and Payment Procedure for Goods (Work. Service)		Payment shall be via bank wire transfer. – A down payment of not more than 20% of the Not-to-Exceed (NTE) Price may be payable against respective Contractor's invoice issued			

	<p>to the Customer at least 14 calendar days in advance of expected Engine induction date.</p> <p>– Any known Shop Visit cost shall be payable balanced vs. NTE Price after completion of works and before redelivery of the Engine against respective Contractor's invoice issued to the Customer at least 14 calendar days in advance of expected Engine release date.</p> <p>Final Shop Visit cost balanced vs. NTE Price, and all cost not covered by the NTE shall be payable within 30 calendar days from a date of a respective Contractor's final invoice issued to the Customer after completion of works and redelivery of the Engine.</p>
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Turnaround Time, Days
Points Calculation Procedure for Criterion 1	<p>To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} - the best (lowest) of all the proposals of the participants; - S_{prop} - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 1	25
Name of Criterion 2	NTE Price, USD
Points Calculation Procedure for Criterion 2	<p>To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} - the best (lowest) of all the proposals of the participants; - S_{prop} - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.
Maximum number of points for criterion 2	75

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

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

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

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

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

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

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.6. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-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".

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

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

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

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

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

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

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

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

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

9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

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

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

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

10. Procedure for Examination, Assessment and Comparison for Requests to Participate in Procurement

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

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

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

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

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

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

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

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

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

- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
- e) existing information on the procurement bidder in the register of mala fide suppliers;
- f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
- g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
- h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

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

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

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

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

10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a

request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the request for quotations, request for proposals.

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

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 request for quotations, request for proposals and delivery of goods (performance of works, provision of services)			
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>			
Registered at the following address:			
<i>(state place of location address of legal entity/place of residence of individual)</i>			
proposes to conclude the agreement for			
<i>(state the subject-matter of the agreement)</i>			
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.			
Quote:			
Lot	Description	Turnaround Time, Days	NTE Price, USD
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:			
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)			
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;			
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ΦZ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".			
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 request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"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. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);</p>		
<p>11.3. 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 _____	
4. Appendices to the Bidder Questionnaire Form:	

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

Description of Document	Number of Pages									
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).										
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).										
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.										
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).										
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.										
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.										
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>										
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.										
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </td> <td style="width: 20%; vertical-align: top;"> _____ <i>(signature)</i> </td> <td style="width: 50%; vertical-align: top;"> _____ <i>(state initials, last name)</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> _____ <i>(DD)</i> </td> <td style="text-align: center;"> _____ <i>(MM)</i> </td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;"> _____ <i>(YYYY)</i> </td> </tr> </table>		Principal <i>(title of the Principal)</i> SEAL Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>		_____ <i>(DD)</i>	_____ <i>(MM)</i>			_____ <i>(YYYY)</i>
Principal <i>(title of the Principal)</i> SEAL Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>								
	_____ <i>(DD)</i>	_____ <i>(MM)</i>								
		_____ <i>(YYYY)</i>								

Terms of Reference

Subject-matter of the procurement	Shop Visit for a CF6-80C2B1F Engine ESN 704819		
Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
Performance of a Shop Visit for a CF6-80C2B1F engine.	ea	1	No
Delivery place of goods, performance of works and provision of services (address)	In the territory of a foreign state		
Dates or schedule of shipment/delivery of goods, performance of works and provision of services	January 2018 through April 2018		
Requirements for acceptance of goods, work, service	Engine certification upon Shop Visit completion shall be in accordance with EASA and FAA rules		
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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<p>Within 30 days upon Engine release, the 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 LRU&QEC. Electronic format documentation on CD/DVD or other media will be acceptable. A printed Shop Visit Minipack should be provided to the Customer within 10 days after Engine release date.</p> <p>Since the Engine is intended for use on Customer's foreign-registered commercial aircraft, the Engine, its maintenance & repair, and associated records must comply with international (EASA/FAA) requirements and regulations; hence, the State standards of the Russian Federation are not applicable.</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	Engine transportation to the repair location and back, insurance, customs fees - shall not be included in the Not-to-Exceed Price of the Sop Visit.		

