

APPROVED BY
**Chairman of the
Competition committee
Rossiya Airlines JSC**

_____ **M.N. Fedosov**

_____ 2016

**Documentation
Public Request for Quotations in Non-Electronic Format
for Selection of Service Provider for Delivery of Boeing-747-400
Aircraft Simulators for Leasing
for Rossiya Airlines JSC**

St.Petersburg
2016

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Section 1. Conditions for Public Request for Quotations Procedure

1. General

The present documentation has been developed according to the "Provision on Procurement of Goods, Works and Services of Rossiya Airlines JSC".

Procedure for the public request for quotations (hereinafter referred to as Request for Quotations) is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 – 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057 to 1061, Part Two of the Civil Code of the Russian Federation. Thus, conduction of the Request for Quotation does not imply any appropriate civil obligations for the customer for mandatory contract conclusion with the winner or other bidder.

2. Requirements to Procurement Bidders

The following mandatory requirements for Procurement Bidders (hereafter referred to as Bidder) are established:

- Bidder shall comply with the requirements established according to the Russian legislation for persons delivering goods, performing work and/or rendering services being a subject of a public request for quotations;

- Bidder shall not be under liquidation as a legal entity and there shall be no any adjudication order for the bidder as a legal entity or initiated bankruptcy proceedings;

- Bidder's operations shall not be suspended according to legislation of the bidder's country as of the date of the public Request for Quotation bid review;

- Bidder shall have no any arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the past calendar year. The bidder shall be deemed to be compliant with the relative established requirement if he has appealed against the above arrears according to the Russian legislation and no decision with respect to such claim has been made as of the date of the public Request for Quotation bid review – for residents of the Russian Federation;

- Bidder shall not be listed in the suppliers blacklist as stipulated in Art. 5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ "On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services" dated April 5, 2013;

- **Bidder shall have no any overdue accounts** receivable and/or outstanding commitments to the Customer;

- Procurement bidder shall comply with qualification and mandatory requirements in accordance with part 2 of the Terms of Reference (Section 4 of the present Documentation).

3. Requirements for Preparation of the Request for Quotations Bids

All documents submitted by the Request for Quotations Bidders shall be signed by the company's chief executive officer or a person authorised by him and shall be sealed with the appropriate company's stamp. All copies of the documents shall be clearly printed.

Documents included into the bid for the Request for Quotations (hereinafter referred to as Bid) shall be clamped such to prevent accidental loss or movement of pages. All documents attached to the Bid for the Request for Quotations shall be stitched in one volume. Last pages of the documents shall be endorsed with signature of the company's chief executive officer (or duly authorized person) and sealed with the company's stamp indicating number of pages in the volume. All pages, without exception, shall have consecutive numbering.

Any amendments in the text of the Bid shall be invalid unless these amendments are certified both by a hand-written inscription "Amendment valid" and the autograph signature of the authorized person next to each amendment.

Bidder for the Request for Quotations may submit only one Bid. If any Bidder submits several Bids all these bids will be rejected not being reviewed on the merits.

4. Requirements to Language of the Bid for Request of Quotations

All documents included into the Bid shall be issued both in Russian and English language except for those documents, which originals are issued to the Bidder by the third parties in other language. The specified documents may be submitted in original language provided that officially issued translation of these documents into Russian is attached to them.

5. Requirements to Contents of Documents Included into the Bid for the Request for Quotations

Bid to be submitted by a Bidder in accordance with the present Documentation shall be compiled according to the list as per the Forms given in Section 3 and shall include the following documents:

- 5.1 List of Documents (Form 1).
- 5.2 Bidder's Questionnaire (Form 2).
- 5.3 Quote (Form 3).
- 5.4 Certificate of Legal Entity State Registration (document/extract about registration in the Trade register – for non-Russia residents).
- 5.5 Document authorizing the person's powers to act on behalf of the Bidder, if required – a power of attorney duly issued and certifying that the person or persons signing the Bid are duly authorized to sign the bid and that this bid is binding upon the Bidder; documents authorizing powers of the person who has signed the bid for the Request for Quotations.
- 5.6 Certificate of the aviation training centre (TRTO) issued in accordance with the current legislation of the country of Training Centre.
- 5.7 Training equipment certificates: Qualification certificates for simulators with attached specifications /Permits from the Federal Air Transport Agency for the simulators, Manufacturer certificates or other documents that include list of specifications.
- 5.8. FSTD Evaluation Report for each simulator.
- 5.9 Malfunction List for each simulator.
- 5.10 Airport Data Base/List of visual model airports of simulator (fully modelled airports and/or generic airports with navigational aids).

