

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

Approval date

25	03	2021
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Procurement Documentation

Public request for price selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	25	03	2021	
Date and time for the request receiving completion	09	04	2021	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 13.04. 2021			
	Date for summarizing of results 13.04. 2021			
Commencement date for providing clarifications on procurement documentation	25	03	2021	
Completion date for providing clarifications on procurement documents	06	04	2021	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Provision of services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1431)			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Provision of services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1431)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
650 000,00	USD	1	e.a.	33.16	33.16.10.000
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			In the territory of a foreign state		

Term and Payment Procedure for Goods (Work. Service)	<p>- A down payment of 20% of the NTEP shall be due and payable on or before the APU induction. Contractor shall provide corresponding invoice at least 15 calendar days before APU induction.</p> <p>- All known Shop Repair cost but not more than 80% of the NTEP shall be payable upon completion of works and before redelivery of the APU. Contractor shall provide corresponding invoice at least 15 calendar days before completion APU release.</p> <p>- Final invoice for total Shop Repair cost reflecting the balance of actual Shop Repair cost vs NTEP, and cost of over & above works and material not covered by the NTEP, if any, shall be payable within 60 days from a date of invoice acceptance by the Customer, or later, if mutually agreed by both parties.</p>
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	<p>Applicable</p> <p>The procurement participant has the right to propose a counter draft of the contract, subject to all the mandatory conditions directly specified in the procurement documentation. All provisions of Terms of Reference are also mandatory.</p>

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	NTE Price (USD dollars)
Points Calculation Procedure for Criterion 1	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
<p>The value proposition of the provider and the customer's costs for shipping in both directions calculated by the following method will be used for the comparative evaluation of bidders' requests:</p> <p>$N = P + D$ where: N - the price of the contract P – NTE Price D - the cost of transportation</p>	

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011

No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

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

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

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

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

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

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

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

2. Procedure for Submission of Requests

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

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. Amendment or addition to the

Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:										
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>										
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)										
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>										
Registered at the following address:										
<i>(state place of location address of legal entity/place of residence of individual)</i>										
proposes to conclude the agreement for										
<i>(state the subject-matter of the agreement)</i>										
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection										
Quote:										
NTE Price _____ USD dollars excluding VAT.										
Place of work _____										
All materials and works not covered by NTEP shall be charged to the Customer based on rates not exceeding:										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Shop-floor mechanic Man Hour Rate</td> <td>49 USD*</td> </tr> <tr> <td>Handling Charge for the non-LLP material supplied by the Contractor</td> <td>2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item</td> </tr> <tr> <td>Handling Charge for the non-LLP material supplied by the Customer</td> <td>2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item</td> </tr> <tr> <td>Handling Charge for the LLP material supplied by the Customer</td> <td>0%</td> </tr> <tr> <td>Subcontract Handling Charge</td> <td>5,0% of subcontractor's invoice</td> </tr> </table>	Shop-floor mechanic Man Hour Rate	49 USD*	Handling Charge for the non-LLP material supplied by the Contractor	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item	Handling Charge for the non-LLP material supplied by the Customer	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item	Handling Charge for the LLP material supplied by the Customer	0%	Subcontract Handling Charge	5,0% of subcontractor's invoice
Shop-floor mechanic Man Hour Rate	49 USD*									
Handling Charge for the non-LLP material supplied by the Contractor	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item									
Handling Charge for the non-LLP material supplied by the Customer	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item									
Handling Charge for the LLP material supplied by the Customer	0%									
Subcontract Handling Charge	5,0% of subcontractor's invoice									
(*) Fixed Labor Prices for particular works may be used in lieu of a specific MH Rate, provided that such Prices are duly agreed by the Parties.										
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.										
2. This Request for participation in the competitive selection/price selection, is to advise										

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

(declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.
4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.
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 competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.
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. 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 FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
2. Banking details INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account No. _____ Bank Name _____	