Customs Union, etc.	
Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	<p>A guaranteed EGT Margin shall be at least 45°C at the test cell run after the Shop Visit. The Contractor shall monetarily compensate for each °C below the guaranteed EGTM. In addition, in case EGTM is 10°C or more below the guaranteed EGTM, the Contractor shall re-induct the Engine at its sole cost.</p> <p>Warranty terms:</p> <p>Contractor shall guarantee minimum 6000 EFH or 18 months, whichever comes first, of the Engine operation free of any defects in workmanship arising from the performed Shop Visit workscope.</p> <p>Each Engine Part or unit supplied, repaired/overhauled by Contractor, its vendors and subcontractors and installed on/in the Engine will have warranty after the Engine release date:</p> <ul style="list-style-type: none"> - 4000 EFH or 12 months, whichever comes first, for new parts, and - 3000 EFH or 12 months, whichever comes first, for repaired/overhauled parts.
Other necessary information or additional requirements	Please refer hereunder.

1. Terms, Conditions and Procedure of Payment

1.1. Payment shall be via bank wire transfer.

1.2. Invoicing and payment terms:

- A down payment of not more than 20% of the Not-to-Exceed (NTE) Price may be payable against respective Contractor's invoice issued to the Customer at least 14 calendar days in advance of expected Engine induction date.
- Any known Shop Visit cost shall be payable balanced vs. NTE Price after completion of works and before redelivery of the Engine against respective Contractor's invoice issued to the Customer at least 14 calendar days in advance of expected Engine release date.
- Final Shop Visit cost balanced vs. NTE Price, and all cost not covered by the NTE shall be payable within 30 calendar days from a date of a respective Contractor's final invoice issued to the Customer after completion of works and redelivery of the Engine.

2. Shop Visit timeframe

2.1. The Shop Visit shall start on or about 30 JAN 2018.

2.2. Agreed Shop Visit turnaround time (TAT) shall not exceed 65 calendar days.

2.3. The Contractor shall credit to the Customer 1 (one) percent of the total Shop Visit cost for each day of the agreed TAT exceedance, without limitation of the total credit sum, regardless was such exceedance caused by a direct Contractor's fault, or by a fault of any of third parties engaged by the Contractor.

3. Major requirements for the Shop Visit commercial proposals.

3.1. Bidder's commercial proposal for Shop Visit shall be prepared based on a NTE-pricing model and the requested Workscopes, ref: Annexes 1 and 2

3.2. The NTEP for the Engine shall cover:

3.2.1. Labor and Services:

- Engineering support services such as Workscope customization, SB evaluation and implementation recommendation.
- Engine incoming inspection.
- Engine Components removal and reinstallation (including LRU, QEC).
- Engine disassembly.
- Engine Modules disassembly (where applicable per Workscope).
- Cleaning, Non-Destructive Testing and inspection of Engine Parts.
- In-house Engine Parts repair (including LLP) where Contractor MRO has in-house capabilities.
- Outsourced Engine Parts repair (including LLP)
- Labour for parts replacement including labor for replacement of LLPs.
- Labour and material for SB and AD as required per Workscope.
- Labour and material for incorporation of Cat 1 through 3 SBs if applicable.
- Module balancing and reassembly and Engine final assembly.
- Engine gas path wash (if required).
- Engine performance test cell run (preparation and performance of the test and Engine components operational check during Engine performance test run).
- Engine post-test borescope inspection (with video recording), final inspection and preparation of Engine documentation.
- Engine Preservation.
- Preparation for shipment.
- All additional works resulting from Workscope and inspection but not leading to the Workscope extension.
- Any handling charges incurred in connection with the Shop Visit.

