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

Approval date	05	12	2017

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	05	12	2017	MSK
Date and time for the request receiving completion	21	12	2017	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	05	12	2017	
Completion date for providing clarifications on procurement documents	15	12	2017	
Specifying the features of participation	”Not applicable”			
Option to submit an alternative offer	“Not applicable”			
Option to engage co-contractors/subcontractors	“Not applicable”			
Distribution of the total scope of procurement between the procurement parties	“Not applicable”			
Subject-matter of the procurement	Repair of 3 Auxiliary Power Units (APU) APS3200			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)	Repair of 3 Auxiliary Power Units (APU) APS3200				
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1 140 000	USD	3	Pieces	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)	Repair shop APU winner				
Term and Payment Procedure for Goods (Work. Service)	The 30% of estimated invoice shall be paid during 15 days after APU induction, but prior to release of APU. Such invoice shall be sent to				

	the Customer on the date of APU induction. 70% of estimated invoice shall be issued after the repair is completed and APU is redelivered to the Customer. This invoice shall be paid during 15 days from the date of invoice. If the Provider fails to provide invoices in time, payment date shall be rescheduled for such period. In such case the Provider shall not postpone the release of the APU. Final invoice shall be agreed by Parties and paid within 60 days from the final invoice receive date." Invoice copies shall be sent to Customer by electronic means to the following address amd9@rossiya-airlines.com. Given that invoices will be sent by electronic means, it will be considered that an invoice receipt date is the same as the invoice sending date. If any part of the invoice is disputed, payment shall be made against the undisputable sum. Payments shall be mailed to the “Remit To” address identified on the invoice. Payments shall be made by wire transfer in US Dollars (USD)
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable

Assessment and Comparing Criteria of Quotes

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Criterion 1 NTE price of APU shop visit	To calculate the number of points using the formula: Sbaz/Spredl x K1 where: Sbaz - assumed to be the lowest APU NTE price among of the proposal provided; Spredl – APU NTE price of the individual Participant; K - the maximum number of points assigned to the criteria;	K1=80
Criterion 2 Time and Material rates	“Time and Material rates”. The estimation of compliance suggested rates “Time and Material rates” with Rates indicated in Appendix 7. The Bidder proposal, which contains ALL RATES identical rates, mentioned in the Appendix 7 or better rates (rates with lower handling fees, mark-ups, caps and values) then such proposal will receive the maximum value of this criterion. If a Bidder proposal related to “Time and Material Rates” is higher for ONE or SOME RATES than mentioned in the Appendix 7 then such proposal will receive 0 (zero) points as estimation encourage for this criteria.	K2=15
Criterion 3 Turn	A guaranteed turnaround time (TAT)To calculate the number of points using the formula: Sbaz / Spredl x K3	K3=5

around Time	where: Sbaz - assumed to be the lowest TAT among of the proposal provided; Spredl – proposed TAT of the individual Participant; K - the maximum number of points assigned to the criteria;	

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-ФZ 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 my recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.
9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.
9.5. A request shall be provided for each lot separately.
9.6. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

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

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

10.1. Requests for participation in procurement shall subject to two-stage check:
Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;
Stage two – is an assessment stage of requests passed the pre-qualification stage.
10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:
10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.
10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.
10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.
10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.
The request of the procurement bidder may also be waive in the following instances:
a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
e) existing information on the procurement bidder in the register of mala fide suppliers;
f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
h) existing other adverse information identified by the results of the check.
10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.
10.5. If procurement documentation provides for two or more lots, a request for quotations shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.
10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.
10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.
10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.
10.10. The Winner in the request for quotations, request for proposals.
10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.
10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.
If more than one requests for participation in the request for proposals include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.
10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.
10.13. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.
10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.
Should the bidder which offered the same price in the quotation request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the request for quotations shall be recognized failed.
10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.
10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.
10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.
10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.
10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer.
To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

12. Closing Provisions

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

Appendices:
Appendix 1: Request Form for Participation in the Procedure
Appendix 2: Bidder Questionnaire Form
Appendix 3: Terms of Reference
Appendix 4: Draft Agreement

Appendix 1

to Procurement Documentation

Request for Participation[1]
In the Procurement Procedure:

(state the name of the procurement procedure, procedure number if necessary lot number)

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)

(state full name of legal entity/last name, first name, patronymic of individual)

Registered at the following address:

(state place of location address of legal entity/place of residence of individual)

proposes to conclude the agreement for

(state the subject-matter of the agreement)

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:

NTE price of APU shop visit	*Time and Material rates*	*Turn around Time*

Agreement price will be _____ .

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-ФZ 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”.

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

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.
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.
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.
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.
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.
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.
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.
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].
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: 11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2; 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); 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.

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.

Appendix 2
To Procurement Documentation

BIDDER QUESTIONNAIRE FORM[2]
Procurement Procedure

(state the name of procedure)

Procedure No. _____ **Lot No.** _____
(state the procedure number) *(state the lot number)*

(state full name of entity in accordance with the Articles of Association and legal organizational form)

(state abbreviated name of the entity in accordance with the Articles of Association)

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] _____

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

OKPO _____ OKVED _____	

4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding 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 _____

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

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

Principal _____

(title of the Principal) *(signature)* *(state initials, last name)*

[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

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SEAL

Date of Issuance _____ _____ _____

(DD) *(MM)* *(YYYY)*

Terms of Reference

Repair of 3 Auxiliary Power Units (APU) APS3200

All requirements specified in points 1…6 of this RFP must be fully accepted by Bidders without any changes, deviations, exclusions and/or interpretations. The submittal of a commercial proposal for Participation in this RFP by a Bidder shall continue the agreement with all the requirements of this RFP.

If there is a valid contract between the Customer and the winner of the procurement procedure, the Customer has the right to conclude a specification/amendment/additional agreement/annex/appendix/other document to the valid contract which should contain the name and the price of lot (s) and the time of delivery (provision of services, execution of works).