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

Correspondent account _____	
BIC _____	
3. Registration data	
Date, place and registration authority _____	
Founders _____	
Primary Business _____	
Included in the small and medium businesses ³ _____	
OKPO _____	
OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for	

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

participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> _____ <i>(DD)</i> </div> <div style="text-align: center;"> _____ <i>(MM)</i> </div> <div style="text-align: center;"> _____ <i>(YYYY)</i> </div> </div>	

Terms of Reference

№	Subject-matter of the procurement	Provision of services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1431)		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Provision of services for the repair of an auxiliary power unit (APU) GTCP331-500B (P/N 3800550-1, S/N P-1431) iaw shop repair workscope (Appendix 1 to this Terms of Reference)	e.a.	1	No
3	Delivery place of goods, performance of works and provision of services (address)	<p>In the territory of a foreign state Delivery Terms shall be Incoterms 2010 FCA Contractor's facility for import to the Russian Federation and Incoterms 2010 DAP, Contractor's facility for export from the Russian Federation.</p> <p>APU transportation to and from the Contractor's shop location shall be coordinated with Customer's Logistics Department in advance of the APU dispatch.</p> <p>If the spare parts and materials supplied by the Customer were not in demand or removed after performing APU repair, the Contractor is obliged to return these spare parts and materials to the Customer after completion of the repair within 90 days in accordance with Incoterms 2010 EXW, Contractor's facility.</p>		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	April 2021		
5	Requirements for acceptance of goods, work, service	<p>5.1. APU certification upon Shop Repair completion shall be in accordance with EASA and FAA rules.</p> <p>5.2. Within 30 days upon APU release, a full and complete set of the Shop Repair paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all LRUs. Electronic format documentation on CD/DVD or other media will be acceptable.</p> <p>A hard copy Shop Repair Minipack should be provided to the Customer within 7 days after APU release date.</p>		

6	<p>Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>6.1. Since subject APU is intended for use on Customer's foreign-registered commercial aircraft, the APU, its maintenance & repair, and associated records must comply with international (EASA/FAA) requirements and regulations; hence, the State standards of the Russian Federation are not applicable.</p> <p>6.2 Units/components supplied by the Contractor must be accompanied by documents in accordance with EASA/FAA requirements.</p> <p>6.3 Materials, parts, components, assemblies and components supplied by the Contractor must be accompanied by EASA Form 1 and FAA8130-3 (dual release) certificates. As well as NIS, No PMA/DER Statement and BTB documents, where necessary. The Customer has the right to refuse to install the proposed materials if they do not meet the requirements of the aircraft lease agreement.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>Requirements for pricing are specified in clause 9.3.</p>
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>The Contractor should guarantee as a minimum 2500 APU Hours or 18 months of APU operation (whichever comes first) free of any defects arising out of the Shop Repair workmanship.</p> <p>With respect to parts repaired/overhauled by the Contractor, its vendors and subcontractors according to Workscope, when installed on/in the serviced Engines, such parts will have warranty coverage for least 2500 EFH or 18 months after respective APU release date, whichever comes first.</p>

		With respect to new or used parts supplied or incorporated in the serviced APU, Contractor's warranty shall, except for the workmanship involved in the incorporation of such new or used parts, be limited to the assignment of any warranty obtained from OEM or Contractor's suppliers.
9	Other necessary information or additional requirements	Please refer hereunder.
		<p>9.Terms, Conditions and Procedure of Payment</p> <p>9.1.Payment shall be via bank wire transfer.</p> <p>9.2.Invoicing and payment terms:</p> <ul style="list-style-type: none"> - Contractor's invoice for the APU Shop Repair shall be issued upon APU release, agreed by the Customer, and be payable within 30 days from a date of invoice receipt by the Customer, or later, if mutually agreed by the parties. - Contractor's invoice shall be submitted to the Customer in softcopies at the following address: amd9@rossiya-airlines.com. <p>9.3.APU Shop Repair timeframe</p> <p>9.3.1.APU Shop Repair shall start in April 2021, if not agreed otherwise by the Parties in writing, e.g. by exchange of e-mail correspondence. The Contractor shall guarantee acceptance of the contracted APU and start of the Shop Repair works on it within 10 to 30 days after the signing of the contract. At the time of publication of this procurement procedure, the target date for APU Shop Repair Contract signing lies in April 2021. This target date may be further updated depending on factual timeline of the Customer's internal procedures completion, including finalization this procurement procedure itself, obtaining corporate approval of the contract(s), etc.</p> <p>9.3.2. APU Shop Repair Turnaround time (TAT) measured between APU induction and release dates shall be 30 calendar days or less while a shorter TAT will be an advantage.</p> <p>9.3.3.The Contractor shall credit to the Customer not less than 1000 USD per each day of the TAT exceedance, except for excusable delay cases, without</p>