3.2.2. Material, including:

- Repair or scrap replacement of all (100%) airfoil material, including HPT blades and vanes, as required per Workscope and Manufacturer manuals (WSPG, ESM etc.) and applicable handling fees.
- Exchange Engine Parts and applicable handling fees.
- All required Consumables & Expendables.
- Parts and materials for all additional works resulting from Workscope and inspection and applicable handling fees.
- Oil & Fuel used for Engine test cell run.
- Engine Parts shall be subject to Engine Lessor's approval. The Contractor shall

provide paperwork for review for all serialised parts and high cost parts including but not limited to Fan Blades, major casings, HPT Blades, HPT Shrouds, HPT NGVs, LPT NGVs, LPT Blades and Vanes (depending on Lessor's requirements). In case Lessor does not approve parts for any reasons (missing paperwork etc.), the Contractor shall continue the search of applicable parts and propose other options for review. The Customer shall have a right to purchase from the market supply any parts by its own and the Contractor shall deduct the actual cost of such Customer-furnished parts from the final Shop Visit invoice.

3.2.3. Components:

- Labour and Material for Engine accessories and components including QEC removal, installation, maintenance and/or repair. Workscope (visual inspection, bench test or overhaul) should be in accordance with WSPG and the Annexes 1 and 2 hereto.
- Any handling charges incurred in connection with repair of the accessories and QEC.

3.3. The following shall be excluded from the NTEP:

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

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

3.5. Time & Material rates for all works not covered by the NTEP shall not exceed:

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

3.6. Material Support

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

3.7. A guaranteed EGT Margin shall be at least 45°C at the test cell run after the Shop Visit. The Contractor shall monetary compensate for each °C below the guaranteed EGTM. In addition, in case EGTM is 10°C or more below the guaranteed EGTM, the Contractor shall

re-induct the Engine at its sole cost.

3.8. Warranty terms: Contractor shall guarantee minimum 6000 EFH or 18 moths, whichever comes first, of the Engine operation free of any workmanship defects arising from the performed Shop Visit workscope.

Each Engine Part or unit supplied, repaired/overhauled by Contractor, its vendors and subcontractors and installed on/in the Engine will have warranty after the Engine release date:

- 4000 EFH or 12 months, whichever comes first, for new parts, and
- 3000 EFH or 12 months, whichever comes first, for repaired/overhauled parts.

4. Additional requirements for the Shop Visit

4.1. A successful Contractor for the Shop Visit must:

- have been trading internationally for not less than 10 years as a major EASA and FAA - certified CF6-80C2 overhaul specialist shop;
- have a demonstrable experience of not less than 30 CF6-80C2 SVs (of workscope similar to, or higher of, the subject one) completed over last 3 years;
- have in-house capabilities of engine modules repair according to the subject workscopes;
- have a local immediately available stock of materials to support the Shop Visit, including a complete set of parts (incl. Airfoil material) sufficient to cover up to 100% scrap of the relevant Engine Parts;
- have in-house engine testing facilities including a fully capable test rig

4.2. Within 30 days upon Engine redelivery date, the full and complete set of Shop Visit paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all LRU&QEC. Electronic format documentation on CD/DVD or other media will be acceptable. A printed Shop Visit Minipack should be provided to the Customer within 10 days after Engine redelivery date.

4.3. All Engine parts scrapped in course of the Shop visit shall remain the property of the Customer, and shall be stored at Contractor's facility free of charge for not less than 12 months after corresponding Engine redelivery and until additional notification by the customer.

4.4. Engine storage at the Contractor's facility after any of Shop Visits shall be free of charge for up to and including 30 days after the Engine release date.

4.5. Engine transportation to and from the Contractor's shop location shall coordinated with Customer's Logistics Department in advance of Engine dispatch.

4.6. For the purposes of Engine transportation from Moscow Vnukovo Internarial Airport to the Contractors' shop and back, upon Customer's request and subject to availability of that, the Contractor shall provide the Customer with an appropriate engine transportation equipment (base & cradle) on a free-of-charge basis, for the period not exceeding 30 calendar days for either direction of Engine transportation.