Terms of commercial proposal (NTE price per each APU, Time and material rates and Turn around time) MUST BE INCLUDED STRICTLY IN FORM 1 Application for Bidding in the public request for proposal. ANY EXCLUSION, CLARIFICATION, COMMENTS, SPECIFICATION OR ANY ADDITION, GIVEN BY A BIDDER OUTSIDE FRAME OF FILLED ABOVE MENTIONED FORM 1 WILL NOT BE REVIEWED AND TAKEN INTO ACCOUNT

1. Terms, Conditions and Procedure of Payment

1.1. Payment shall be arranged by wire transfer.

Invoicing and payment terms: The 30% of estimated invoice shall be paid during 15 days after APU induction, but prior
to release of APU. Such invoice shall be sent to the Customer on the date of APU induction.

70% of estimated invoice shall be issued after the repair is completed and APU is redelivered to the Customer. This invoice shall be paid during 15 days from the date of invoice. If the Provider fails to provide invoices in time, payment date shall be rescheduled for such period. In such case the Provider shall not postpone the release of the APU.

Final invoice shall be agreed by Parties and paid within 60 days from the final invoice receive date." Invoice copies shall be sent to Customer by electronic means to the following address amd9@rossiya-airlines.com. Given that invoices will be sent by electronic means, it will be considered that an invoice receipt date is the same as the invoice sending date. If any part of the invoice is disputed, payment shall be made against the undisputable sum.

Payments shall be mailed to the “Remit To” address identified on the invoice.

Payments shall be made by wire transfer in US Dollars (USD)

2. Request, timeframe and general information

2.1. Accomplishment of 3 (three) repairs of APS3200 APU model installed on the A320 family aircraft with a main base at the airport Pulkovo, Saint-Petersburg. The estimated completion date is December 31, 2018.

2.2. All proposals shall be estimated per following estimation model:

Not To Exceed (NTE) refer to workscope for each APU.

2.3. APU shop visit program start period (estimated): from December ___, 2017.

3. Requirements for Participant

All Participants should have capability for accomplishment of requested workscope for APS3200 APU model under EASA Part 145 and FAA Part 145 certificate.

4. Major requirements for proposal

4.1. The proposal shall be provided to cover all of 3 (three) scheduled APU repairs is to be estimated per Not To Exceed (NTE) cost estimation model refer to the following workscope for each APU:

- *Load compressor – module refurbishment;*
- *Power Section – module refurbishment;*
- *Gearbox – module refurbishment;*

The Customer may designate the Bidder with the best proposal as the ***Provider*** for the requested three (3) shop visits. After review of bidders proposals solely upon its own determination the Customer may elect to invite Participants to an additional round of bargaining. To take Part in this additional bargaining, if it's announced, Participants have right to present a better proposal. Notification about an additional round of bargaining will be made using an electronic trading platform. New proposals shall be provided in the same way as previous ones. The price of the new proposals will be considered as final proposal of a Participant.

The draft of a frame agreement is attached to this request and must be accepted by the Bidder in whole.

4.2. Proposal per Not To Exceed must meet following conditions per the workscope:

4.2.1. without any exception and exclusion:

- Labor and engineering support for requested workscope;
- APU receiving, incoming inspection, borescope inspection and inventory check;
- APU disassembly, cleaning, inspection, non-destructive testing, repair and APU reassembly;
- In-house or subcontract repair, overhaul, restoration, reconditioning and refurbishment of APU Parts, including all materials and Labor;
- All material handling charges (including subcontracting) and exchanged APU Parts applicable fee Part;
- Repair of Life Limited Parts (LLP);
- Labor for LLP replacement;
- Scrap replacement of APU Parts and applicable handling fees (all scrap material shall be kept until further Customer decision);
- Accomplishment (including materials) of mandatory Service Bulletins (SBs) and Airworthiness Directives (ADs);
- Consumable, expendable materials and related fees;
- Certification of APU per EASA Part 145 and FAA
- Maintenance of APU Components according to workscope defined in the Section 4 article 4.2.4;
- Exchange of the parts required to be in compliance with target TAT
- All additional works and materials, which are required to rectify all findings resulting from inspection in accordance with workscope.

- APU outgoing test cell (including all fluids), outgoing inventory check, final inspection, preservation and preparation for shipping;
- Storage of APU up to and including 30 days after APU release date;

4.2.2 Not To Exceed Exclusions:

1) FOD event. See the Section 4 article 4.3 for processing FOD event.
2) DOD event. See the Section 4 article 4.4 for processing DOD event
3) Mishandling, misuse, accidents or incidents such as, but not limited to, operations exceeding the specifications in the manufacturer's manual;
4) LLP replacement in accordance with the required Minimum Build Standard 15 000 cycles to go (CTG) per each APU;
5) Components and APU Parts that are deemed Beyond Economical Repair (BER), when repair cost is equal to or greater than 65% of CLP;
6) Missing APU Parts or APU Components.

4.2.3. Warranties:

1) For the workmanship, ***Provider*** shall guarantee a minimum of 2500 APU hours/cycles or 18 months of APU operation whichever comes first from the APU release date, including all damages occurred related to failure event;

2) Each Part or unit supplied, repaired/overhauled by ***Provider***, by its vendors and subcontractors then installed on/in the APU will have warranty after APU release date including all damages occurred related to failure event: for new Parts 2500 APU hours/cycles or 18 months, for repaired/overhauled Parts 1500 or 18 months whichever comes later.