		<p>limitation of the total credit sum, and regardless was such exceedance caused by a direct Contractor's fault, or by a fault of any of the third parties engaged by the Contractor. As an alternative means of compensation, Contractor may, on a FOC-basis, provide Customer with a spare APU, or extend term of already provided APU loan, for the duration of such TAT extension.</p> <p>9.4.Major requirements for the APU Shop Repair Proposal</p> <p>9.4.1.Shop Repair pricing shall be structured upon the NTEP of the APU repair in accordance with the requested Workscope (ref Appendix 1 hereto).</p> <p>For the avoidance of doubt 'NTEP' shall mean that in any case, the Customer shall pay the lesser of: (1) actual cost of the works performed and material supplied by the Contractor, as calculated on Time & Material basis, and (2) the agreed NTEP.</p> <p>9.4.2.The NTEP shall cover labor and material as defined in items 9.4.2.1. – 9.4.2.3. hereunder, and shall not be exceed 650 000 USD, otherwise a bidder will not be allowed to comparison stage of this purchasing procedure.</p> <p>9.4.2.1.Labor and Services:</p> <ul style="list-style-type: none"> - Engineering support services such as Workscope customization, SB's evaluation and implementation recommendation, etc. - APU receiving, incoming inspection, borescope inspection and inventory check. - APU components removal and reinstallation, including LRUs. - APU disassembly and APU modules disassembly, where required per Workscope. - Cleaning, Non-Destructive Testing and inspection of APU parts, including LRUs inspection, functional test and repair. - In-house APU parts and LRUs repair, where the Contractor has in-house capabilities. - Outsourced APU parts and LRUs repair including
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		<p>any handling charges.</p> <ul style="list-style-type: none"> - Labor for APU parts replacement, including labor for replacement of LLPs based on condition or life-limit expiration. - Repair of LLPs as necessary (including blade replacement) - DOD (Repairs related to secondary damage from internal failures) - Minor FOD (not being the primary cause of the APU operational malfunction and subsequent removal from the Aircraft). - Incorporation of applicable Airworthiness Directives (ADs) - Incorporation of Mandatory SBs, and additional SDs as per Workscope. - Modules reassembly and APU final assembly. - APU performance test run and APU components operational check during APU performance test run. - APU final-out inspection, certification and preparation of Shop Repair paperwork. - APU long-term preservation (up to 6 months) and preparation for shipment. <p>9.4.2.2.Material:</p> <ul style="list-style-type: none"> - Material for scrap replacement of APU parts including high cost items up to USD 50,000, and LLP material (ref. 3.6. for specific LLP requirements) - All consumables and expendables required as per Workscope. - Material for SBs incorporation required as per Workscope. - Oil & fuel for APU performance test. - All applicable taxes, fees and handling charges associated with procurement and supply of
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material.

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

- Any additional work not covered by the Workscope.
- Missing parts/QEC/LRUs at APU arrival to the Contractor.
- LRUs in BER condition, i.e. where expected cost of LRU restoration is 65% of CLP or more.
- Abuse/misuse/improper operation.
- Major FOD (being the primary cause of the APU operational malfunction and subsequent removal from the Aircraft).