5. Acceptability of Contractor's contractual documentation

5.1. A bidder shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.

6. Applicability of the Russian Federation State standards

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

7. Engines records access

7.1. The current technical records for datum Engines are accessible via Rossiya Airlines Cloud storage: <https://files.rossiya-airlines.com/index.php/s/k4LjOeWSfTYDIII>

Password: 704819

Annex 1 Shop Visit Workscope

Operator: "Rossiya Airlines" JSC

Removal reason: HPT stg.1 blade tip destruction

TTSN: 61046:43 TCSN: 9751

EGT Margin at removal: 20°C

Last SV: 03.08.2010 JAL

Engine Receiving Inspection:

- Engine, Stand and cover visual inspection and photographing before induction.
- Incoming inspection according to GE WSPG Rev. 21, Oct 01 2014

PMA/DER: Subject to customer's prior approval, except for HPT1 Blades. Existing PMA/DER are acceptable. Report findings.

Maintenance C-Letter check: Yes

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

After Test Cell Run preserve for 365DY

Release: CF6-80C2B1F, EASA/FAA Release Certification

GROUP NAME ATA	MOD.S/N TSO / CSO	BUILD GROUP TASKS
Engine 72-00-00	704819	Performance level workscope Perform: All AD which require action at each piece-part opportunity AD 2009-04-10 Critical rotating parts (if piece part exposed) AD 2012-03-12 No. 3 bearing packing AD 2013-08-20 Bracket and Spray Shield replacement AD 2014-21-01 Fuel Manifold replacement AD 2016-08-10 (SB 72-1520) Accessory heat shield SB's: see module worksopes
Fan Module	01X unk	Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-01 Separate Fan from Core. SB 72-1374 Inspection of Fan Inner Liner Brackets (if

		pre-SB 72-1223). AD 2012-03-12, SB 72-1405 No.3 bearing packing. SB 72-1506 Insp of Fan Mid Outer Liner
Fan Rotor 72-21	21X unk	Performance level workscope ref. GE WSPG rev 21. Remove Rotor Assembly, de-blade Stg 2-5. Main Inspection level 72-00-21 Do not separate Fan Disk & 2-5 Spool. Fan Blades: Remove and OVH all Blades Stg 2-5: OVH all Spinner Cone: OVH SB 72-1401 BRG 1 Oil Manifold O-ring removal
Fan FWD Case 72-22	22X	Do not remove Inspection iaw ref. 72-00-01, 72-00-22 for exposed areas.
Fan Frame / Case 72-23	23X unk	Do not remove Inspection iaw ref. 72-00-01, 72-00-23 for exposed areas.
FWD Mount	unk	Do not remove Minimum level workscope ref. GE WSPG rev 21. Visual inspection iaw ref. 71-21-01 for exposed areas.
Fan Mid Shaft 72-24	24X unk	Do not remove Inspection iaw ref. 72-00-01, 72-00-24 for exposed areas. Check CVT looseness
Fan Booster Stat 72-25	25X unk	Minimum level workscope ref. GE WSPG rev 21. Remove and split Booster Stator Steam clean the Stator halves with vanes in situ. Main inspection level 72-00-25. Check the wear of Thermal Spray Coating.
Core Module 72-00-02	02X unk	Performance level workscope ref. GE WSPG rev 21. Remove Core Module and disassemble to shop modules. Inspection level 72-00-02.
HPC Rotor 72-31	31X04949 unk	Performance level workscope ref. GE WSPG rev 21. Main Inspection level 72-00-31. De-blade but do not disassemble rotor drum. HPC Blades: OVH all Measure stacked HPC rotor run-out at inspection. Perform (if not PCW): SB 72-1143 R01 New HPC stage 10-14 locking lugs SB 72-1237 R00 New 3-9 locking lugs SB 72-1355 R01 New Stage 3 locking lug SB 72-1464 R00 HPC stg 6 locking lug HSG and Dynamic balancing of Rotor Assembly.
HPC Stator 72-32	32X04949 14895 / 3411	Performance level workscope ref. GE WSPG rev 21. Main Inspection level 72-00-32. HPC Vanes: OVH all. Replace VSV Stg IGV-5 bushings.