4.2.4. The following component (LRU) maintenance shall be included in NTE price, including Labor and materials:

#	APU Component	Reference Part Number	Workscope
1	Magnetic plug	179366-1/4950841	Continuous Time
2	Electric Delta P Indicator (Oil Filter)	179349-1	Continuous Time
3	De-Oil Solenoid Valve	756722B	Serviceability Review
4	Speed Sensor	4950009	Continuous Time
5	Compressor Air Temperature Sensor	4950014	Continuous Time
6	Thermocouple	4950597-1/4950597-2	Continuous Time
7	Air Inlet Pressure/Temperature Sensor	4950036	Serviceability Review
8	Low Oil Pressure Switch	4951985	Serviceability Review
9	Ignition Cable	4950581-1/4950581-2	Continuous Time
10	Bleed Air Pressure Sensor (Delta P)	4952590	Continuous Time
11	Electric Delta P Indicator (Scavenge Oil)	5908954	Continuous Time
12	Oil Temperature Sensor	5909073	Continuous Time
13	Oil Level Sensor	5909849	Continuous Time
14	Drain Valve	179543-1	Continuous Time
15	Engine Harness	4506061	Continuous Time
16	IGV Actuator	4504086	Continuous Time
17	Bleed Control Valve	4100837G	Serviceability Review
18	Cooling Fan/PMG	4101099	Repair
20	Fuel Control Unit	4500039F	Serviceability Review
21	Pilot Nozzle	4501089A	Serviceability Review
22	Main Nozzle	4501230A	Serviceability Review
23	Flow Divider	4501259	Serviceability Review
24	Exciter	4950000	Serviceability Review
25	Starter Motor	4952164	Repair
26	Oil Cooler Assembly	4951652	Serviceability Review
27	Identification Module	171816-100	Serviceability Review
28	Clutch Assembly	756669	Serviceability Review
29	Pilot Fuel Manifold	4950810	Serviceability Review
30	Main Fuel Manifold	4950811	Serviceability Review

4.2.5. APU Parts provided and installed by maintenance ***Provider***:

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

2) All Parts proposed (other than new) for installation shall be certified by the OEM APU Shop Manual. If contractually maintenance ***Provider*** must provide a replacement Part due to Inclusions in the NTE then replacement Part offered must meet this requirement. Maintenance ***Provider*** has no rights to skip it or make a decision at its own.

3) Back to Birth Records of Used LLPs offered must ultimately meet following requirements:

   a) each LLP offered meet the conditions of aviation authorities;

   b) there shall be a proof of origin for LLP offered;

   c) includes Life Limited Part Maintenance Record sheet and Life Limited Part log;

   d) Non-incident/non-accident statements (NIS);

   e) the latest certificate of serviceability (EASA Form 1 or dual releases);

   f) Compliance all Manufacturer Requirement Storage statement for the LLP offered if Part was stored more than 3 months since the last certification;

4) No DER or PMA Parts are allowed for installation onto/into the APU

4.3 FOD influence on the NTE

In case of FOD event, the NTE shall be reasonably reduced and agreed with Customer for the APU Parts impacted and then all these Parts shall be charged on Time and Material basis. Reduction of the NTE for the APU Parts impacted due to FOD is applicable if they are initially included in the NTE offered.

4.4 DOD influence on the NTE

In case of DOD event, the NTE shall be reasonably reduced and agreed with Customer for the APU Parts impacted and then all these Parts shall be charged on Time and Material basis. Reduction of the NTE for the APU Parts impacted due to DOD is applicable if they are initially included in the NTE offered.

5. Material management

The Bidder is fully responsible for the material management and supply, including LLP's. The Minimum LLP Build shall be met without exception, and the Customer shall not be liable for any cost of the LLP cycle life above the requested Minimum Build Standard. The **Provider** shall return all the scrap material at a designated storage place at its cost with full documentation available.

6. Specific technical and formal requirements

6.1. APU certification shall be issued with dual release EASA and FAA, if not specified before APU induction;

6.2. After each shop visit a Shop Visit Report should be provided within 10 days after APU release date and Dirty Finger Prints should be provided within 30 days after APU release

date. Dirty Fingers Prints shall contain all records for APU and LRU, including verification of Airbus MPD tasks;

6.3. All scrapped Parts after each APU shop visit shall remain as property of the Customer and shall be stored free of charge until additional notification but not less than 12 months;

6.4. APU storage after shop visit shall be free of charge up to and including 30 days after APU release date.

6.5. ***Provider*** shall provide, upon request from Customer and pending availability, a lease APS3200 APU to Customer under standard bailment terms and conditions to be provided at the time of the lease in a separate APU lease agreement. Provision of a lease APU is subject to the express condition that Customer sends the removed unserviceable APU to ***Provider*** for repair, and to acceptance of the lease agreement provided by ***Provider***. Lease rate and maintenance reserves rates shall not exceed market value.

Lease APU shall meet following requirements at delivery:

1) The APU should have max. 1000 hours operating time since last performance restoration;
2) APU shall be with accomplished Airbus MPD C-check tasks. The status for each task shall be certified accordingly.
3) The APU shall not have any Open Deferred Items, limited interval of inspection of any APU Part, On-Watch items;
4) The APU should not have any DER/PMA Parts;
5) APU Certification per EASA or dual release EASA and FAA;
6) Full package of all historical documents and records
7) Borescope Inspection report;

Lease APU shall be in serviceable condition and met following requirements at redelivery:

(I) Documentation package at redelivery:
- Non-Incident Statement;
- LLP phase out Status;
- EASA Airworthiness Directives Status;
- No PMA DER statement;
- Certification for replaced components.
- Removal Tag.

(II) Condition at redelivery:
- “as is, where is with all faults” without any additional maintenance for return
- Preservation for 365 days

All Participants should have capability for accomplishment of requested workscope for APS3200 APU model under EASA Part 145 and FAA Part 145 certificate.

GOST RF is not applicable because the service will be provided in compliance with requirements of foreign manufacturer.

A participant shall have a valid EASA Part 145 and FAA Part 145 certificates for APU APS3200 repair.