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

Shop-floor mechanic Man Hour Rate	49 USD*
Handling Charge for the non-LLP material supplied by the Contractor	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item
Handling Charge for the non-LLP material supplied by the Customer	2.0% of CLP capped at 1,500 USD per part / 2,000 USD per line item
Handling Charge for the LLP material supplied by the Customer	0%
Subcontract Handling Charge	5,0% of subcontractor's invoice

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

9.6.Annual escalation of the prices, including the NTEP, shall not exceed 2,6 %.

9.7.Material support requirements:

- All new APU parts and LRUs shall have EASA Form 1 or FAA 8130-3 certificates.

- All repaired/overhauled APU parts and LRUs shall have EASA Form 1 or FAA 8130-3 certificates with EASA Dual release.
- All supplied APU parts and LRUs shall bear OEM part numbers, unless approved otherwise by the Customer in writing.
- DER-repairs may only be accomplished upon Customer's prior agreement.
- The Customer shall have a right to refuse any material proposed by the Contractor and instead procure it by its own from the market.

9.8. Specific LLP material requirements.

If any of LLPs originally installed in the APU fails inspection in course of APU Shop Repair, and becomes due for replacement, the minimum remaining life of a replacement LLP should be not less than that of an LLP it replaces. Refer the table hereunder for the original LLPs' current Remaining Cycles.

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

Description	Current Remaining Cycles
Load Impeller	16074
Impeller 1st	7290
Impeller 2nd	24656
1st Turbine Disk	7290
2nd Turbine Disk	7290
3rd Turbine Disk	7290

9.9. Beyond Economical Repair (BER)

9.9.1. The Contract for APU Shop Repair shall give Customer a right to discontinue repair process if total cost of APU Shop Repair as evaluated and reported by the Contractor upon APU table inspection exceeds 900 000 USD, provided however that all Contractor's documented cost to date in connection with the APU Shop Repair will be paid by the Customer in any case. The subject to mutual agreement the parties may proceed then with entire APU exchange, in lieu of repair.

	<p>9.10.Spare APU, and APU Transportation Stand Support</p> <p>9.10.1.Contractor shall propose a spare APU support (on a loan basis) to cover APU Shop Repair TAT.</p> <p>9.10.2.For the purposes of APU transportation from Moscow, Russia, to the Contractors' shop and back, upon Customer's request and subject to availability, the Contractor shall provide the Customer with an appropriate APU transportation stand on a free-of-charge basis, for the period not exceeding 30 calendar days for either direction of the APU transportation.</p> <p>9.11.Additional requirements for the APU Shop Repair</p> <p>9.11.1.APU storage at the Contractor's stores after Shop Repair shall be free of charge for up to 30 days after APU release date.</p> <p>9.12.Acceptability of Contractor's contractual documentation</p> <p>9.12.1.Each bidder shall have a right to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this Procurement Documentation. Meeting all requirements of this Terms of Reference is necessary also.</p> <p>9.13.Applicability of the Russian Federation State standards</p> <p>9.13.1.Since the APU is intended for use on Customer's foreign-registered commercial aircraft, the APU, its maintenance & repair, and associated records must comply with international (EASA/FAA) requirements and regulations; hence, the State standards of the Russian Federation are not applicable.</p> <p>9.14.Scrap material</p> <p>9.14.1.Scrap material removed from Customer's Equipment shall be identified by Provider and shall be reported to Customer in writing. All scrap material shall remain property of the Customer.</p> <p>9.14.2.Provider shall redeliver the scrap material with the repaired Equipment. In the absence of any written</p>
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request from Customer to return the scrap material, the scrap material shall remain available for review for a period of 12 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 at no cost to the Customer.

9.15.APU technical records access

9.15.1.