		Replace Stg 5 lever arms (SB72-1081). NOTE: Post SB72-475 Phase 2 Aero configuration.
CRF 72-34	32X04949 unk	Performance level workscope ref. GE WSPG rev 21. Remove module. Full disassembly. Main inspection level 72-34-XX. CRF case inspection level 72-00-34. Refurbish CDP Stationary Seal and Mini Nozzle honeycomb Seals Refurbish 4R and 5R Vent Seals. No. 4B, 4R & 5R Bearings, inspection level ESM 72-09-01.
Combustor 72-41	41X04948 unk	Overhaul workscope ref. GE WSPG rev 21.
HPT Stg 1 Nozzle 72-51	51X02689 unk	Overhaul workscope ref. GE WSPG rev 21.
HPT Module 72-00-03	HPT04949 unk	Performance level workscope ref. GE WSPG rev 21. Remove HPT major module, disassembly to Shop Modules.
HPT Stg 2 Nozzle 72-52	52X unk	Performance level workscope ref. GE WSPG rev 21. Remove module, full disassembly. Main inspection level 72-00-52. Route HPT Stage 1 and 2 Shrouds for Overhaul, 72-52-XX Restore honeycomb interstage stationary seals, 72-52-07 Route HPT Stg 2 nozzles for Overhaul, 72-52-XX HPT Case inspection level 72-00-52
HPT Rotor 72-53	53X unk	Performance level workscope ref. GE WSPG rev 21. Remove module, de-blade but do not disassemble rotor drum. Main inspection level 72-00-53 HPT stg 1 & 2 Blades : OVH all HPT stg 1 & 2 Blade retainers: OVH (FPI) HSG and dynamic balancing of HPTR assembly. Observe the status of SB 72-1195, if open inform customer for action.
LPT Module 72-00-04	04X04948 unk	Overhaul workscope ref. GE WSPG rev 21. Full Disassembly of LPT Module. Inspection level 72-00-04.
LPT Stator 72-56	56X04948 unk	Overhaul level workscope ref. GE WSPG rev 21. Remove module, Full disassembly, Inspection level 72-56-XX Perform (if not PCW): SB 72-0979 R03 LPT Interstage Seal Retainers (verify P/N, PCW ?) SB 72-1100 R00 New Interstage Seal Nut SB 72-1152 R00 LPT 4-5 nozzle rework (full set) SB 72-1153 R00 LPT Stage 5 Nozzles SB 72-1222 R00 Stage 1 & 2 LPT Nozzles Internal

		Aluminide Coating
LPT Rotor 72-57	57X04948 unk	Overhaul level workscope ref. GE WSPG rev 21. Remove module, Full disassembly, Inspection level 72-57-XX Perform : SB 72-1446 R00 LPT, Rework of stg 4 blade (if affected P/N) AD 2009-04-10 Critical rotating parts for affected parts.
TRF 72-58	GNZG0142 unk	Performance level workscope ref. GE WSPG rev 21. Remove module, Full disassembly for cleaning. Main Inspection Level 72-00-58 No.6R Bearing, inspection level ESM 72-09-01. TRF Oil tubes, Stationary Seal and Bearing Housing insp.level 72-58-xx Frame: inspection level 72-00-58. Perform: CESM 9 Clean Oil tubes & Nozzle. SB 72-1000 R04 TRF sump weld inspection, verify (marking near P/N)
AFT Mount	unk	Minimum level workscope ref. GE WSPG rev 21. Remove AFT mount. Inspect iaw AMM.
IGB 72-61	61X unk	Do not remove. Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-61 for exposed areas
TGB 72-63	63X06179 unk	Do not remove. Minimum level workscope ref. GE WSPG rev 21. Inspection iaw ref. 72-00-63 for exposed areas
Acc. Gearbox 72-65/66	65X02462 unk	Minimum level repair workscope ref. GE WSPG rev 21. Remove Module, Main inspection level 72-00-05, 72-00-65 for exposed areas. Perform: For AD 2016-08-10 Compliance: SB 72-1520 R01 Cat. 3 Rework of Accessory Heat Shield Assembly for TBC Protection Improvement SB 79-0082 R03 Oil tube & Bracket replacement. SB 79-0086 R03 Oil Press Transmitter HW rework and replacement. Pressure Check for AGB IAW 72-65-00.
QEC		Removed Tubes, Hoses & Brackets: Clean and GVC, ref. EM GEK 92451 or PPBM D6-35664 Removed Electric harness: Clean and Bench Check , ref. CMM or SWPM D6-54446