5.11 Information about the Performance Data Base (PBD) specification and FMS p/n.

5.12 Statement of affiliation/non-affiliation of the procurement bidder with Rossiya Airlines Joint Stock Company's employees and their immediate relatives (spouses, parents, brothers and sisters) verified by the company's chief executive officer.

5.13 Procurement bidder may provide a counter draft contract provided all obligations as explicitly stated in the documentation (including the Customer's draft contract) are met. Customer is entitled to reject the Bidder's counter draft contract that does not comply with requirements stipulated in the present item 5.13.

5.14 Approval or Certificate of the aviation training centre issued by the Russian Aviation Authorities to the Training Centre at the place of service rendering (valid at least until October, 2017).

6. Quote Pricing Procedure

6.1. Prices given in the Bidder's Bid shall be indicated in Euro or in Russian rubbles. For the purpose of comparison of prices stated in the bids currency will be converted in Euro at the fixed rate of the Russian Central Bank as of the date of opening of envelopes.

6.2. Cost of services for the A/C simulator leasing shall include the following:

6.2.1. For Bidders that are non-Russia residents: expenses of contractor based on the requirements of the Terms of Reference in the present documentation as well as expenses for payment of taxes, duties and other obligatory payments stipulated by legislation of the Bidder's country including Value Added Tax (VAT).

6.2.2. For Bidders that are Russian residents: expenses of contractor based on the requirements of the Terms of Reference in the present documentation as well as expenses for payment of taxes, duties and other obligatory payments stipulated by legislation of the Russian Federation excluding VAT.

6.3. Bidder shall specify in the Bid if VAT is not chargeable. The Russian residents shall submit appropriate supporting documents.

7. Clarification of Documentation for Request for Quotations Procedure

Any potential bidder is entitled to send to the Customer an inquiry for clarification of provisions of documentation for the Request for Quotations in writing or in electronic format at least 2 business days before the deadline of submission of the bids for the Request for Quotations.

8. Procedure of Submission of Bids for Request for Quotations

Bidder shall put the Bid into an envelope. Then the envelope shall be sealed. The envelope shall be marked with the following: «Bid for Public Request for Quotations for Services regarding Delivery of Boeing-747-400 Aircraft Simulators for Leasing for Rossiya Airlines JSC **DO NOT OPEN BEFORE 10.00 (Moscow time), December 13, 2016.**

Deadline for submission of Bids for Request of Quotations is 10.00 (Moscow time) December 13, 2016 but not prior to the time specified in the notice to invitation to the Request for Quotations (hereinafter referred to Notice).

Prior to the Bids submission deadline the Bids for the Request of Quotations shall be submitted to the following address: Tender Division, 18/4 Pilotov Str., St.Petersburg, 196210, contact phone: (812) 6-333-999 ext. 24-65.

Envelopes with bids received by the Customer after the Bids submission deadline shall not be reviewed and shall be sent back to the procurement bidders submitted such bids within 3 business days from the date of bid receipt with intact integrity of the envelope used for submission of such bid.

9. Amendments and Withdrawal of Bids for Request for Quotations

Bidder is entitled to amend or withdraw submitted Bid for Request for Quotations provided his appropriate written request is received by the Customer prior to the deadline for submission of Bids for Request of Quotations at the address specified in item 8 of the present Section. Bidder's request for bid withdrawal shall be signed by his chief executive officer or a person duly authorized by him (with attached power of attorney). Amendments in the bid shall be introduced by withdrawing the earlier submitted bid and then re-submission of an amended bid. In his request, the Bidder shall indicate that the earlier submitted bid should be withdrawn because of submission of a new amended bid. In this case date and time of bid submission shall be date and time of submission of the initial bid.

10. Procedure of Opening of Envelopes with Bids for Request for Quotations

Bidding Commission shall open, in public, envelopes with bids submitted within the time periods specified in the documentation, on the day, time and in place as specified in the documentation for the public Request for Quotations.

Name and mailing address of each Bidder, whose bid envelope is opened, as well as available information and documents required by the documentation, conditions of contract execution that are specified in such bid and considered to be bid assessment criteria, merit of bid amendment and fact of bid withdrawal shall be announced upon opening of envelopes and recorded in the Bid Opening Report.

Bidders submitted bids for Request for Quotations or their representatives may attend the bid envelope opening procedure. For this purpose, the Bidder shall send an appropriate letter to the Bidding Commission 3 days prior to beginning of bid envelope opening procedure with attached copies of passport (for admission card issue) and power of attorney for attendance. All attendees shall be recorded in the List of Bidders' Representatives.