Appendix 4
To Procurement Documentation

Draft Contract

GENERAL TERMS AGREEMENT

Maintenance, Repair and Overhaul for APS3200 Auxiliary Power Units (APU)

Between

“Rossiya airlines” JSC

and

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1. MAINTENANCE, REPAIR AND OVERHAUL AGREEMENT

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

(1) _____ with headquarters at: TBD (hereinafter referred to as ”**Provider”**),

(2) **“Rossiya airlines” JSC** with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the (hereinafter referred to as “**Customer**”),

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

1.1 PREAMBLE

Whereas, Customer is an organization in the business of aircraft operation such as, but not limited to the transport of air freight and passengers, and wishes to have APS3200 related services performed by ***Provider***; and

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

Whereas, Customer has selected ***Provider*** for the performance of the shop maintenance of APS3200 Auxiliary Power Units; and

Whereas, Customer and ***Provider*** desire to set forth the terms and conditions under which ***Provider*** will provide maintenance for the Customer’s APS3200 Auxiliary Power Units.

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

1.2 DEFINITIONS

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

Abuse	means any operation, line maintenance action, line maintenance testing or storage of an APU/LRU which is not in accordance with the applicable overhaul manuals and/or procedure manuals.
Accident	means any event as defined in the World Airlines Technical Operations Glossary (WATOG)
Airworthiness Authority	means EASA and FAA authorities.
Agreement	means this Agreement including all appendices, amendments, and Orders issued hereunder or otherwise in connection herewith.
APU	means Auxiliary Power Unit.
APU Cycle	means one (1) APU cycle beginning at the initiation of start-up of the APU, continuing through the duty cycle, and ending at shutdown of the APU.
APU Operating Hour	means each hour or part thereof elapsing from the moment operation of the APU is commenced until that operation of the APU is next shutdown. For purposes of all calculations under this Agreement measured in APU Operating Hours, such APU Operating Hours (or part thereof) shall be rounded off to the nearest minute.
BER	means Beyond Economical Repair a Part, an LRU, or an APU for which the repair cost estimate using the pricing conditions then in force is greater than 65% (sixty five percent) of the Part, LRU, or APU's then current OEM catalogue value, or market value whenever an OEM catalogue value is not available.
Catastrophic Failure	means when an APU suffers at least one major rotating component failure resulting in major damage to one or both core engine modules (load compressor and power section). Catastrophic Failure includes bearing failures and turbine blades shifting events.
DOD	means Domestic Object Damage, damage to Parts in the gas path of an APU caused by the failure of parts within the APU or APU system itself.
EASA	means European Aviation Safety Authority or any successor thereto.
Exchange Unit	means a serviceable Equipment transferred to Customer in return for a non-serviceable Equipment.
Equipment	means APS3200 APU and its associated LRUs, owned and/or operated by Customer.
Exchange Part	means each and any component furnished by ***Provider*** in substitution for an unserviceable component, which because of its repair cycle cannot be repaired within the Turn Around Time, or accessory of which it forms a part.
FAA	means the United States of America Federal Aviation Administration or any successor thereto.

FOD	means Foreign Object Damage, damage to any portion of an APU caused by an outside object or substance such as stones, hail, or de-icing fluid.
Incident	means any event of a technical or operational nature which may be considered to significantly affect the potential airworthiness of an Equipment (such as but not limited to aircraft hard landing, Equipment handling damage, or external damage caused to the Equipment while it is attached to an aircraft).
Light Repair (APU)	means external work only (electrical harness, LRUs, plumbing) or partial gearbox disassembly. Also called “quick turns” or “continue-time” units. Continue-time inspection criteria applies.
LRU	means Line Replaceable Unit, each and any component
Major Repair (APU)	means at a minimum, complete load compressor and power section disassembly where exposed detail parts are inspected per IRM requirements, to bring the APU to the current Modification Standard. Also called “heavy repair”.
Mandatory SB	means a Service Bulletin defined as Mandatory by OEM
Medium repair (APU)	means partial or complete load compressor disassembly only, partial or complete power section disassembly only or complete gearbox disassembly.
Normal Wear and Tear	means the condition of an Equipment having been subject to normal operation in line with the OEM manuals and excluding: Abuse, Accident, BER condition, Catastrophic Failure, DOD, FOD, Incident, damage caused by metal contamination of the lubrication system, shipping, handling, or other outside influenced damage, as well as any operation, service, maintenance, or repair which is not in accordance with OEM Service Bulletin, Service Information Letter, Manuals or other technical / operational documentation.
OEM	means Original Equipment Manufacturer the original manufacturer of an Equipment or Part.
Order	means any purchase order and amendments hereto issued pursuant to this Agreement including the Terms and Conditions herein.
Part	means any part of an APU or APU LRU.
Repair	means the return to serviceable condition of an Equipment, in accordance with the OEM Component Maintenance Manual, the OEM Illustrated Part Catalog (IPC), and the OEM Material Price List in force.
Rotable Pool	means a stock of ***Provider*** owned Exchange Units.
Service Bulletin	means the manufacturer’s service bulletin detailing the modifications and changes to be made to an APU, LRU, or any Part thereof at a particular time or stage in the life of the Equipment.
WPG	means Workscope Planning Guide - the document prepared by the Equipment OEM that provides guidelines for shop level maintenance requirements on the Equipment.

1.3 SCOPE OF THE AGREEMENT

The purpose of this Agreement is to provide Customer with the terms, conditions, and provisions upon and according to which ***Provider*** shall provide Time and Material repair services which will not exceed the NTE price(s) for Customer operated Auxiliary Power Units APS3200 and associated LRUs, hereafter referred to as the "Equipment".

1.4 OVERHAUL AND REPAIR SERVICES

1.4.1 Transportation, delivery configuration and shipping instructions

Transportation and delivery point

All units or components shall be delivered to ***Provider***, at the address indicated in Exhibit B.

APU or LRUs sent to ***Provider*** for repair shall be delivered by Customer according to Incoterm DAP (Delivered at Place as per Incoterms 2010) at ***Provider***.

