

APPROVED
Chairman of the competition committee
JSC "STC" Russia "

" " MN. Fedosov
_____ 2016

**Documentation for
Request for Quotations in non-electronic format
To select an entity to deliver materials**

Saint Petersburg
2016

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Section 1. Terms of the Public Request for Quotations

1. General

This documentation is made in accordance with the Regulations on the procurement of goods, works and services of Rossiya Airlines JSC.

The procedure for the public request of quotations (hereinafter Request for Quotations) is neither bidding, 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 bidding nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the Request for Quotations procedure does not entail for the Customer the relevant scope of obligations pertaining to mandatory conclusion of an agreement with the preferred bidder or other bidder.

2. The Customer of a Request for Quotations:

Rossiya Airlines Joint Stock Company
Place of location address: 18/4 Pilotov St., Saint Petersburg 18/4
Postal address: 18/4 Pilotov St., Saint Petersburg, 196210
official site of the Customer - www.rossiya-airlines.com
E-mail: tender@rossiya-airlines.com

Contact person of the organizer of request of quotations on the issues of making and submission of the Quotes:

Kharevich, Irina Alexandrovna,
phone: +7(812) 6-333-999 (ext. 24-63),
e-mail: tender@rossiya-airlines.com

Contact person for explanations on the technical requirements and conclusion of an agreement:

Lavrikov Eugene
e-mail: E.Lavrikov@rossiya-airlines.com
Phone: (812) 6-333-999, ext. 37-13.

3. Electronic trading facility Operator:

Name: Russian Auction House AO (RAH AO) Joint Stock Company

Website address: www.trade.lot-online.ru

Place of location address of the electronic trading facility Operator: 5 Grivtsova Pereulok, Saint Petersburg, 190000

Contact phone number/fax: +7 (812) 571-00-01 / +7 (812) 334-40-01, 331-03-17

E-mail address: support@lot-online.ru.

4. Subject-matter of the Agreement:

Delivery of Materials.

Lot № 1 - Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine;

Lot № 2 - IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A);

Lot № 3 - PASSENGER DOOR FRONT RH , p/n D5211200300100;

Lot № 4 - PASSENGER DOOR FRONT RH , p/n D5211000100100;

Lot № 5 - PASSENGER DOOR REAR LH, p/n D5211100100000.

5. Source of financing:

Own funds of Rossiya Airlines JSC

6. Initial (maximum) price of the agreement (lot price):

Lot № 1 - Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine – 250 000,00 USD

Lot № 2 - IDG -INTEGRATED DRIVE GENERATOR – 520 000,00 USD

Lot № 3 - PASSENGER DOOR FRONT RH – 90 000,00 USD

Lot № 4 - PASSENGER DOOR FRONT RH – 90 000,00 USD

Lot № 5 - PASSENGER DOOR REAR LH – 90 000,00 USD

7. Form, period and payment procedure under the agreement:

7.1. Payment form – Bank electronic transfer.

7.2. NET30. Payment within 30 days of receipt of the Client component.

Also, information is available in the Draft Agreement (Section 5 of this Documentation). Counter proposals for payment procedure are not permitted.

8. Place of delivery of goods, performance of works, provision of services:

8.1. Place of delivery address: Rossiya Airlines JSC, 18/4 Pilotov St., Saint Petersburg, 196210.

8.2. Delivery terms: Warehouse of the supplier or the recipient.

Also, information about the services performance period is available in the Terms of Reference (Section 4 of this Documentation).

9. Quantity of goods to be delivered, scope of works, services to performed

Lot № 1 - Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine - 1 pieces;

Lot № 2 - IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A) - 1 pieces;

Lot № 3 - PASSENGER DOOR FRONT RH , p/n D5211200300100- 1 pieces;

Lot № 4 - PASSENGER DOOR FRONT RH , p/n D5211000100100- 1 pieces;

Lot № 5 - PASSENGER DOOR REAR LH, p/n D5211100100000. - 1 pieces;

All information about the quantity of goods is available in the Terms of Reference (Section 4 of this Documentation).

10. Place, procedure, beginning and end date for submission of quotes to participate in the request for quotations

The Quotes to participate in the public request for quotations shall be taken at the address: block 4, 18 Pilotov St., Saint Petersburg, (tender division) on business days from 10:00 a.m. to 13:00 p.m. and from 14:00 p.m. to 16:00 p.m.

The commencement date and time for taking the quotes to participate in the request for quotations **06 December 2016, 17:00 p.m. (Moscow Time)**.

The end date and time for taking the quotes to participate in the request for quotations **20 December 2016, 17:00 a.m. (Moscow Time)**.

11. Place and date for opening the envelopes with the quotes for participation in the request for quotations:

Envelopes with quotes for participation in the request for quotations shall be opened on **20 December 2016**.