The Bid Opening Report shall be signed by all attending members of the Bidding Commission within 3 business days from the date of bid opening procedure and shall be posted by the Customer in the unified information system (at the official web-site www.zakupki.gov.ru.) within 3 days after its signing.

11. Pre-qualification Stage, Procedure of Review of Bids for Request for Quotations

Within the pre-qualification stage the Bidding Commission shall check the following:

- Bids - for compliance with the requirements specified in the request for quotations procedure documentation regarding preparation and contents. And the bids will be deemed to be compliant with the requirements of the documentation even though they have minor non-conformities with respect to form, or arithmetic or grammar mistakes that have been corrected and such correction is approved by the bidder submitted the bid;

- Procurement bidder - for compliance with the Customer's requirements stipulated in item 2 of the present Section of the documentation;

- Proposed goods, work and/or services - for compliance with the requirements of the request for quotations.

A bid shall be deemed to be complying with the formal requirements if this bid meets all provisions and conditions of the Request for Quotations documentation and does not include any significant deviations or exceptions. Significant deviations or exceptions are deviations and exceptions:

- a) that affect, in any essential way, the scope or quality of products to be delivered (work to be performed and/or services to be rendered);
- b) that limit, in any essential way, customer's rights or bidder's obligations under the contract as stipulated in the documentation;
- c) correction of which will cause unequal competitive conditions for other bidders submitted bids that are generally comply with the key bid requirements.

In case of any discrepancies between amounts in figures and in words in the bid, the amount in words shall be considered for review.

Based on the results of review of the Request for Quotations bids the Bidding Commission shall decide on the following:

- whether to qualify the bidder for bidding in the Request for Quotations (to deem a bidder submitted a bid for the Request for Quotations to be a bidder for such Request for Quotations);
- whether not to qualify the bidder for bidding in the Request for Quotations or to reject his bid application.

Procurement Bidder shall not be qualified for bidding in the Request for Quotations if:

- documents stipulated in item 5 of the present Section are not submitted or include unreliable information about the procurement bidder;
- the procurement bidder does not meet the requirements for procurement bidders stipulated in item 2 of the present Section;
- proposed qualification, mandatory and other parameters of the bidder as well as of the goods, works and/or services do not comply with the requirements given in the documentation regarding Request for Quotations;
- no clarification regarding the bid for the Request for Quotations has been provided upon the Commission's query;
- The counter draft contract submitted by the Bidder has been rejected due to non-compliance with the conditions of the request for quotations documentation;
- proposed price exceeds the initial (maximum) price specified by the Customer in the request for quotations documentation;

- bid for the Request for Quotations does not comply with the requirements for bids stipulated by the documentation regarding the Request for Quotations procedure including when:
 - a) the bid does not comply with the form of the Request for Quotation documentation and/or does not include mandatory information according to the requirements of the public Request for Quotations;
 - b) the documents are not duly signed.

In case of finding of fact of unreliable data indicated in the bid, finding of 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 legislation of the bidder's country, fact of arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the past calendar year such bidder shall be banned from bidding for the request for quotations procedure at any stage.

If during pre-qualification stage it is decided to deny all procurement bidders submitted bids for the request for quotations to be qualified for the request for quotations, or to qualify for the request for quotations only one bidder submitted a bid for the request for quotations then the request for quotations shall be deemed to be failed.

In case a bid of only one procurement bidder is deemed to be complying with the requirements of the documentation for request for quotation procedure such bidder shall be deemed to be the only one bidder for the request for quotations. The Customer is entitled to conclude a contract with the only one bidder under the conditions given in the documentation for the request for quotations procedure, draft contract and the bid submitted by the bidder. Such bidder is not entitled to withdraw from conclusion a contract with the Customer.

12.Procedure of Evaluation and Comparison of Bids for Request for Quotations

12.1. Evaluation and comparison of bids shall be made using the 10-score system according with the criteria given in Table 1 below and considering criteria weight and using methods of evaluation and comparison according to conditions of the present Procedure of Evaluation and Comparison of Bids for Request for Quotations.