Serviceable APU or LRUs after repair shall be delivered by ***Provider*** according to Incoterm EXW (Ex Works as per Incoterms 2010) at ***Provider's*** premises.

1.4.2 Services to be performed during maintenance

The services are to be performed by ***Provider*** on the Equipment, referred to hereafter as the "Services", will be on a Time and Material basis which will not exceed the NTE price(s) and shall include:

- All necessary Labor and material to restore the Equipment to a serviceable condition;
- Incorporation of Mandatory Service Bulletins (SBs) and Airworthiness Directives (ADs);
- Test run including fuel and oils;
- Repair of LRUs when coming attached to the APU

The Services will be performed in accordance with:

- OEM Engine Shop Manual (ESM)
- OEM Component Maintenance Manual (CMM);
- OEM Illustrated Part Catalog (IPC);
- OEM Material Price List in force.

1.4.3 Transfer of risk and title

Transfer of risk

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

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

Transfer of title

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

1.4.4 Requested information

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

- Notification of all useful information and data related to Equipment function or malfunction and circumstances of removal;
- Oil type used in the APU;
- Up-to-date APU Logbook (must accompany the Equipment upon delivery to ***Provider***);

- APU life limited parts (LLP) status at removal, if applicable;
- Repair Order.

1.4.5 Engineering support

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

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

1.4.6 Subcontracting

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

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

1.4.7 Scrap material

Scrap material removed from Customer's Equipment shall be identified by ***Provider*** and shall be reported to Customer in writing.

Provider shall then redeliver the scrap material with the repaired Equipment. In the absence of any written request from Customer to return the scrap material, the scrap material shall remain available for review for a period of 18 months after redelivery of the repaired Equipment, after which ownership of the scrap material will be automatically transferred to ***Provider*** for disposal and a scrapping fee of zero USD (0 USD) per APU shop visit will apply.

1.4.8 APU Turn Around Time (TAT)

The Turn-Around-Time (TAT) is the period of time required by ***Provider*** for the performance of the Services on Equipment in Normal Wear and Tear condition, and after which ***Provider*** shall deliver the Equipment back to Customer, not taking into account possible excusable delays as defined hereafter. The TAT begins on the first working day following the receipt date of the Equipment at ***Provider*'s** facility together with the requested information listed in article 1.4.4, and terminates on the day the Equipment is released as per article 1.4.11.
The applicable contractual TAT are quoted in 0.
The TAT excludes delays attributable to the Customer including but not limited to:

- Missing components;
- Missing or incomplete documentation;
- Time waiting for instructions/approval from Customer;
- Time Awaiting Payment;

1.4.9 TAT warranty

If Customer uses a ***Provider*** loan APU in replacement of an APU sent to ***Provider*** for repair or overhaul, and if the contractual TAT is exceeded (net of excusable delays) on the repaired or overhauled APU, then ***Provider*** will not charge Customer for the daily rental fee of the loan APU, starting on the last day of TAT. Customer will then only be liable for the loan APU maintenance fee.

In the event Customer uses a third party loan APU and if the contractual TAT is exceeded (net of excusable delays), ***Provider*** agrees to provide a replacement APU free of charge or to reimburse Customer for reasonable daily lease charges including in the event Customer acquires a loaned APU from a third party, starting on the last day of TAT.

1.4.10 Excusable delays

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

- Force Majeure events such as fires, floods, explosions, earthquakes, epidemics or quarantine restrictions, acts of Government, act of civil or military authorities, act of god or public enemy, embargoes, war or civil war, insurrections, riots, strikes or Labor troubles causing cessation, slowdown or interruption of work;
- Work on hold awaiting Customer information or decision;
- Delays of Customer to deliver the Equipment to the place of work or in supplying missing items provided that ***Provider*** has notified Customer of such missing items;
- Delays of Customer in execution of the payment terms;
- Inability after due and timely diligence to procure materials or parts;
- Unforeseen or unscheduled major repairs, or modifications;
- Delays of the required Aviation Authorities or OEM in approving the modification engineering order or a repair concession.

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

1.4.11 APU release

The Equipment will be released to Customer under an EASA Form 1 release certificate mentioning dual release with FAA regulations, after completion of the Services in ***Provider***.

1.4.12 Inspection and acceptance

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

1.4.13 Spare APUs

Provider shall provide, upon request from Customer and pending availability, a lease APS3200 APU to Customer under standard bailment terms and conditions to be provided at the time of the lease in a separate APU lease agreement. Provision of a lease APU is subject to the express condition that Customer sends the removed unserviceable APU to ***Provider*** for repair.

An outline of spare APU lease conditions is provided in Exhibit D. Lease rate and maintenance reserves rates shall not exceed market value.

1.4.14 When the event specified in Appendix D of the "Terms of Leasing of the APU Lease" is made, the certificate and written confirmation of the company status for the right of the actual beneficiary of income (FDP) must be provided to the customer prior to income payment. In the event of a change in status as the actual recipient of income (FDP), the Contractor shall notify the Customer in writing.

1.5 FINANCIAL CONDITIONS

1.5.1 Validity of prices

Prices are quoted in economic conditions for the year 2017, and are valid until December 31st, 2017. Thereafter, they will be adjusted in accordance with the price adjustment rules defined in article 1.5.11 below.

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

1.5.2 Labor

Basic Flat Rate Labor (B.F.R.L.)

The Basic Flat Rate Labor (B.F.R.L.) will be charged to cover the following tasks:

- APU receiving inspection (including borescope inspection as may be necessary);
- Disassembly;
- Cleaning;
- Non Destructive Testing;
- Inspection;
- Balancing of rotating components;
- Reassembly of APU components;
- Preparation for test bench;
- Undressing after test bench;
- Final inspection;
- Production or update of technical documentation;
- Preservation and preparation for shipment.

The applicable B.F.R.L. charges are specified in 0.