All current technical records for the APU are available at:

<https://files.rossiya-airlines.com/index.php/s/7v01KAFLftlbGwo>

Password: P-1431

Appendix 1. APU Data & Shop Repair Workscope

APU Data:

Model: GTCP331-500B

P/N: 3800550-1

S/N: P-1431

TSN: 33394 / CSN: 19710

Last Repair: 24.11.2017 at TSN: 28395,75 / CSN: 17366

Removal Date: 18.07.2020

Removal reason: Chip Collector findings out of AMM limits (please find inspection findings in technical records).

APU Shop Repair Workscope:

1. Perform full BSI.
2. Power Section – Inspect. Repair if necessary.

		<ol style="list-style-type: none"> 3. Gearbox – Inspect. Repair if necessary. 4. Load Compressor – Inspect. Repair if necessary. 5. LRU – Inspect. Repair if necessary. 6. Incorporate category 1-3 SBs. 7. Re-assemble. 8. Make a performance test. 9. Make a final out inspection 10. Make a long-term preservation. 11. Certify IAW EASA/FAA Dual release. 12. Pack, seal and prepare for shipment. 13. Provide Engineering support as required in course of Shop Repair. <p>PMA/DER policy:</p> <p>Previously installed PMA&DER are acceptable. Assess condition and damages. Report findings. If necessary, perform repair of PMA&DER parts. Before forwarding any part to an outside repair vendor, please verify if that part is OEM or PMA, and if there any DER repair on it. No PMA/DER part shall to be forwarded to OEM for repair. No additional PMA&DER allowed for installation into the APU without Customer's prior consent.</p>
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9.Terms, Conditions and Procedure of Payment

9.1.Payment shall be via bank wire transfer.

9.2.Invoicing and payment terms:

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

9.3.APU Shop Repair timeframe

9.3.1.APU Shop Repair shall start in April 2021, if not agreed otherwise by the Parties in writing, e.g. by exchange of e-mail correspondence. The Contractor shall guarantee acceptance of the contracted APU and start of the Shop Repair works on it within 10 to 30 days after the signing of the contract. At the time of publication of this procurement procedure, the target date for APU Shop Repair Contract signing lies in April 2021. This target date may be further updated depending on factual timeline of the Customer's internal procedures completion, including finalization this procurement procedure itself, obtaining corporate approval of the contract(s), etc.

9.3.2. APU Shop Repair Turnaround time (TAT) measured between APU induction and release dates shall be 30 calendar days or less while a shorter TAT will be an advantage.

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

9.4.Major requirements for the APU Shop Repair Proposal

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

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

9.4.2.The NTEP shall cover labor and material as defined in items 9.4.2.1. – 9.4.2.3. hereunder, and shall not be exceed **650 000 USD**, otherwise a bidder will not be allowed to comparison stage of this purchasing procedure.

9.4.2.1.Labor and Services:

- Engineering support services such as Workscope customization, SB's evaluation and implementation recommendation, etc.
- APU receiving, incoming inspection, borescope inspection and inventory check.
- APU components removal and reinstallation, including LRUs.
- APU disassembly and APU modules disassembly, where required per Workscope.
- Cleaning, Non-Destructive Testing and inspection of APU parts,

***Appendix 4
To Procurement Documentation***

Draft Contract

**Repair of GTCP331-500B P/N 3800550-1 S/N
P-1431
Auxiliary Power Unit (APU)**

Between

“Rossiya airlines” JSC

and

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1. REPAIR AGREEMENT

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

- (1) _____ with headquarters at: TBD (hereinafter referred to as "**Provider**"),
- (2) "**Rossiya airlines**" 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 GTCP331-500B related services performed by **Provider**; and

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

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

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

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

1.2 DEFINITIONS

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

Abuse	means any operation, line maintenance action, line maintenance testing or storage of an APU/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 a GTCP331-500B P/N 3800550-1 S/N P-1431 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 thereto.	means European Aviation Safety Authority or any successor thereto.
Exchange Unit	means a serviceable Equipment transferred to Customer in return for a non-serviceable Equipment.
Equipment	means APU and its associated 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).
LRU	means Line Replaceable Unit, each and any component
Mandatory SB	means a Service Bulletin defined as Mandatory by OEM
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 repair services for a Customer operated Auxiliary Power Unit GTCP331-500B bearing Manufacturer's Part Number 3800550-1 and Serial Number P-1431 and associated LRUs, hereafter referred to as the "Equipment".