12.2. Criteria for evaluation of bids for the request for quotations: *Table 1. List and Weight of Criteria for Evaluation of Quotations for Boeing-747-400 Aircraft Simulators Leasing*

№ Item No.	Parameter Weight, %	Parameter Weight, %	Parameter Rating (Vparameter)	Name of Criterion, Parameter (j)
	Level 1	Level 2		
1	50		0.5	<i>Service Cost:</i>
1.1		80	0.4	Cost of dry lease of Full Flight Simulator (FFS) during daylight hours per hour
1.2		20	0.1	Cost of dry lease of Fixed Base Simulator (FBS) or Flight Training Device (FTD/MFTD) during daylight hours per hour
2	30		0.3	<i>Transport accessibility of the simulator centre: availability and sufficient flight rate (minimum two rates per week) of AEROFLOT Group from St. Petersburg and/or Moscow to the airport of the place of service rendering</i>
3	3		0.03	<i>Availability of several aircraft-Full Flight Simulator at the place of service rendering</i>
4	3		0.03	<i>Availability of briefing/debriefing system providing continuous monitoring of crew during training session with audio/video recording of the crew cabin, data of aviation radio electronics and selected parameters of aircraft.</i>
5	7		0.07	<i>Contractor shall ensure transfer service (airport – hotel – training facility and back)</i>
5.1		90	0.063	at no charge (or walking distance to the training facility)
5.2		10	0.007	chargeable
6	2		0.02	<i>Hotel accommodation conditions: assistance in hotel booking at the place of service rendering at preferential prices for Customer</i>
7	2		0.02	<i>Contractor shall ensure at least 60% of day-time Sessions to the Customer.</i>
8	3		0.03	<i>Availability of Approval (Certificate of Type Rating Training Organization (TRTO) issued by the Russian Aviation Authorities to the Training Centre –Services Provider (with validity period more than until October, 2017).</i>
	100		1	

12.3. Evaluation and Comparison of Bidders' Bids

12.3.1. Evaluation method by Cost criterion.

The Cost criterion relates to parameters that may be qualitatively described as “the less the better”, and the following formula will be used for evaluation:

$$K_{ij} = 10 \times \frac{P_{j\text{base}}}{P_{ij}} \times V_{\text{parameter}}$$

where

K_{ij} is weighted average score of i-th bidder for j-parameter;

P_{jbase} is a basic and the least (thus, the best) value of the values of this parameter proposed by all bidders;

P_{ij} is value of i-th bidder for j-parameter;

V parameter is parameter rating (as per Table 1).

Evaluation of the bids for parameters 1.1, .1.2 from Table 1 shall be based on the price of the service during daylight hours that is not subject to the order scope guarantee conditions.

12.3.2. Evaluation by the Cost criterion shall be for the following parameters:

- Cost of daylight hours dry lease of Full Flight Simulator (FFS) per hour
- Cost of daylight hours dry lease of Fixed Base Simulator (FBS) or Flight Training Device (FTD/MFTD) per hour

For the purpose of bid evaluation and comparison as per FBS and FTD/MFTD Cost criterion the following price values shall be taken:

- FTD/MFTD - in case FBS and FTD/MFTD are available at the place of service rendering;
- FBS - in case only FBS is available in the place of service rendering.

In this case **P_{jbase}** values shall be taken as the least value from the values proposed by all bidders for FTD/MFTD price.

12.4. Evaluation method by criteria Nos.2 to 8 from Table 1.

Criteria Nos. 2 to 8 from Table 1 and Table 2 are related to criteria to be used for evaluation based on “compliant or non-compliant” principle.

In case of “compliant” evaluation the weighted average score of the i-th bidder for j-th parameter shall be calculated as per the following formula:

$$K_{ij} = 10 \times V_{\text{parameter}}$$

In case of “non-compliant” evaluation the weighted average score of the i-th bidder for j-th parameter is equal to zero.

12.5. Total weighted average arithmetic score of the bid is a sum of weighted average scores of the i-th bidder as per all specified parameters:

$$K_i = \sum K_{ij}$$

Fractional value of **K_i** shall be rounded to two decimal signs after point as per mathematic rounding rules.

12.6. Bidders' bid comparison

Based on the evaluation results the final weighted average arithmetic scores (**K_i**) from all bidders' bids shall be compared. A bid with the highest value of **K_i** shall be assigned the first number, etc.

13. Contract Award Conditions

Contract shall be concluded with one or more bidders for the request for quotations whose bids, to the fullest extent, meet the Customer's requirements stipulated in the documentation, include the best conditions of contract execution and were assigned the first and the second numbers (hereinafter referred to as Group of Winners). Orders in the Group of Winners will be divided in accordance with the assigned number, characteristics and condition of the simulators, validity period of the Approval (Certificate) issued by the Russian aviation authorities to the Training Center, and capability of bidders to provide scope of services according to item 10.9 of the Terms of Reference. Minimum contractual scope of order in the Group of Winners shall be 15% of the total scheduled scope of FFS lease. In case the Group of Winners fails to provide the Customer with the full scope of services according to the Terms of reference, Customer may award a contract for remaining part of the order scope to the bidder(s) who was assigned the third number and further (if required) in increasing number.