12. Place and date of consideration of offers of participants of purchase and purchase summarising:

Consideration of applications and summarizing of the procurement will take place **27 December 2016**, at the address: St.-Petersburg, street of Pilots, d. 18, korp. 4, the office of the Chairman of the competition Committee.

Section 2. Terms of the Public Request for Quotations

1. Requirements for the Procurement Bidders

There are set the following mandatory requirements for a procurement bidder (hereinafter the Bidder):

- the compliance of the 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 public request for quotations;

- no liquidation proceeding with respect to the corporate bidder and a lack of an arbitration award on the adjudication of the corporate bidder a bankrupt or initiating bankruptcy proceedings;

- no suspension of the bidder's business in accordance with the procedures established by the laws of the Bidder country as of the day of examination of the quote for participation in the public request for quotations;

- a lack of the indebtedness with the bidders on taxes, dues and other mandatory payments accrued to the budgets of any level or governmental off-budgetary funds for the calendar year elapsed. The bidder shall be deemed complying with the established requirements provided that it appeals the existence of the said indebtedness in accordance with the laws of the Russian Federation and decision on such appeal is pending as at the day of examining such quote for participation in the public request for quotations – for RF residents;

- a lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ΦZ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 21.07.2005 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal

Needs”;

-- the bidder has no overdue receivables and/or unfulfilled obligations to the customer.

2. Requirements for execution of the Quotes for participation in the request for quotations

All documents submitted by the bidders in the request for quotations shall be signed by the company principal or authorized person to do so, with the relevant company seal attached. All copies of documents shall be clearly printed.

Documents making a part of the quote for participation in the request for quotation (hereinafter the Quote) shall be fastened together so that to eliminate an accidental drop or displacement of pages. All documents attached to the Quote for participation in the request for quotations shall be bound to make one volume. The last page of the face shall be authenticated by the principal (authorized person) signature and seal of the entity with the indication of the number of pages in such volume. All pages without exception shall bear consecutive numbering.

No corrections in the Quote text have force except for those instances when such corrections are authenticated by handwritten note “alteration valid” and handwritten signature of the authorized person made near each alteration.

The Bidder in the Request for Quotations may submit only one Quote. Should more than one Quote be submitted by the Bidder in the Request for Quotations, all of them will be rejected subject to no examination on the merits.

3. Requirements for the language of the Quote for participation in the request for quotations

All documents making the Quote shall be issued in Russian or English, except those documents the originals of which are issued to the Bidder by third parties in other language. The said documents may be submitted in the language of the original provided that an official translation of such documents into Russian or English is attached thereto.

4. Requirements for the contents of documents making a part of the Quote for participation in the request for quotations

The Quote to be submitted by the Bidder in accordance with this Documentation shall be issued in accordance with the description by the forms given in section 3 and include the following documents:

4.1 description of documents (Form 1);

4.2 questionnaire form of the Bidder (Form 2);

4.3 application for participation in the open request for quotations (Form 3).

4.4 Document evidencing the powers of the person to act on behalf of the Bidder, and if necessary, a power of attorney properly executed and certifying that a person or persons signing such quote are authorized to sign such quote and that such quote shall be binding on the Bidder, documents evidencing the powers of the person signed the quote for participation in the request for quotations;

4.5 Statement with details on a lack/existing of affiliation of the Bidder with employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters) certified by the principal of the Bidder;

- 4.6 report of maintenance organization (WSR);
- 4.7 report about the inspection of the aircraft (aircraft which in the manufacture was equipped with component);
- 4.8 list of inventory components for each aircraft on which the component was installed (fitted list/OCCM);
- 4.9 copies of tags for removal/installation of this component;
- 4.10 a bill of sale for a component with no third-party interests;
- 4.11 photos of good quality from all sides, confirming the absence of external repair works;
- 4.12 photo of plates with a clear picture (read year);
- 4.13 certificate EASA Form 1 or FAA 8130(only for LOT No. 2);
- 4.14 report of maintenance organization (PSR) (only for LOT No. 2);
- 4.15 other details and documents to be provided at the discretion of the Bidder in the Request for Quotations.

5. Pricing Procedure

The prices stated by the Bidder in the Quote shall be denominated in US dollars (translation of currency other than US dollars shall be at the exchange rate of the Bank of Russia as at the opening day of envelopes). The price for services shall include all expenses of the supplier subject to the requirements of the terms of reference of this documentation as well as expenses for payment of taxes, dues and other mandatory payments contemplated by the laws of the Bidder's country.

If no VAT is charged, the Bidder shall produce the documents evidencing such fact.

6. Clarifications on the points of the Documentation of the Request for Quotations

Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the request for quotations in writing or as an electronic document in term not more than 2 business days prior to the deadline for submission of quotations.