1.4 REPAIR SERVICES

1.4.1 Transportation, delivery configuration and shipping instructions

Transportation and delivery point

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

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

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

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

For the purposes of APU transportation from Moscow, Russia, to **Provider** and back, upon Customer's request and subject to availability, **Provider** shall provide the Customer with an appropriate APU transportation equipment (stand, crate etc.) on a free-of-charge basis, for the period not exceeding 30 calendar days for either direction of APU transportation.

1.4.2 Services to be performed during repair works

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

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.

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

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 (if available);
- 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.

Provider is solely responsible for the actions of the subcontractor.

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. All scrap material shall remain property of the Customer.

Provider shall 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 12 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 at no cost to the Customer.

1.4.8 APU Turn Around Time (TAT)

1.1. 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. APU Shop Repair shall start in December 2020. This date is

indicative, and may vary subject to Parties' mutual agreement. APU Shop Repair Turnaround time (TAT) shall be 30 calendar days.

1.4.9 TAT warranty

The **Provider** shall credit/pay to the Customer \$_____ daily rate per each day of the TAT exceedance, except for excusable delay cases, without limitation of the total credit sum, and regardless was such exceedance caused by a direct **Provider's** fault, or by a direct fault of any of the third parties engaged by the **Provider**.

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 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;
- Unforeseen or unscheduled major repairs;
- Delays of the required Aviation Authorities or OEM in approving the repair.

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

APU certification upon Shop Repair completion shall be in accordance with EASA and FAA rules, upon completion of the Services. Shop Visit Report shall be provided to the Customer right after APU release, preferably by means of uploading signed and scanned documentation in pdf to a cloud storage, or delivering it to the Customer via email. A hard copy Shop Repair Minipack should be provided to the Customer within 7 days after APU release date. Within 30 days upon APU release, the full and complete set of the Shop Repair paperwork shall be delivered to the Customer, including original (DFP) paperwork for repair or inspection of all LRU&QEC.

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.

1.5 FINANCIAL CONDITIONS

1.5.1 Validity of prices

Prices are valid until December 31st, 2021. Thereafter, they will be adjusted in accordance with the price adjustment rules defined in article 1.5.11 below.

The prices are exclusive of:

Custom duties (if any);

Value added tax (if any).

1.5.2 Labor

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

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

1.5.3 Labor Rate

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

1.5.4 Flat Rate Schedule for LRU Repairs

LRU repairs shall be covered by the NTEP including inspections, disassembly, repair, material, reassembly, and testing of the equipment's as required.

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

1.5.5 Parts Repairs and Subcontracting

Subcontracted work (as per the conditions set forth in Article 1.4.6), 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 NTEP.

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

The applicable test run fees are quoted in 0.

1.5.7 Materials

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

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

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).

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.

Material support requirements:

- All new APU parts and LRUs shall have EASA Form 1 or FAA 8130-3 certificates.
- All repaired/overhauled APU parts and LRUs shall have EASA Form 1 or FAA 8130-3 certificates with EASA Dual release.
- Each of replacement LLPs shall have a complete set of full and clear BTB trace documentation, which will be subject of Customer's review and written acceptance each time prior LLP installation in the APU.
- All supplied APU parts and LRUs shall bear OEM part numbers, unless approved otherwise by the Customer in writing.
- DER-repairs may only be accomplished upon Customer's prior agreement.
- The Customer shall have a right to refuse any material proposed by the Contractor and instead procure it by its own from the market.

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 as a minimum 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 with reference to the manufacturer's catalogue then in effect, plus a handling fee as quoted in Exhibit A..