The winner of the request for quotations shall submit to the Customer the contract signed by him within 15 business days from the date of posting of results of the public request for quotations in the unified information system (at the official site www.zakupki.gov.ru).

Time period for contract(s) conclusion with the winner(s) based on the procurement results shall not exceed 90 days from the date of results summarizing.

Contractual contact person:

Yulia Pavlova, Contracts Specialist

Phone: 8 (812) 6 333 786, e-mail: Y.Pavlova@rossiya-airlines.com

The winner of the request for quotations or the bidder awarded the contract shall submit, along with the signed contract, the following:

- Bidder's corporate charter;
- Document (report, order, etc.) on appointment of the person who, according to the law or the Charter, has the right to act on behalf of the bidder's company without power of attorney;
- Power of attorney, if the contract will be signed by any other representative of the bidder's company;
- Information about chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents. This information shall be submitted in Appendix 2 to the draft contract (Section 5 of the present documentation).

14. Miscellaneous

The Customer shall be entitled to withdraw the request for quotations without giving any reasons, at any time, or refuse to award a contract while not bearing any liability against the bidders including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for quotations.

In case of a decision to withdraw the request for quotations the Customer shall, within the day following the day of request for quotations withdrawal, post information of such request for quotations withdrawal in the unified information system (at the official site www.zakupki.gov.ru).

If the Customer denies concluding a contract with the winner of the Request for Quotations whose bid was the second one, the Customer shall post a notification of the Request for Quotations failure in the unified information system (at the official site www.zakupki.gov.ru).

In case the Request for Quotations is deemed to be failed and/or a contract is not concluded with a bidder submitted the only one bid or deemed to be the only one bidder for the request for quotations the Customer is entitled to repeat request for quotations or apply another procurement procedure including contract award according to the procedure of procurement from the only one supplier (contractor).

Section 2. Public Request for Quotations Information Card.

The following information and data for the certain Request for Quotations are supplementary to the provisions of Section 1 Conditions of Public Request for Quotations. In case of any conflict provisions of the present Section shall prevail over provisions of Section 1.

	INFORMATION
Customer's name, location, mailing address, contact persons	<p>Rossiia Airlines Joint Stock Company Location: 18/4 Pilotov str., Saint-Petersburg. Почтовый адрес: 18/4 Pilotov str., Saint-Petersburg, 196210. Customer web-site – www.rossiya-airlines.com</p> <p>Contact person for procurement issues: Denis Grebeschuk Phone: +7 (812) 6-333-999 ext. 24-65 e-mail : tender@rossiya-airlines.com</p> <p>Contact person for issues related to Terms of Reference and contract: Yulia Pavlova Phone +7 (812) 6 333 786, e-mail: Y.Pavlova@rossiya-airlines.com</p>
Information Support	Procurement related information is posted in the unified information system (at the Russian official site www.zakupki.gov.ru), at the electronic trading facility - Russian Auction House AO (RAH AO) www.trade.lot-online.ru
Procurement Method	Public request for quotations
Subject	Leasing of Boeing-747-400 aircraft simulators
Characteristics and Scope of goods, works and/or services	Information is given in the Terms of Reference (Section 4 of the present Documentation)
Source of Financing	Equity capital of Rossiia Airlines JSC
Initial (maximum) contractual price (lot price)	<p>EURO 757,440.00 including the following: - leasing of FFS –EURO 648.000; - leasing of FBS or FTD/MFTD – EURO 109,440.00.</p> <p><u>Initial (maximum) contractual price for residents of the Russian Federation is stated excluding VAT.</u></p>
Place of goods delivery, work performance and/or service rendering	Information is provided in the Terms of Reference (Section 4 of the present Documentation) and in the draft contract (Section 5 of the present Documentation)