7. Procedure for submission of the Quotes in the request for quotations

The Bidder shall put the Quote into the envelope. Then the envelope shall be sealed. The envelope shall be marked as follows: "The Quote for Request for Quotations for Selection of Supplier for delivery of materials for Rossiya Airlines JSC" Lot No.____
DO NOT OPEN BEFORE 10:00 a.m. (Moscow Time), 20 December 2016".

The time and date of the deadline determined in accordance with the Notice of the request.

The Quotes to participate in the request for quotations until the last day for submission of the Quotes shall be submitted at the address: Tender Division, 18/4 Pilotov St., Saint Petersburg, 196210, contact phone: (812) 6-333-999 ext. 24-63.

The envelopes with the quotes received by the Customer after the end time for submission of quotes for participation in the request for quotations are subject to no examination and be forwarded to the bidders who have filed such quotes within three business days after such quotes are received without integrity violation of the envelope in which such quote was submitted.

8. Amendments and withdrawal of Quotes in the request for quotations

The Bidder may amend or withdraw a submitted Quote for Request for Quotations provided its appropriate written request is received by the Customer prior to the deadline for submission of Quotes for Request of Quotations at the address specified in item 7 of this section. Such Bidder's request for quote withdrawal shall be signed by its principal or a person duly authorized by it (with a power of attorney attached). Amendments in the quote shall be introduced by withdrawing the earlier submitted quote and then re-submission of an amended quote. In its request, the Bidder shall indicate that the earlier submitted quote should be withdrawn because of submission of a new amended quote. In this case date and time of quote submission shall be date and time of submission of the initial quote.

9. Procedure for opening the envelopes with the Quotes in the request for quotations

Publicly on the day and place stated in the documentation on the request for quotations the Bidding Commission opens the envelopes with the quotes that have been submitted within the deadline set in the documentation.

Name and postal address of each Bidder whose envelope with the quote is opened, availability of information and documents contemplated by documentation, terms of the performance of the agreement stated in such quote and which is the criterion for the assessment of the Quotes, the essence of amendments in the quote or the fact of withdrawal of the quote shall be announced in the opening of the envelopes and be recorded in the envelope opening record.

Bidders submitted the Quotes for Request for Quotations or their representatives may attend the opening of envelopes. In order to so a Bidder shall notify by letter three days before opening the envelopes with quotes to the Bidding Commission, with the attachment of the copies of passports (for execution of a pass) and a power of attorney for attendance. All persons attending the opening of envelopes shall be registered in the Registration List of representatives of the Bidders.

The record on opening the envelope shall be signed by all attending members of the Bidding Commission not later than 3 business days after the opening envelopes procedure and be posted by the Customer not later than 3 days after signing in the unified information system (at the official website: www.zakupki.gov.ru).

10. Procedure for examination of the Quotes submitted for the request for quotations

The Commission shall examine the quotes submitted for participation in the request for quotations for their compliance with the requirements set by the documentation on the request for quotations, and compliance of the bidders with the requirements set in item 1 of this section, compliance of goods, works, services offered with the requirements of the documentation in the request for quotations.

It is recognized meeting the formal requirements the quote that complies with all provisions, terms and specifications of the documentation for request for quotations and contains no significant deviations or reserves. Significant deviations or reserves are the following deviations or reserves:

- a) affecting any significant way the scope or quality of goods delivered (works performed, services provided);

- b) restricting any significant way the rights of the customer or obligations of the procurement bidder under the agreement contemplated by documentation;
- c) their correction put at a disadvantage in the competitive struggle other bidders which have submitted the quotes substantially meeting the requirements.

If there are discrepancies in the quote between the indication of the amounts in words and figures, then the commission takes into account the amount stated in words.

Based on the results of examination of the quotes for participation in the request for quotations the Commission will take a decision on:

- admission to the participation in the request for quotations of the Bidder (recognition of the bidder submitted the quote for a request for quotations as the bidder in such procurement);
- refusal to admit the bidder to participate in the request for quotations.

A bidder shall not be allowed for participation in the request for quotations if:

- there is a failure to submit documents determined by item 3 of this section or existing incorrect details on the procurement bidder in such documents;
- incompliance of the procurement bidder with the requirements for the procurement bidders set by item 1 of this section;
- incompliance of goods, works, and services offered with the requirements of the documentation on the request for quotations;
- A failure to provide clarifications on the Quote for request for quotations upon request of the Commission;
- the agreement price quotation exceeds the initial (maximum) set by the customer in the procurement documents;
- incompliance of the quote for participation in the request for quotations with the requirements of documentation for the request for quotations, among other things:
 - a) the quote fails to comply with the form of documentation of the request for quotations and/or does not include in its contents mandatory details according to the requirements of such request for quotations;
 - b) documents are not properly signed.