The **Provider** will use the following policy for replacing LLP's. LLP's which are damaged or fail inspection will be replaced with LLP's that have similar remaining cycles and have greater

than 12 000 cycles remaining. Replacement LLP's will be priced at new CCP/30,000 x Cycles remaining. Trace Documentation will be provided to the Customer's Power Plant Engineering for approval. LLP's will only be fitted when written approval from Customer's Power Plant Engineering is received. All Labor for LLP removal and installation will be included in the NTE price.

Notification of unusually expensive repairs

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

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

(1) the estimated price of the repair is beyond or equal to 65 % of the CLPvalue of subject part or equipment.

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

1.5.8 Currency

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

1.5.9 Payment terms

The following payment and invoicing terms shall apply:

- A down payment of 20% of the NTEP shall be due and payable on or before the APU induction. Contractor shall provide corresponding invoice at least 15 calendar days before APU induction.
- 80% of the NTEP shall be payable upon completion of works and before redelivery of the APU. Contractor shall provide corresponding invoice at least 15 calendar days before completion APU release.
- Final invoice for total Shop Repair cost reflecting the balance of actual Shop Repair cost vs NTEP, and cost of over & above works and material not covered by the NTEP, if any, shall be payable within 60 days from a date of redelivery of APU and acceptance of invoice by the Customer, or later, if mutually agreed by both parties.
- All invoices shall be submitted to the Customer in softcopies at the following address amd9@rossiya-airlines.com . If the Provider fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Provider shall not postpone accomplishment of Services or release of the APU.
- In case of non-fulfillment (improper fulfillment) by the Contractor of its obligations, the downpayment must be returned within 10 (ten) business days from the date of Customer's request.

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:

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

Currency: USD

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)

ST.PETERSBURG, RUSSIA

SWIFT: SABRRUMM

Acc. transit № 40702840755001000096

№ 40702840455000000096

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

SWIFT: IRVTUS3N

to the following

bank account of Contractor: TBD

1.5.10 Not-to-exceed price per APU shop visit

The following items are covered by the NTEP:

- Engineering support services such as Workscope customization, SB's evaluation and implementation recommendation.
- APU receiving, incoming inspection, borescope inspection and inventory check.
- APU components removal and reinstallation, including LRUs.
- APU disassembly and APU modules disassembly, where required per Workscope.
- Cleaning, Non-Destructive Testing and inspection of APU parts, including LRUs inspection, functional test and repair.
- In-house APU parts and LRUs repair, where the Contractor has in-house capabilities.
- Outsourced APU parts and LRUs repair including any handling charges.
- Labor for APU parts replacement, including labor for replacement of LLPs.
- Labor and for SBs incorporation required as per Workscope.
- Modules reassembly and APU final assembly.
- APU performance test run and APU components operational check during APU performance test run.
- APU final-out inspection, certification and preparation of Shop Repair paperwork.
- APU long-term preservation (up to 6 months) and preparation for shipment.
- Incorporation of applicable Airworthiness Directives (ADs).

Material:

- Material and applicable handling fees for scrap replacement of APU parts including high cost items up to USD 50,000, but excluding LLP material.
- All consumables and expendables required as per Workscope.

- Material for SBs incorporation required as per Workscope.
- Oil & fuel for APU performance test.

The following shall be excluded from the NTEP of the APU repair coverage:

- Cost of LLP material required for scrap replacement.
- Any additional work not covered by the Workscope.
- Missing parts/QEC/LRUs.
- APU/LRUs in BER condition.
- Abuse/misuse/improper operation.

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

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

APU Data:

Model: GTCP331-500B

P/N: 3800550-1

S/N: P-1431

TSN: 33394 / CSN: 19710

Last Repair: 24.11.2017 at TSN: 28395,75 / CSN: 17366

Removal Date: 18.07.2020

Removal reason: Chip Collector findings out of AMM limits (please find inspection findings in technical records).

APU Shop Repair Workscope:

Perform full BSI.

Power Section – Inspect. Repair if necessary.

Gearbox – Inspect. Repair if necessary.