Terms of goods delivery, work performance, service rendering	Information is provided in the Terms of Reference (Section 4 of the present Documentation) and in the draft contract (Section 5 of the present Documentation)
Payment method, time and procedure	Information is provided in the draft contract (Section 5 of the present Documentation)
Determination of price benchmarking basis	Common basis for comparison of quotations shall be quoted prices of all bidders obtained in accordance with provisions of item 6, Section 1 of the present documentation
Currency of the Request for Quotations:	Euro, Russian rubbles
Bid Language	Russian, English
Outsourcing of co-contractors/sub-contractors	With Customer's written consent only
Alternative Offers	Not acceptable
Place, date and time of beginning/deadline of bids submission	Date and time of beginning of bids submission <i>the 02th of December, 2016, 17:00:00 (Moscow time).</i> Deadline of bids submission: <i>the 13th of December, 2016, 10:00 (Moscow time).</i>
Data of beginning and end of time period for submission of clarifications for bidders regarding the documentation provisions	Clarifications regarding the documentation provisions shall be submitted from the 03th of December till the 13th of December, 2016 .
Time, place and procedure for documentation issuance, fee for documentation issuance	The Customer will not issue documentation regarding the Request for Quotations procedure upon separate request of any potential bidder. Documentation regarding the Request for Quotations is available free in the unified information system and may be downloaded by a bidder at any time after posting.
Place and date of opening of envelopes with bids	Envelops with bids shall be opened on <i>the 13th of December, 2016</i> , at the following address: Office of the Chairman of the Bidding Commission, 18/4 Pilotov Str., St.Petersburg.
Place and date of bids review and summarizing procurement results	Office of the Chairman of the Bidding Commission, 18/4 Pilotov Str., St.Petersburg, on the 20th of December, 2016 .
Validity of a bid for the Request for Quotations	90 days from the moment of posting the results of the public request for quotations at the official Russian web-site www.zakupki.gov.ru .

Section 3. Forms and Documents Templates

Form 1 List of Documents
to be submitted for bidding in the public Request for Quotations at the company's option _____

Hereby we, _____
(name of Bidder's company)

confirm that we submit the following documents for bidding in the public Request for Quotations:

No Item No.	Designation	Quantity of pages	Numbers of pages
1.			
2.			
3.			
...			

Signature of Chief Executive Officer (Duly Authorised Person)
of the Bidder

Stamp

/ Name /

Form 2 Questionnaire of the Public Request for Quotations Bidder (to be filled in by Russia-residents)

1. Full and Abbreviated Company Name and Type of Business Organization: (based on the duly issued Constituent documents, Certificate on State Registration, Certificate of Records in the Unified State Register of Legal Entities)	
2. Registration data: 2.1. Registration date, place and authority (based on Certificate of State Registration)	
2.2. Shareholders (list names and type of business organization of all shareholders with stake in the equity capital exceeding 10%) and their share (for joint-stock companies – an extract from the register of shareholders in a separate document) (based on the duly issued Constituent documents (Charter, Statement, Certificate of Incorporation))	
2.3. Period of company activities	
2.4. Equity capital amount	
2.5. Number and mailing address of the Federal Tax Service Inspection where the bidder is registered as a tax payer (specify Bidder Taxpayer Identification Number (INN), Taxpayer Record Validity Code (KPP), Principal State Registration Number (OGRN), Russian National Classifier of Businesses and Organizations (OKPO))	
3. Legal Address of Order Placement Bidder	Country Address
4. Mailing Address of Order Placement Bidder	Country Address Phone Fax

5. Bank Details:	
5.1. Name of designated bank	
5.2. Bank Account	
5.3. Correspondent account	
5.4. Bank Identification Code (BIC)	

6. Information about Subsidiaries and Affiliates (about persons included into the same group with the bidder (as revised in Art.105,106 of the Russian Civil Code))	
7. Bidder phone numbers (with city dialling code)	
8. Bidder fax number (with country and city dialling codes)	
9. Bidder's Web-site and e-mail address	
10. Name and Position of Bidder's company chief executive officer	
11. Status of small/medium business economic agent, if any (specify status)	

Company Chief Executive Officer
_____(Name)

Stamp

Bidder Questionnaire (to be filled in by non-Russia residents)

1. Full and Abbreviated Company Name and Type of Business Organization	
2. Registration data: 2.1. Registration date, place and authority	
2.2. Period of company activities	
1. Bidder's address	Country
	Address
	Phone
	Fax
2. Bank Details	
4.1. Name of designated bank	
4.2. Bank Account	
3. Bidder's Web-site and e-mail address	
4. Name and Position of company chief executive officer	

Signature of Chief Executive Officer (Duly Authorised Person)
of the Bidder

/ Name /

Company Chief Executive Officer

_____ (Name)

Stamp

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

Form 3 QUOTATION
FOR BIDDING IN THE REQUEST FOR QUOTATIONS FOR SERVICE PROVIDER SELECTION
for leasing of Boeing-747-000 aircraft simulators

1. _____
(name of Bidder's company)

represented by _____
(name and position of chief executive officer)

informs about their consent for bidding in the public request for quotations under the terms and conditions stipulated in the documentation and submits the present quotation.