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

1.5.3 Labor Rate

Any Labor that is not subject to a flat rate schedule will be charged on a price per hour basis, as per the rate quoted in 0. This rate covers:

- Any and all repair schemes to salvage APU and accessories components, in accordance with the overhaul/repair instructions and procedures in the concerned manual;
- Airworthiness Directives and Service Bulletins embodiment;
- Engineering services;
- Repair of APU storage and transportation container.

1.5.4 Flat Rate Schedule for LRU Repairs

LRU repairs are subject to a flat rate schedule covering inspections, disassembly, repair, material, reassembly, and testing of the equipment's as required.

The LRU flat rate schedule is published by ***Provider***, and is updated on a yearly basis.

If a specific LRU repair does not have a flat rate pricing, the repair will be invoiced on a Time and Material basis using the parts pricing and the Labor rate then in force.

1.5.5 Parts Repairs and Subcontracting

Subcontracted work (as per the conditions set forth in Article 1.4.6), will be charged on the basis of the subcontractor's invoice plus a handling/administration charge as stated in Exhibit A.

1.5.6 Test

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

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

The applicable test run fees are quoted in 0.

1.5.7 Materials

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

All Parts proposed (other than new) for installation shall be certified by the OEM APU Shop Manual. If contractually ***Provider*** must provide a replacement Part due to Inclusions in the NTE then replacement.

New parts (APU parts and LRUs)

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

Used serviceable parts (APU and LRUs)

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

Standard Exchange Part (APU and LRUs)

For all standard Exchange Parts used, an exchange fee as set forth in 0 will apply. The exchange fee is based on the parts then current manufacturer's catalogue price, and is applied in addition to the repair charges on the removed parts.

Missing Items

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

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

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

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

Life-Limited Parts (LLP)

In case of replacement of LLPs in the APU, ***Provider*** shall apply its best efforts in installing used serviceable LLPs that meet Customer needs in terms of remaining potential. If for any reason a replacement LLP is considered for installation in an APU, Customer written

approval must be obtained before installation of the LLP. ***Provider*** shall provide Customer with all relevant paperwork and traceability for replacement LLPs, including a back-to-birth trace.

Back-to-Birth Records of Used LLPs offered must meet the following requirements:

- each LLP offered meet the conditions of aviation authorities;
- there shall be a proof of origin for LLP offered;
- includes Life Limited Part Maintenance Record sheet and Life Limited Part log;
- Non-incident/non-accident statements (NIS);
- the latest certificate of serviceability (EASA Form 1 or dual releases);
- Compliance all Manufacturer Requirement Storage statement for the LLP offered if Part was stored more than 3 months since the last certification;

New LLPs will be charged on the same basis as new material.

The ***Provider*** will use the following policy for replacing LLP's. LLP's which are damaged or fail inspection will be replaced with LLP's that have similar remaining cycles and have greater than 15 000 cycles remaining. Replacement LLP's will be priced at new CCP/30,000 x Cycles remaining. Trace Documentation will be provided to the Customer's Power Plant Engineering for approval. LLP's will only be fitted when written approval from Customer's Power Plant Engineering is received. All Labor for LLP removal and installation will be included in the NTE price.

Notification of unusually expensive repairs

Provider shall notify Customer of any unusually costly repairs in writing (1) and/or high value parts replacement (2), in order to obtain Customer's approval to proceed with such unusually costly repairs and/or high value parts replacement.

Provider requests in writing Customer's approval to proceed with notified unusually costly repairs and/or high value parts replacement within 3 business days following ***Provider***'s notification of such repairs/parts replacement. If no response is received from Customer within this timeframe, the APU will be put on hold and its TAT will be stopped, until Customer's approval is received.

(1) Beyond or equal to 65 % of the market sales value of subject part or equipment.

(2) Above or equal to 15 000 USD, based on current manufacturer catalogue price list.

1.5.8 Currency

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

1.5.9 Payment terms

The following payment terms shall apply:

The 30% of estimated invoice shall be paid during 15 days after APU induction, but prior to release of APU. Such invoice shall be sent to the Customer on the date of APU induction. 70% of estimated invoice shall be issued after the repair is completed and APU is redelivered to the Customer. This invoice shall be paid during 15 days from the date of invoice. If the Provider fails to provide invoices in time, payment date shall be rescheduled for such period. In such case the Provider shall not postpone the release of the APU.

Final invoice shall be agreed by Parties and paid within 60 days from the final invoice receive date." Invoice copies shall be sent to Customer by electronic means to the following address amd9@rossiya-airlines.com. Given that invoices will be sent by electronic means, it will be considered that an invoice receipt date is the same as the invoice sending date. If any part of the invoice is disputed, payment shall be made against the undisputable sum.

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

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

to the following bank account of Contractor:

Provider shall have the right to impose a finance charge of one half of percent (0.5%) per month on all past due amounts, commencing on the thirty first (31st) day from the last due payment date of the original invoice.

1.5.10 Not-to-exceed price per APU shop visit

The performance of repair and overhaul Services for APS3200 APUs under this Agreement will be subject to a not-to-exceed (NTE) price per APU shop visit, providing that the Equipment is in running and Normal Wear and Tear conditions and that Customer accepts standard exchange of parts.