In case of finding fact of unreliable data indicated in the quote, finding fact of liquidation or bankruptcy proceedings or adjudication order being taken against the bidder, fact of suspended operations of the bidder according to the procedure established by Russian Federation Administrative Offence Code, fact of arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the recent calendar year such bidder shall be banned from bidding for the request for quotations procedure at any stage.

Should it be taken a decision, based on the results of examination of quotes for request for quotations, on the refusal to admit for participation in the request for quotations of all bidders submitted the quotes for participation in the request for quotations or admission for participation in the request for quotations and recognition the bidder the only bidder submitted the quote for participation in the request for quotations, the request for quotations procedure shall be deemed failed.

Should the quote of the only bidder be recognized complying with the requirements of documentation for request for quotations, such Bidder shall be deemed the only bidder in the public request for quotations. The Customer may enter into the agreement with the only bidder on the terms of documentation for request for quotations, draft agreement and the quote submitted by such Bidder. Such Bidder is not entitled to refuse from conclusion of an agreement with the Customer.

11. Assessment of Quotes

Comparison of Quotes admitted for participation in request for quotations shall be made based on the Price criterion:

For comparative evaluation of the quotes from the bidders in the request for quotations it will be used the following technique:

The Agreement price shall be computed by the following formula:

$$P = C + T1 + T2 + T3 + T4 + D$$

where: P - is the cost of the supplier's offer on the terms of EXW delivery: warehouse of the supplier EXW.

T1 - customs formalities fees.

T2 - customs duty

T3 - cost of services of the customs representative.

T4 - cost of execution of declaration of conformity (if necessary for the customs clearance of goods)

D - expenses for delivery.

The determination of the winner is made by comparing prices with all prices in common currency: US dollars at the exchange rate of the Bank of Russia on the date of bid opening.

When comparing participants' applications with the purpose of correct calculation of the economic effect of the transaction the customer takes into account its right to make a tax deduction of VAT in accordance with article 171 of the Tax code of the Russian Federation. In this regard, is set as a uniform basis of comparison of price proposals: price proposals of participants – residents of the Russian Federation accepted the comparison without VAT, prices of bids, non – residents, are accepted for comparison with all fees and taxes in accordance with the legislation of the country of the participant

12. Terms for Conclusion of an Agreement

The Agreement will be concluded for one or more Lots with the procurement Bidder whose quote meets more complete the requirements of the Customer stated in documentation, contains better conditions for the performance of the agreement, and whose quote is assigned number one for each Lot.

The Bidder may submit a counter draft agreement where it is complied with all mandatory terms explicitly stated in the procurement documentation, including in the Customer draft agreement.

The winner in the request for quotations shall submit an agreement signed by it to the Customer within 15 business days after posting in the unified information system (at the official site www.zakupki.gov.ru) of the results of the request for quotations.

The term for conclusion of the agreement with the winner by the procurement results shall not exceed 90 days from the date of summarizing the results.

Contact person for conclusion of the agreement:

Opara, Olga Yurievna

O.Opara@rossiya-airlines.com

phone. (812) 6333954

Should the winner in the request for quotations be evading the conclusion of the

agreement, the Customer may take a decision to sign the agreement with the bidder whose quote is assigned number two

The request for quotations winner or request for quotations Bidder with whom the agreement will be signed, together with the signed agreement shall submit:

- details with respect to all chain of owners, including beneficiaries (including ultimate), and the members of executive bodies with evidencing by relevant documents. Details shall be submitted according to the appendix form to the draft agreement (section 5 of this documentation).

13. Miscellaneous

The Customer may without giving a reason take a decision to refuse from holding the request for quotations at any time or entering into an agreement, without being liable to the bidders, including compensation for any expenses related to issuance and submission of the quote for participation in the request for quotations.

If it is taken a decision to refuse holding the request for quotations, the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations in the unified information system (at the official website www.zakupki.gov.ru).

Should the customer refuse to sign the agreement with the request for quotations winner and the bidder whose quote was assigned number two, the Customer shall post a notice on recognition of the request for quotations failed in the unified information system (at the official website: www.zakupki.gov.ru)

Should the request for quotations be recognized failed and/or the agreement is not concluded with the bidder in request for quotations who has filed the only quote or recognized the only request for quotations bidder, the Customer may hold the repeated request for quotations or apply another method of procurement, including enter into an agreement for procurement procedure with the only supplier (provider, contractor).