2. We agree

(specify subject of procurement under the respective lot)

according to the requirements given in the Terms of Reference and the draft Contract/counter draft Contract (*underline as appropriate*) and under the terms and conditions as provided in the present quotation:

2.1 Price of services during daylight/night time (*to be stated excluding VAT for Russia-residents*):

2.1.1. Cost of **dry lease of Boeing-747-000 Full Flight Simulator (FFS) per hour**
_____;

2.1.2. Cost of **dry lease of Boeing-747-000 Fixed Base Simulator (FBS) per hour**
_____;

2.1.3. **Cost of dry lease of Flight Training Device (FTD/MFTD) per hour**
_____.

2.2 Place of Training Centre location and service rendering:

_____ (*specify city*)

2.3 Number of Boeing-747-400 **Full Flight** simulators at the place of service rendering: _____

2.4 Availability of briefing/debriefing system providing continuous monitoring of crew during training session with audio/video recording of the crew cabin, data of aviation radio electronics and selected parameters of A/C.

a) yes, b) no (*undersign proposed option*)

2.5 Contractor will provide airport—hotel – training facility round trip transfer service:

a) at no charge (walking distance), b) chargeable

(*undersign proposed option, attach quotation and/or conditions for transfer service arrangement*)

2.6 Assistance in hotel booking at the place of service rendering at preferential prices for Customer :

a) yes, b) no (*undersign proposed option*)

2.7 Availability of Approval (ATC Certificate) issued by the Russian Aviation Authorities to the Training Centre where services will be rendered, valid until _____ (*specify term of validity or "none"*).

2.8 Provision of at least 60% of day-time Sessions to the Customer.

a) yes, b) no (*undersign proposed option*)

2.9. Based on workload of FFS in _____ (*place of service rendering*), Contractor is able to provide Customer services for lease of Boeing-747-400 FFS during daylight hours to the following extent:

- 70% and more of the full scope of purchase ☐;
- 60-40% of the full scope of purchase ☐;
- 30 - 15 % of the full scope of purchase ☐;

(*mark the proposed option as ☒*)

3. We have noted materials of the Terms of Reference that influence the service cost.

4. We agree that if we have not included any rates related for the subject of the public request for quotations these services shall be rendered in any case in full accordance with the Terms of Reference and subject to price conditions proposed by us.

5. We agree to give the Customer an opportunity to make a test flight at the simulators in order to check their condition and specified characteristics.

6. We hereby confirm that

(*Bidder's name*)

is not under liquidation, bankruptcy proceedings and their operations are not suspended.

7. In case our quotation is deemed to be a winning one, we undertake to sign a contract for
with _____ Rossiya _____ Airlines _____ JSC _____ for

(*specify subject of the request for quotations*)

according to the requirements given in the documentation and the conditions stipulated in the present quotation within 15 business days from the date of posting of results of the public request for quotations in the unified information system (at the official Russian site www.zakupki.gov.ru).

8. In case our quotation is the second after the quotation of the winner of the public request for quotations and the winner of the public request for quotations is deemed to be avoiding entering into a contract with the Customer we undertake to sign a contract for

(*specify subject of the request for quotations*)

according to the requirements given in the documentation and conditions of our quotation within 15 business days from the date of our notification by the Customer.

9. If we win the request for quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents on or before the date of the contract conclusion.

10. The present quotation is valid during 90 days from the moment of posting the results of the public request for quotations at the official Russian web-site www.zakupki.gov.ru.