The following items are Inclusions to the NTE:

- Labor and engineering support for requested workscope;
- APU receiving, incoming inspection, borescope inspection and inventory check;
- APU disassembly, cleaning, inspection, non-destructive testing, repair and APU reassembly;
- In-house or subcontract repair, overhaul, restoration, reconditioning and refurbishment of APU Parts, including all materials and Labor;
- All material handling charges (including subcontracting) and exchanged APU Parts applicable fees;
- Repair of Life Limited Parts (LLP);
- Labor for LLP replacement;
- Scrap replacement of APU Parts and applicable handling fees - all scrap material shall be returned to the Customer;
- Accomplishment (including materials) of mandatory service bulletins and Airworthiness Directives (ADs);
- Consumable, expendable materials and related fees;
- Certification of APU per EASA Part 145 and FAA
- Any maintenance of APU Components according to workscope defined in the Exhibit E;
- Exchange of the parts required to be in compliance with target TAT
- All additional works and materials, which are required to rectify all findings resulting from inspection in accordance with workscope.
- APU outgoing test cell (including all fluids), outgoing inventory check, final inspection, preservation and preparation for shipping;
- Storage of APU up to and including 30 days after APU release date;

NTE Exclusions:

- FOD event. See the Section 4 article 4.3 for processing FOD event.
- DOD event. See the Section 4 article 4.4 for processing DOD event
- Mishandling, misuse, accidents or incidents such as, but not limited to, operations exceeding the specifications in the manufacturer's manual;

- LLP replacement in accordance with the required Minimum Build Standard 15 000 cycles to go (CTG) per each APU;
- Components and APU Parts that are deemed Beyond Economical Repair (BER), when repair cost is equal to or greater than 65% of CLP;
- Missing APU Parts or APU Components;

NTE prices are provided for the APS3200 APU model, for the following workscope:

- *Load compressor – module refurbishment;*
- *Power Section – module refurbishment;*
- *Gearbox – module refurbishment;*

The applicable NTE prices are quoted in 0.

1.5.11 Price adjustment rules

Prices will remain valid until December 31st, 2017. They will thereafter be escalated on a yearly basis, according to the escalation rules specified hereunder.

- Labor rates shall be increased by the same ratio as _____;
- Material prices shall be increased by the same ratio as the latest average increase of the OEM's prices within its parts catalogue.

1.5.12 Payment of bank fees

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

1.5.13 Provision of a residence certificate

Before the payment of income, received iaw terms of this Contract, Provider must provide the Customer with written confirmation of the status of the company - certificate of residency as well as a written confirmation of the right to actually receive income. In case of change the status of the actual recipient of income Provider shall notify the Customer.

GENERAL TERMS AND CONDITIONS

2.1 Term

This Agreement shall become effective on _____, 2017 (the Effective Date), and shall remain in effect for a period of two (2) calendar years thereafter.

2.2 Termination

2.2.1 Default

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

2.2.2 Bankruptcy

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

2.3 Right of retention

Provider acknowledges that it does not have a right of lien, general or otherwise over Equipment or other property of Customer in its possession in respect of any sums owed by Customer to the ***Provider*** on any account. However, if Customer (or its affiliate, as applicable) fails to fulfill its obligations of payment of undisputed amounts, both parties hereto agree that ***Provider*** has, by virtue of its Services performed, a right of retention over the applicable Equipment being the subject of such undisputed amounts and in the custody of ***Provider***.

2.4 Warranty

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

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

THERE ARE NO OTHER REPRESENTATIONS OR WARRANTY OF ***Provider***, WHETHER EXPRESSED OR IMPLIED, THE CUSTOMER WAIVING ANY RIGHT IT MIGHT

HAVE FOR COMPENSATION FOR INDIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES OF LOSS OF USE AND/OR REVENUE.

Provider's responsibility under this warranty is further limited by the following conditions: Defects must be discovered before expiration of the warranty limits and ***Provider*** is given prompt written notification at the time such defects are discovered.

The notification shall describe the nature of the defect in detail and the date and time of the discovery and removal.

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

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

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

Warranties:

1) For the workmanship, ***Provider*** shall guarantee a minimum of 2500 APU hours/cycles or 18 months of APU operation whichever comes first from the APU release date, including all damages occurred related to failure event;

2) Each Part or unit supplied, repaired/overhauled by ***Provider***, by its vendors and subcontractors then installed on/in the APU will have warranty after APU release date including all damages occurred related to failure event: for new Parts 2500 APU hours/cycles or 18 months, for repaired/overhauled Parts 1500 or 18 months whichever comes later.

2.5 Liability

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

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

2.6 Insurance

Provider shall maintain during the whole term and any renewal terms of this Agreement, at its own cost and expense, General Legal Liability Insurance policy (including Products Liability) for the replacement value of the APU, in respect of any claim or claims arising out of any one incident or occurrence arising pursuant to its performance under this Agreement, including but not limited to bodily injury, material and moral damages and physical loss of or damage to the Customer's aircraft. Prior to the commencement date of this Agreement and on request of Customer, shall provide reasonable evidence of insurance as required to be maintained by sending an insurance certificate.

2.7 Compliance with law

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

2.8 Confidentiality

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

2.9 Export Control

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

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

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

2.10 Intellectual property rights

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

2.11 Amendments

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

2.12 Successors and assigns

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

2.13 Severability

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

2.14 Non waiver

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

2.15 Precedence

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

2.16 Headings

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

2.17 Anti-corruption stipulation

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.

If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in the first and second paragraph of this sub-clause, 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 the first and second paragraph of this sub-clause 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 thirty (30) calendar days from the date of receipt of the written notification.

In case of violation by any Party of its obligations to refrain from any actions referred to in the first and second paragraph of this sub-clause, 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 thirty (30) 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 thirty (30) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

2.18 Previous agreements

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

2.19 Jurisdiction and applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of_____.

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

2.20 Applicable language

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

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

2.21 Negotiated agreement

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

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

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

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

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

Exhibit A TIME & MATERIAL CONDITIONS APS3200

APU Type	APS3200	
Basic Flat Rate Labor (Includes Testing of the APU after maintenance)	Major Repair	$
	Gearbox	$
	Power Section	$
	Load Compressor	$
	Cost Estimate	$
NTE Price	$	
Test Only (Included in Standard Services)	$	
Additional Labor Rate	$/Hour	
Materials Mark Up per item	% Capped at $	
Subcontract Mark Up per item	% Capped at $	
Serviceable/ Exchange/Overhauled Parts (Non-LLPs)	Maximum of____% of manufacturer's price catalogue	
Exchange Fee		
Transportation		
Turn around Time	Light Repair	Days
	Medium Repair	Days
	Major Repair	Days
Warranty Period (earliest of)		