Section 3. Forms and Documents Templates

Form 1 List of Documents

To be submitted for public request for quotations to identify a company

(name of the corporate Bidder)

Hereby certify that it submits the documents referred to below for participation in the public request for quotation:

| # | Name | Total Number of Pages | Page Number |
|-----|------|-----------------------|-------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| ... | | | |

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Form 2. Bidder Questionnaire Form (for RF residents)

| | |
|--|---------|
| 1. Full and abbreviated name of the entity and its form of incorporation: <i>(under the Incorporation documents in the established form, certificate of state registration, certificate of making an entry in the uniform register of legal entities)</i> | |
| 2. Registration data: 2.1. Date, place and registration authority <i>(under Certificate of state registration)</i> | |
| 2.2. Incorporators (list names and form of incorporation of all incorporators with ownership interest of more than 10% in the authorized capital) and their shareholdings (for joint stock companies – abstract from the shareholders register as a separate document) | |
| 2.3. Duration of the company | |
| 2.4. Size of the authorized capital | |
| 2.5. Number and postal address of the Inspection of the Federal Tax Service where the bidder is registered as a taxpayer <i>(it is necessary to state taxpayer's ID-INN, KPP, Primary State Registration Number – OGRN, OKPO of the Bidder)</i> | |
| 3. Registered address of the order placement bidder | Country |
| | Address |
| 4. Postal address of the order placement bidder | Country |
| | Address |
| | Phone |
| | Fax |
| 5. Bank details (may be more than one): | |
| 5.1. Name of servicing bank | |
| 5.2. Transaction account | |
| 5.3. Correspondent account | |
| 5.4. BIC code | |
| 6. Details of available licenses | |
| 7. Details of available certificates of admissions | |
| 8. Details of subsidiaries and affiliated entities (persons included in one group of persons with the bidder (as worded by Article 105-106 of the Civil Code of the Russian Federation). | |
| 9. Phones of the Bidder (with the statement of the city code) | |
| 10. Fax of the Bidder (with the statement of the country and city codes) | |
| 11. Internet site and e-mail address of the Bidder | |
| 12. Last name, first name, patronymic and title of the Company principal of the Bidder | |
| 13. Available status of the subject of small/medium business (state the status) | |

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Bidder Questionnaire Form (for non-residents of the RF)

| | |
|--|---------|
| 14. Full and abbreviated name of the entity and its form of incorporation: | |
| 15. Registration data: 2.1. Date, place and registration authority | |
| 2.2. Duration of the company | |
| 16. Address of the Bidder | Country |
| | Address |
| | Phone |
| | Fax |
| 17. Bank details | |
| 4.1. Name of servicing bank | |
| 4.2. Transaction account | |
| 18. Internet site and e-mail address of the Bidder | |
| 19. Last name, first name, patronymic and title of the Company principal | |

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Rossiya Airlines JSC
18/4 Pilotov St.,
Saint Petersburg, 196210

**APPLICATION
FOR APPLICATION FOR PARTICIPATION IN THE REQUEST FOR QUOTATIONS**

Lot No. _____
(State the number and name of lot)

1. _____
(Name of the corporate Bidder)

Represented by

(name of principal title and his full name)

This is to advise of consent to take part in the public request for quotations on the terms set forth in the procurement documentation, and to submit the following quote.

2. We agree to deliver materials contemplated by the public request for quotations Lot No. _____, in accordance with the documentation and on the terms we have stated in this Quote:

| Name of Goods | Quantity, pcs. | Cost in USD (without VAT) | VAT | Total Price, excluding VAT | Total Price, including VAT | Place of transfer |
|---------------|----------------|---------------------------|-----|----------------------------|----------------------------|-------------------|
| | | | | | | |
| TOTAL: | | | | | | |

3. We have noted materials of the Terms of Reference that influence cost of the goods, works and/or services.

4. We agree that should we fail to include any pricing with respect to the subject-matter of the public request for quotations, such services will be delivered in any case in full accordance with the Terms of Reference and terms of the price quoted by us.

5. This Quote is to confirm that against

(name of the Bidder)
no liquidation, bankruptcy proceedings are initiated, or business is suspended.

6. Should our quote be recognized the best, we undertake the obligation to sign the agreement with Rossiya Airlines for

(state the subject-matter of the request for quotations)

in accordance with the requirements of documentation and terms stated in this quote, within 15 business days after the Customer has posted the results of the public request for quotations in the unified information system (at the official site of the RF www.zakupki.gov.ru).

7. Should our quote be the best after the quote of the public request for quotations winner, and the public request for quotations winner is recognized evading the conclusion of the agreement with the Customer, we undertake to sign the agreement for _____ (*state the subject-matter of the request for quotations*)

In accordance with the requirements of documentation and on the terms of our quote within 15 business days after the Customer has notified us.

8. In the event of our winning in the request for quotations 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 not later than the day of the conclusion of the agreement.

9. This Quote is valid within 90 days after the public request for quotations results have been posted at the official site of the RF www.zakupki.gov.ru.

10. The Quote consists of the following documents: _____

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Section 4

LOT № 1 Technical assignment

Requirements for purchase Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine.

1. Terms, Conditions and Procedure of Payment.

1.1. Form of payment is a wire transaction.

1.2. NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2. Terms of delivery: Warehouse of the supplier or the recipient.