Annex 2 Accessories LRU&QEC Workscope

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

Further actions below.

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

Starter Valve	Overhaul
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Draft Agreement

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

RECITALS

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

1. DEFINITIONS

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

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

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

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

(b) Any reference in this Agreement to "Writing", or cognate expressions, includes a reference to any communication effected by an official telex, cable, facsimile transmission or any comparable means.

(c) The United Nations Convention on Contracts for the International Sales of Goods (Vienna, 1980) shall not apply to this Agreement, and all provisions thereat, express, implied or otherwise, which may or will have any effect on any of the terms and conditions herein are hereby expressly excluded.

2. OBLIGATIONS OF THE CONTRACTOR

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

3. OBLIGATIONS OF THE CUSTOMER

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

4. PRICING OF SERVICES

- (a) The Contractor shall charge and the Customer shall pay for the Services on the Engines. Such charges shall be in accordance with the pricing structure as set out in Appendix A.
- (b) The Customer shall deliver the Engine(s) for which the Customer requires the Contractor to perform the Services to the Facility in accordance with terms and conditions as stated in Appendix A and the following documents shall be delivered with the Engine in order for the Contractor to commence the performance of the Services required upon the receipt of the Engine at the designated Facility:
 - (i) A Repair Order for the Services required for the Engine stating the workscope to be performed; and
 - (ii) All available current and updated Engine documentation, which shall include the Engine logbook, modification compliance records and records of the life limited parts and engine accessory components installed and report/record of any reported defect.
- (c) Upon completion of Engine disassembly and inspection based on the workscope to be performed, the Contractor shall provide the Customer a Preliminary Cost and recommend, if any, additional workscope to be carried out in order for the Engine to meet Customer's, OEM's and applicable airworthiness authority requirements.
- (d) Within 5 calendar days from the receipt of the Preliminary Cost and additional workscope recommendation (if any), the Customer shall advise its approval or rejection as the case may be to proceed with the Services required.
- (e) In the event if the Customer has any intention to provide any Customer Supplied Material for the Services required, the Customer shall do so by advising its intention in writing identifying the parts and/or components it intend to provide during its approval to proceed as stated above.
- (f) The Customer shall at its own risks and cost provide all Customer Supplied Material to the Contractor at the designated Facility and the Contractor may impose a handling fee on the Customer Supplied Material.
- (g) In the event if the Customer does not advise its approval to proceed without any due cause within 15 calendars from the receipt of the Preliminary Cost, the Contractor may at its sole discretion remove the Engine from its production plan and upon the receipt of the Customer's approval to proceed uses its reasonable endeavor to reschedule the Engine back to its production plan as soon as possible and revise its turnaround time and estimated engine redelivery date accordingly.
- (h) Should the Customer decide not to proceed with the Services required or fail to respond to the Preliminary Cost within 30 calendar days from the receipt of the Preliminary Cost without any due cause, the Contractor shall suspend or terminate all work in progress services and invoice the Customer on all costs incurred, including but not limited to labor, material, subcontract repairs and freight and insurances charges.
- (i) Any cost incurred for the reassembly and redelivery of the uncompleted Engine, including the return of any parts and/or components removed from the Engine, in their as is where is condition, shall be charged to and paid for by the Customer.
- (f) In any event if the Customer terminates or cancels the Agreement and/or any work in progress repair order, the Customer shall indemnify the Contractor in full against all cost, losses and damages, including, without limitation, cost of all labor and materials used or purchased and all charges and expenses reasonably incurred by the Contractor as a result of such cancellations.