Exhibit B ADDRESSES AND KEY CONTACTS

PROVIDER	
Commercial and Contract	**Team Leader**
Repair Administration	**Engineering**
SHIPPING AND MAIL ADDRESS	

CUSTOMER			
Administrative/Invoicing		**Customer's delivery point**	
Name & address		**Name & address**	
Contract/Administration		**Technical/Engineering**	
Name		Name	
Position		Position	
phone		phone	
fax		fax	
E-mail		E-mail	
Bank Details		**Comment**	

Exhibit C LRU WORKSCOPE INCLUDED IN NTE PRICE

#	APU Component	Reference Part Number	Workscope
1	Magnetic plug	179366-1/4950841	Continuous Time
2	Electric Delta P Indicator (Oil Filter)	179349-1	Continuous Time
3	De-Oil Solenoid Valve	756722B	Serviceability Review
4	Speed Sensor	4950009	Continuous Time
5	Compressor Air Temperature Sensor	4950014	Continuous Time
6	Thermocouple	4950597-1/4950597-2	Continuous Time
7	Air Inlet Pressure/Temperature Sensor	4950036	Serviceability Review
8	Low Oil Pressure Switch	4951985	Serviceability Review
9	Ignition Cable	4950581-1/4950581-2	Continuous Time
10	Bleed Air Pressure Sensor (Delta P)	4952590	Continuous Time
11	Electric Delta P Indicator (Scavenge Oil)	5908954	Continuous Time
12	Oil Temperature Sensor	5909073	Continuous Time
13	Oil Level Sensor	5909849	Continuous Time
14	Drain Valve	179543-1	Continuous Time
15	Engine Harness	4506061	Continuous Time
16	IGV Actuator	4504086	Continuous Time
17	Bleed Control Valve	4100837G	Serviceability Review
18	Cooling Fan/PMG	4101099	Repair
20	Fuel Control Unit	4500039F	Serviceability Review
21	Pilot Nozzle	4501089A	Serviceability Review
22	Main Nozzle	4501230A	Serviceability Review
23	Flow Divider	4501259	Serviceability Review
24	Exciter	4950000	Serviceability Review
25	Starter Motor	4952164	Repair
26	Oil Cooler Assembly	4951652	Serviceability Review
27	Identification Module	171816-100	Serviceability Review
28	Clutch Assembly	756669	Serviceability Review
29	Pilot Fuel Manifold	4950810	Serviceability Review
30	Main Fuel Manifold	4950811	Serviceability Review

Exhibit D APU LEASE CONDITIONS

A loan APU will be provided to the Customer, if required, for the contracted repair TAT of the Customer. Loan charges are in the price matrix below:

Price Matrix	APS3200
APU Daily Loan Charge	$
APU Hourly/Cycle Operating Charge	$
APU Post Loan Test	$
Deposit For Loan APU	$
Additional Labor Per Hour	$
Material Mark Up	%

The Customer shall pay a deposit as set out in Exhibit D which shall be held by the ***Provider*** for the duration of the loan.

At the end of the loan period ***Provider*** shall invoice/credit the Customer for any outstanding amounts, less the deposit and the Customer or the ***Provider*** shall make settlement for such amounts within 15 (fifteen) days of receipt of serviceable APU at the ***Provider's*** facility.

Post Loan test, works and/or replacement of materials (including missing components) shall be charged on a time and materials basis in accordance with Exhibit D

Lease APU shall meet following requirements at delivery:

- The APU should have max. 1000 hours operating time since last performance restoration;
- APU shall be with accomplished Airbus MPD C-check tasks. The status for each task shall be certified accordingly.
- The APU shall not have any Open Deferred Items, limited interval of inspection of any APU Part, On-Watch items;
- The APU should not have any DER/PMA Parts;
- APU Certification per EASA or dual release EASA and FAA;
- Full package of all historical documents and records
- Borescope Inspection report;

Lease APU shall be in serviceable condition and met following requirements at redelivery:

Documentation package at redelivery:

- Non-Incident Statement;
- LLP phase out Status;
- EASA Airworthiness Directives Status;
- No PMA DER statement;
- Certification for replaced components.
- Removal Tag.

Condition at redelivery:

- "as is, where is with all faults" without any additional maintenance for return

- Preservation for 365 days

Prior to the payment of the income received under Appendix "D", the Contractor must provide written confirmation of the status of the company - the certificate of residence, as well as a written confirmation of the right to actually receive income (FPD). In the event of a change in the status of the actual recipient of income (FPD), the Contractor shall notify the Customer in writing.

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

_____

authorized representatives of _____

Date: «_____» _____

Exhibit E INFORMATION FORM

“ROSSIYA AIRLINES” Joint Stock Company

General Director

_____Dmitrii Saprykin

Date: _____

_____

_____

_____

Date: _____

Materials

#	Condition	Rate
1	Replacement with new Parts (LLP & Non-LLP) or LRU at OEM CLP, % of OEM CLP Max handling charge per Part	3% $1000
2	Replacement of Non-LLP Parts with serviceable/overhauled Parts, % of OEM CLP Handling charge for serviceable/overhauled Parts Max handling charge per Part	60% 3% $1000
3	Subcontracting repairs of Parts at vendor cost including transportation, fee % at vendor invoice Max handling charge per Part	3% $1000
4	Replacement of LLP Part with overhauled Part as per calculation on a prorate basis Handling charge for used LLP Part Max handling charge per Part	3% $1000
5	Exchange of Non-LLP Part with overhauled Part, repair cost plus fee, fee % of OEM CLP	0%
6	Exchange of used Non-LLP Parts with New Part, fee % of OEM CLP plus repair cost	25%
7	Exchange of used LLP Part; difference of pro-rata values, fee % of OEM CLP Max handling charge per Part	0%
8	Handling charge for Customer supplied Parts Max handling charge per Part	0%