2.3. Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1. Inlet Cowl should satisfy the following condition:

- should be p/n 642-1000-505 i.e. post SB RA32071-126;
- should be in repaired or overhauled condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than 2007;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection;
- no blind rivets permitted on lip skin

- no polished/shiny lip skin permitted (it should be anodized in accordance with initially designed);
- if a permanent repair exists (Cat A with no periodic inspection), work card/shop report must be provided with reference to SRM, CMM or RDAS if any;
- should not have Non-OEM repairs/alterations.

3.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

LOT № 2

Technical assignment

Requirements for purchase IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A)

1. Terms, Conditions and Procedure of Payment.

1.1 Form of payment is a wire transaction.

1.2 NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2. Terms of delivery: Warehouse of the supplier

2.3. Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4. The delivery must be accompanied with the following documents:

- EASA FORM ONE or FAA8130 and Post Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1. INTEGRATED DRIVE GENERATOR should satisfy the following condition:

- should be p/n 1708897 or p/n 772181A i.e. SBC 90EGS31/41/43I-24-17 and SBC 90EGS31/41/43I-24- SB , which must be stated on the Post shop report and in block 13 EASA FORM 1;
- should be in SV condition;
- must be certified with recently issued EASA Form 1 or FAA 8130.

3.2. Documentation:

- certificate EASA Form 1 or FAA 8130;
- Post Shop Report;
- copy of removal tags at time of removal/installation.

LOT № 3 Technical assignment

Requirements for purchase PASSENGER DOOR FRONT RH , p/n D5211200300100.

1. Terms, Conditions and Procedure of Payment.

- 1.1. Form of payment is a wire transaction.
- 1.2. NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2. Terms of delivery: Warehouse of the supplier or the recipient.

2.3. Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1. PASSENGER DOOR FRONT RH should satisfy the following condition:

- should be p/n D5211200300100 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than June 2005;
- must be ensured total accumulated FH less than 38000 and FC less than 18000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

3.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

LOT № 4 **Technical assignment**

Requirements for purchase PASSENGER DOOR FRONT RH , p/n D5211000100100.

1. Terms, Conditions and Procedure of Payment.

- 1.1. Form of payment is a wire transaction.
- 1.2. NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2. Terms of delivery: Warehouse of the supplier or the recipient.

2.3. Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1. PASSENGER DOOR FRONT RH should satisfy the following condition:

- should be p/n D5211000100100 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than December 2001;
- must be ensured total accumulated FH less than 39000 and FC less than 17000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

3.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

LOT № 5

Technical assignment

Requirements for purchase PASSENGER DOOR REAR LH, p/n D5211100100000.

1. Terms, Conditions and Procedure of Payment.

1.1. Form of payment is a wire transaction.

1.2. NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2. Terms of delivery: Warehouse of the supplier or the recipient.

2.3. Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1. PASSENGER DOOR REAR LH should satisfy the following condition:

- should be p/n D5211100100000 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than March 2000;
- must be ensured total accumulated FH less than 41000 and FC less than 23000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

3.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

Section 5 DRAFT AGREEMENT

LOT № 1

Draft Agreement for purchase Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine

The agreement for purchase Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine is made _____, 201__ between _____(hereinafter referred to as "Seller") registered in _____ : and „Rossiya Airlines“ JSC _____(hereinafter referred to as "Rossiya Airlines") , registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4

Subject of the agreement

Services for purchase Inlet Cowl p/n 642-1000-505 for CFM56-5B5/P Engine

Equipment is _____ , including _____ in total _____.

1. Terms, Conditions and Procedure of Payment.

1.1 Form of payment is a wire transaction.

1.2 NET30. Payment within 30 days of receipt of the Client component.

2. Address, Conditions and Terms of Delivery.

2.1 Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

2.2 Terms of delivery: Warehouse of the supplier or the recipient.

2.3 Date of delivery: In December of 2016

Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

2.4 The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

3. Characteristics:

3.1 Inlet Cowl should satisfy the following condition:

- should be p/n 642-1000-505 i.e. post SB RA32071-126;
- should be in repaired or overhauled condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;

- DOM should be not earlier than 2007;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection;
- no blind rivets permitted on lip skin
- no polished/shinny lip skin permitted (it should be anodized in accordance with initially designed);
- if a permanent repair exists (Cat A with no periodic inspection), work card/shop report must be provided with reference to SRM, CMM or RDAS if any;
- should not have Non-OEM repairs/alterations.

3.2 Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

4. Force majeure

Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

5. Jurisdiction & Governing law

In case of any dispute concerning this agreement the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties. Provisions of this agreement shall be construed with respective laws of the country of Seller.

6. Validity.

Thai agreement remains in force through 31.12.2020.