5. TURNAROUND TIME

- (a) Subject to the provisions of Clauses 4, 11 and 12 hereof, the Contractor shall endeavor to complete the required Services with a Turnaround Time of ___ calendar days.

6. MISSING AND DAMAGED PARTS

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

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

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

7. DELIVERY OF ENGINE

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

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

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

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

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

8. TERMS OF PAYMENT

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

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

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

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

All invoices shall be issued in United State Dollars and addressed to the Customer at:

ROSSIYA AIRLINES JSC
PILOTOV STREET 18/4
SAINT-PETERSBURG 196210
RUSSIAN FEDERATION

Attention: Veronika Agafonova, Head of finance department for continuing airworthiness

Email: amd9@rossiya-airlines.com

Tel: +7 812 6 333 999 ext. 7144

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

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

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

- (i) terminate this Agreement forthwith or postpone / suspend any performance of the Services;
- (ii) allocate any payment made by the Customer to such of the Services as the Contractor thinks fit.

If the Contractor fails to provide invoices in time as stated in clause 8(a), payments may be rescheduled for such periods. In such case the Contractor shall not postpone / suspend performance of the Services and/or release of the Engine.

(d) Should the Contractor fail to fulfil its obligations prepaid hereunder within 90 days from the date of the prepayment due to any reason other than force majeure or the Customer's fault, it shall return the amount prepaid by the Contractor plus by way of damages 0,01% of the prepayment per each day starting from the date of money transfer through the day of return of the prepayment inclusively limited to a total maximum of 1% of the associated prepayment in full and final settlement of any claim for delayed shipment

(e) If the Customer disputes any part of an invoice, then the Customer shall advise the Contractor of any dispute on the invoiced amount within ten (10) calendar days upon receipt of the invoice.

(f) Customer shall not use the invoices provided by the Contractor under this agreement for any CML claims with the OEM.

(g) Bank details of the Customer (for reference):

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

SWIFT: SABRRU2P

Acc. № 40702840455000000096

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

SWIFT: IRVTUS3N

9. WARRANTY BY CONTRACTOR

(a) A guaranteed EGT Margin shall be at least 45°C at the test cell run after each Shop Visit. The Contractor shall monetary compensate at the rate of _____ USD for each °C below the guaranteed EGTM. In addition, in case EGTM is 10°C or more below the guaranteed EGTM, the Contractor shall re-induct the Engine at its sole cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. WARRANTY BY CUSTOMER

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

11. FORCE MAJEURE

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

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

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

12. DELAYS BY THE PARTIES

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

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

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

(b) If the Engine is returned by the Contractor to the Customer after the agreed Turnaround Time as specified in Clause 5, regardless such delay is due to the Contractor's, or any of its sub-contractors or suppliers, fault, the Contractor shall pay to the Customer a penalty for late redelivery

of the Engine at 1% (one per cent) of the total Engine repair cost per each calendar day of a delay, without limitation of the total penalty amount.

13. COMPLIANCE WITH LAWS

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

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

14. TAXES

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

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

15. DURATION AND TERMINATION

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

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

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

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

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

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

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

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

(c) For the purposes of Clause 15(b)(i), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance provided that time of performance is not of the essence.

(d) Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

- (e) The rights to terminate this Agreement given by this Clause 15 shall not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.
- (f) Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.
- (g) In addition to Clause 15(f), the Contractor shall be entitled to be paid for all Services-in-progress and sub-contractors' commitments as at and including the date of termination of this Agreement.
- (h) Any termination under this Clause 15 shall discharge the parties from any liability for further performance of the Agreement except for work-in-progress at the date of effective termination of this Agreement which, at the choice of the Contractor, may be completed by the Contractor and paid for by the Customer.