Load Compressor – Inspect. Repair if necessary.

LRU – Inspect. Repair if necessary.

Incorporate category 1-3 SBs.

Re-assemble.

Make a performance test.

Make a final out inspection

Make a long-term preservation.

Certify IAW EASA/FAA Dual release.

Pack, seal and prepare for shipment.

PMA/DER policy:

Previously installed PMA&DER are acceptable. Assess condition and damages. Report findings. If necessary, perform repair of PMA&DER parts. Before forwarding any part to an outside repair vendor, please verify if that part is OEM or PMA, and if there any DER repair on it. No PMA/DER part shall to be forwarded to OEM for repair. No additional PMA&DER allowed for installation into the APU without Customer's prior consent.

1.5.11 Price adjustment rules

Prices under this Agreement will be escalated on a yearly basis starting from 01 January 2022, according to the escalation rules specified hereunder.

Annual escalation of the prices, including the both NTEPs, shall not exceed 2,6 %.

1.5.12 Payment of bank fees

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

1.5.13 Taxes

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

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

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

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

GENERAL TERMS AND CONDITIONS

2.1 Term

This Agreement shall become effective on from the date of signing by the last of the Parties (the Effective Date), and shall remain in effect till 31.12.2021.

2.2 Termination

2.2.1 Default

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

2.2.2 Bankruptcy

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

2.3 Right of retention

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

2.4 Warranty

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

Provider further warrants that components manufactured 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:

The Contractor shall warrant APU operation free of any defects in workmanship arising from the performed Shop Repair for at least 2500 APU Hours or 18 months after the APU release date, whichever comes first. For the avoidance of doubt, this Contractor's warranty shall inter alia apply to any parts repaired/overhauled by the Contractor, its vendors and subcontractors, in accordance with Shop Repair Workslope.

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

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

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

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

20.17.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 20.17.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 20.17.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 calendar days from the date of receipt of the written notification.

20.17.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 20.17.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

2.18 Previous agreements

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

2.19 Jurisdiction and applicable law

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

2.20 Information about beneficiaries

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

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

2.21 Applicable language

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

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

2.22 Negotiated agreement

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

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

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

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

For and on behalf of <i>Provider</i> :	For and on behalf of Customer:
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A APU REPAIR NTEP AND TIME & MATERIAL CONDITIONS

APU Type	GTCP331-500B
NTE Price of the APU Shop Repair Workslope	\$
NTEP of LLP provision	\$
Test Only	\$
Cost Estimate fee	\$
Additional Labor Rate	\$/Man Hour
Handling Charge for the non-LLP material supplied by the Contractor (for Extra Work only)	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the LLP material supplied by the Contractor	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the non-LLP material supplied by the Customer	___% of CLP capped at ___ USD per part / ___ USD per line item
Handling Charge for the LLP material supplied by the Customer	0 %
Subcontract Handling Charge per Subcontractor's' invoice	___%
Turn around Time	
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	
Veronica Agafonova Head of finance department for continuing airworthiness Phone: +7 812 6 333 999 ext. 7144 e-mail: v.agafonova@rossiya-airlines.com 15A Leninskiy pr., Moscow, 119071 Russia		[Actual data will be indicated after completion of the bidder procedure]	
Contract/Administration		Technical/Engineering	
Name	Christina Rodionova	Name	Evgenii Kuzmin
Position	Leader of Contracts unit group	Position	Power Plant Group Engineer
phone	+ 7 (812) 633- 39 – 99 (ext.35-50)	phone	+7 (495) 139-76-00 (ext. 5352)
E-mail	contractTD@rossiya-airlines.com	E-mail	E.A.Kuzmin@rossiya-airlines.com

INFORMATION FORM												
No	Name of the counter Part					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/b	
	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)
1												
2												
3												

authorized representatives of _____

Date: « _____ » _____

Exhibit C INFORMATION FORM

“ROSSIYA AIRLINES” Joint Stock Company

Date: _____

Date: _____