LOT № 2**The draft of the agreement for purchase IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A)**

The agreement for purchase IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A) is made between _____(hereinafter referred to as "Provider") registered in _____ : and „Rossiya Airlines“ JSC _____(hereinafter referred to as "Customer") , registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4

1.Subject of the agreement

purchase IDG -INTEGRATED DRIVE GENERATOR, p/n 1708897 (p/n 772181A)

2.Characteristics

2.1 Inlet Cowl should satisfy the following condition:

- should be p/n 1708897 or p/n 772181A i.e. SBC 90EGS31/41/43I-24-17 and SBC 90EGS31/41/43I-24- SB , which must be stated on the Post shop report and in block 13 EASA FORM 1;

- should be in SV condition;

- must be certified with recently issued EASA Form 1 or FAA 8130.

2.2 Documentation:

-certificate EASA Form 1 or FAA 8130;

-Post Shop Report;

- copy of removal tags at time of removal/installation.

3.Terms, Conditions and Procedure of Payment.

3.1 Equipment is _____ , including _____ in total _____.

3.2 Form of payment is a wire transaction.

NET30. Payment within 30 days of receipt of the Client component.

4.Address, Conditions and Terms of Delivery.

4.1 Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

4.2 Terms of delivery: Warehouse of the supplier

4.3 Date of delivery: In December of 2016

4.4 Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

4.5 The delivery must be accompanied with the following documents:

- EASA FORM ONE or FAA8130 and Post Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details

5. Force majeure

Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.

Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

6. Jurisdiction & Governing law

6.1. In case of any dispute concerning this agreement the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2. Provisions of this agreement shall be construed with respective laws of the country of Provider.

7. Validity.

That agreement remains in force through 31.12.2018.

LOT № 3**The draft of the agreement for purchase PASSENGER DOOR FRONT RH , p/n D5211200300100 for A319 EI-EYM**

The agreement purchase PASSENGER DOOR FRONT RH , p/n D5211200300100 for A319 EI-EYM is made between _____(hereinafter referred to as "Provider") registered in _____ : and „Rossiya Airlines“ JSC _____(hereinafter referred to as "Customer") , registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4

1. Subject of the agreement

purchase PASSENGER DOOR FRONT RH , p/n D5211200300100 for A319 EI-EXM

2. Terms, Conditions and Procedure of Payment.

2.1 Equipment is _____ , including _____ in total _____. Form of payment is a wire transaction.

2.2 NET30. Payment within 30 days of receipt of the Client component.

3 Address, Conditions and Terms of Delivery.

3.1 Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

3.2 Terms of delivery: Warehouse of the supplier or the recipient.

3.3 Date of delivery: In December of 2016

3.4 Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

3.5 The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

4 Characteristics:

4.1 PASSENGER DOOR FRONT RH should satisfy the following condition:

- should be p/n D5211200300100 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;

- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than June 2005;
- must be ensured total accumulated FH less than 38000 and FC less than 18000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

4.2 Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

5. Force majeure

Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.

Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

6. Jurisdiction & Governing law

6.1. In case of any dispute concerning this agreement the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2. Provisions of this agreement shall be construed with respective laws of the country of Provider.

7. Validity.

That agreement remains in force through 31.12.2022.

LOT № 4**The draft of the agreement for purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU**

The agreement purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU is made between _____(hereinafter referred to as "Provider") registered in _____ : and „Rossiya Airlines“ JSC _____(hereinafter referred to as "Customer") , registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4

4.Subject of the agreement

purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU

5.Terms, Conditions and Procedure of Payment.

- 2.1 Equipment is _____ , including _____ in total _____.Form of payment is a wire transaction.
- 2.2 Form of payment is a wire transaction.
- 2.3 NET30. Payment within 30 days of receipt of the Client component.

6.Address, Conditions and Terms of Delivery.

6.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

6.2. Terms of delivery: Warehouse of the supplier or the recipient.

6.3. Date of delivery: In December of 2016

6.4. Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

6.5. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

7.Characteristics:

7.1. PASSENGER DOOR FRONT RH should satisfy the following condition:

- should be p/n D5211000100100 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than December 2001;

- must be ensured total accumulated FH less than 39000 and FC less than 17000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

7.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

8. Force majeure

Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.

Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

9. Jurisdiction & Governing law

6.1. In case of any dispute concerning this agreement the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2. Provisions of this agreement shall be construed with respective laws of the country of Provider.

10. Validity.

That agreement remains in force through 31.12.2022.