16. REMEDIES

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

17. LIABILITY AND INDEMNITY

- (a) The Customer agrees to indemnify the Contractor and its employees against third party claims for injury, death or property damage arising out of or in connection with the Services to be provided by the Contractor under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Customer or its employees.
- (b) The Contractor agrees to indemnify the Customer against third party claims for injury, death or property damage arising out of or in connection with the Services to be provided by the Contractor under this Agreement, to the extent caused by the gross negligence or willful misconduct of the Contractor or its employees.
- (c) Subject to Clause 17(e) below, the Contractor shall be responsible for the repair cost or the cost of the replacement item, with respect to the engine unit provided to the Contractor for servicing, to the extent the unit suffers property damage that was caused by the negligence or wilful misconduct of the Contractor.
- (d) Notwithstanding any other provision in this Agreement, and regardless of whether the claim is in contract, tort or other form of action, including without limitation negligence of Parties or their employees or subcontractors, in no event whatsoever shall the Parties be liable under this Agreement for any (a) loss of use, revenue or profit, or loss of goodwill or business opportunity; or (b) indirect, incidental or consequential losses or damages, in any way arising out of or in connection with this Agreement or the Services to be provided under this Agreement.
- (e) Notwithstanding any other provision in this Agreement, and regardless of whether the claim is in contract, tort or other form of action, including without limitation negligence of Contractor or its employees or subcontractors, in no event shall the Contractor's total and cumulative liability under this Agreement exceed the aggregate of all sums received by the Contractor from the Customer for the Services provided to the affected Engine.

18. CHOICE OF LAW AND ARBITRATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of England.
- (b) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled through friendly consultations between the parties. In case a dispute cannot be settled amicably within 14 days after written

notice by a party requesting amicable settlement, the dispute shall referred to and finally resolved by arbitration in London, England in accordance with the Arbitration Rules of the International Chamber of Commerce. The language of the arbitration shall be English.

19. NOTICES

(a) Any notice to be served on either of the parties by the other shall be in English and in writing and shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee within seven (7) days of posting.

(b) Any notice or other communication shall be deemed properly sent if it is sent by hand, express courier or under registered mail cover to:

i) if to the Contractor:

Attention : _____

ii) if to the Customer:

ROSSIYA AIRLINES JSC
PILOTOV STREET 18/4
SAINT-PETERSBURG 196210
RUSSIAN FEDERATION

Attention: Technical Director

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

20. HEADINGS

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

21. VARIATION OF AGREEMENT

(a) No variation of the terms of this Agreement shall apply unless such variation shall have first been expressly accepted in writing by the Contractor and the Customer respectively (without prejudice to the set forth in 19(c)).

(b) In the event of conflict between Purchase/Repair Order and this Agreement, the terms and conditions of this Agreement shall prevail.

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

22. SEVERABILITY

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

23. LANGUAGE OF THE AGREEMENT

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

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

24. NO WAIVER OF RIGHTS

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

25. ENTIRETY OF AGREEMENT

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

26. SCRAPPED PARTS AND DISPOSAL

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

(b) All Scrapped Parts shall remain the property of the Customer.

(c) All Scrapped Parts shall be stored at Contractor's facility free of charge for not less than 12 months after corresponding Engine redelivery and until additional notification by the customer.

27. SUBCONTRACTING

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

28. ANTI-CORRUPTION CLAUSE

(a) While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

(b) If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 28(a), the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 28(a) by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the

violation did not happen or will not happen. This confirmation should be directed within ____ (_____) calendar days from the date of receipt of the written notification.

(c) In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 28(a), the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of ____ (_____) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to ____ (_____) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

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

Signatures of the Parties:

APPENDIX A.

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

Shop Visit Workscope:

Modular WS:

Accessories & QEC WS:

NTE Price inclusions:

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

NTE Price exclusions:

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

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

Man-Hour Rate : _____

Material Handling Charge _____
with a cap of : _____

...

Subcontract Handling Charge _____
with a cap of : _____

Signatures of the Parties:

OWNERS/BENEFICIARIES INFORMATION FORM

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

Authorized representative of _____