LOT № 5**The draft of the agreement for purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU**

The agreement purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU is made between _____(hereinafter referred to as "Provider") registered in _____ : and „Rossiya Airlines“ JSC _____(hereinafter referred to as "Customer") , registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4

8. Subject of the agreement

purchase PASSENGER DOOR FRONT RH , p/n D5211000100100 for A319 VP-BBU

9. Terms, Conditions and Procedure of Payment.

2.4 Equipment is _____ , including _____ in total _____. Form of payment is a wire transaction.

2.5 Form of payment is a wire transaction.

2.6 NET30. Payment within 30 days of receipt of the Client component.

10. Address, Conditions and Terms of Delivery.

10.1. Address of delivery:

JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.

10.2. Terms of delivery: Warehouse of the supplier or the recipient.

10.3. Date of delivery: In December of 2016

10.4. Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department, responsible: Engineer of Logistic Department Anastasiia Chukhina +7(812)633-39-99 ext.37-35, LD@rossiya-airlines.com

10.5. The delivery must be accompanied with the following documents:

- EASA FORM ONE and Work Shop Report;
- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.

11. Characteristics:

11.1. PASSENGER DOOR FRONT RH should satisfy the following condition:

- should be p/n D5211000100100 or equivalent;
- should be in SV condition;
- should be freshly painted with standard grey or white color;
- must be certified with recently issued EASA Form 1;
- DOM should be not earlier than December 2001;

- must be ensured total accumulated FH less than 39000 and FC less than 17000;
- should not have external repairs (confirmed with good quality pictures from all side view);
- should not have temporary repairs, damages and repairs accompanied with supplemental inspection.

11.2. Documentation:

- certificate EASA Form 1, including FH/FC and DOM;
- Work Shop Report;
- Airbus AIR (Aircraft Inspection Report) for a MSN donor equipped with the part at manufacture;
- fitted list/OCCM for donor to demonstrate utilization in FH/FC accumulated (if the part has ever migrated to another A/C, each period should be covered);
- copy of removal tags at time of removal/installation;
- BILL OF SALE, FREE OF THIRD PARTY INTERESTS.

11. Force majeure

Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.

Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

12. Jurisdiction & Governing law

6.1. In case of any dispute concerning this agreement the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2. Provisions of this agreement shall be construed with respective laws of the country of Provider.

13. Validity.

That agreement remains in force through 31.12.2022

INFORMATION FORM

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

authorized representatives of _____
 Date: «_» _____

APPENDIX
to Services Contract № _____

“ROSSIYA AIRLINES” Joint Stock Company
 General Director

Provider

_____ Dmitrii Saprykin

Date: _____

Date: _____

Appendix
To Services Agreement No. _____ dated _____

FORM FOR SUBMISSION OF INFORMATION

| # | Name of Counterparty (Taxpayer's ID, type of business) | | | | | | Agreement (details, subject-matter, total value, validity and other significant terms) | | | | | # | Details of the chain of owners of the counterparty, including beneficiaries (including ultimate) | | | | | |
|---|---|-----------------------------------|----------------------|---|--|--|--|---------------------------------|--------------------------|--------------------|-------------------------|---|---|-----------------------------------|------------------------|---------------------------------------|---|---|
| | Taxpayer's ID | Primary State Registration Number | Name of Counterparty | Code by All-Russian Classifier of Types Economic Activity | Last name, first name, patronymic of the Principal | Authority and number of identity document of the principal | Number and date | Subject-matter of the Agreement | Total price (mln. Rbls.) | Agreement Validity | Other significant terms | | Taxpayer's ID | Primary State Registration Number | Company Name/Full name | Registered address/place of residence | Series and number of person identity document (for an individual) | Principal/member/shareholder/beneficiary/ details of executive body |
| 1 | | | | | | | | | | | 1.1 | | | | | | | |
| | | | | | | | | | | | 1.1.1 | | | | | | | |
| | | | | | | | | | | | 1.1.2 | | | | | | | |
| | | | | | | | | | | | 1.1.3 | | | | | | | |
| | | | | | | | | | | | 1.1.3.1 | | | | | | | |
| | | | | | | | | | | | 1.1.3.2 | | | | | | | |
| | | | | | | | | | | | ... | | | | | | | |
| | | | | | | | | | | | 1.2 | | | | | | | |
| | | | | | | | | | | | 1.2.1 | | | | | | | |
| | | | | | | | | | | | ... | | | | | | | |

Title, full name of the Counterparty Principal _____
 Печать _____ signature _____ /date/

Note. The table states detailed information on the chain of owners of the counterparty (incorporators/shareholders; with respect to incorporators/shareholders which are legal entities the details of their incorporators, etc.), including ultimate beneficiaries : 1.1, 1.2 – owners of the counterparty under the agreement (owners of the first level); 1.1.2, 1.2.1, 1.2.2, etc.. – Owners of the entity 1.1 (owners of the second level) and etc. – according to the same scheme until the ultimate beneficiary (1.1.3.1)

Rossiya Airlines JSC
 General Director

_____ Dmitri Saprykin

Date: _____

_____ (Supplier)

Date: _____