11. The quote includes the following documents : _____

Signature of Chief Executive Officer (Duly Authorised Person)
of the Bidder

Stamp

/ Name /

Раздел 4 THE SPECIFICATION FOR PURCHASE OF SERVICES/ ТЕХНИЧЕСКОЕ ЗАДАНИЕ НА ЗАКУПКУ УСЛУГ

PART 1. GENERAL PARAMETRES /ЧАСТЬ 1. ОБЩИЕ ПАРАМЕТРЫ		
1	Type of service (subject of tender)/Вид услуги (предмет закупки)	
	Lease of Boeing-747-400 Flight Simulators without the instructor of the Provider (Dry lease): 1.1. Dry lease of Full Flight Simulator (FFS); 1.2. Dry lease of Fixed Base Simulator (FBS); 1.3. Dry lease of Flight Training Device (FTD/MFTD)	Аренда тренажеров ВС Boeing-747-400 без инструктора Поставщика (Сухая аренда): 1.1. Сухая аренда комплексного тренажера самолета с полной имитацией полета (FFS); 1.2. Сухая аренда комплексного тренажера самолета в неподвижном режиме (FBS); 1.3. Сухая аренда процедурного тренажера самолета (FTD/MFTD)
2	Dates / Period / schedule of services providing Даты / период / график предоставления услуг	
	2.1. Period of services providing (validity of Contract): from 01.01.2017 until and inclusive 31.12.2017. 2.2. Dates of services providing – in accordance with the Customer's requests under the agreed schedule.	2.1. Период предоставления услуг (срок действия Контракта): 01.01.2017 - 31.12.2017 включительно. 2.2. Даты предоставления услуг – на основании заявок Заказчика по согласованному графику.
3	Volume of services for the period of validity of Contract Объем услуг за период действия Контракта	
	3.1. The required (maximum) volume of Boeing-747-400 Dry lease services for the period 01.01.2017 - 31.12.2017: - FFS – 1620 hours; - FBS/FTD/MFTD - 288 hours. 3.2. The Customer has a need for the services of several Providers at the same time. The Customer reserves the right to sign the Contract with one or several Providers and to distribute volumes of orders between Providers according to own Customer's tasks, as well as the capabilities of the Provider according to item 10.9 of this Specification. The minimum order quantity for the contract will constitute 15% of the total planned amount of FFS Dry lease services.	3.1. Требуемый (максимальный) объем услуг Сухой аренды тренажеров ВС Boeing-747-400 на период 01.01.2017 - 31.12.2017: - FFS - 1620 часов; - FBS/FTD/MFTD – 288 часов. 3.2. Заказчик имеет потребность в услугах нескольких поставщиков одновременно. Заказчик оставляет за собой право заключить договор с одним или несколькими участниками открытого запроса предложений и разделить объемы заказов между победителями в соответствии с потребностями заказчика, а также возможностями поставщика согласно пункту 10.9 настоящего Технического задания. Минимальный объем заказа по договору составит 15% от общего запланированного объема сухой аренды FFS.
4	Requirements to formation of price of services Требования к формированию стоимости услуг, порядку оплаты	
	4.1. Dry lease Flight Simulators price includes: - familiarization of Customer's instructor of Training Equipment; additional familiarization training in case new equipment has been installed or modernization of Simulators has been made; - using of Simulator's equipment during agreed time; - the customization of the Simulator's to	4.1. Стоимость сухой аренды тренажеров самолетов включает в себя: - ознакомление инструктора заказчика с работой тренажера; дополнительный ознакомительный инструктаж в случае установки нового оборудования или модернизации Тренажера. - использование оборудования тренажера в согласованное время; - настройку тренажеров к конфигурации самолетов Заказчика;

	<p>customers aircraft configuration</p> <ul style="list-style-type: none"> - the use of the equipment of briefing and debriefing rooms including CD/DVD equipment, Cockpit panel schematics, projectors, digital briefing/debriefing equipment, white boards and markers; - locker for storage of Customer's manuals and training documentation. <p>4.2. The Customer makes a payment actually provided Service in accordance with the terms of the Contract within 21 (twenty one) working days from the date receipt of the invoice from the Provider to the Customer's e-mail address specified in the Contract.</p> <p>Article 317 of Part 1 of the Civil Code of the Russian Federation shall not apply (for Russian tax residents).</p> <p>4.3. Payment currency is in accordance with the terms of the Contract.</p> <p>4.4. The cost of services can't be increased during the period of validity of the Contract.</p> <p>4.5. VAT application shall be ensured in accordance with the terms of article 6 «Taxes» of the draft Contract.</p>	<ul style="list-style-type: none"> - использование оборудования классов для брифинга и дебрифинга, включая CD/DVD-оборудование, схемы панелей управления кабины пилотов, проекторы, цифровое оборудование для брифинга/дебрифинга, доски, маркеры; - шкаф для хранения учебной документации Заказчика. <p>4.2. Заказчик производит оплату фактически предоставленных услуг в соответствии с условиями контракта в течение 21 (двадцати одного) рабочего дня со дня получения от Поставщика счета в электронный адрес Заказчика, указанный в контракте.</p> <p>Статья 317 части 1 Гражданского кодекса РФ не применяется (для резидентов РФ).</p> <p>4.3. Валюта платежа - в соответствии с условиями контракта.</p> <p>4.4. Стоимость услуг не может быть увеличена в период действия Контракта.</p> <p>4.5. Применение НДС обеспечивается в соответствии с условиями статьи 6 «Налоги» проекта договора.</p>
5	<p>The order, procedures, conditions of services providing Порядок, процедуры, условия предоставления услуг</p>	
	5.1. In accordance with the terms of the Contract.	5.1. В соответствии с условиями Контракта.
6	<p>Quality control of services Контроль качества услуг</p>	
	<p>6.1. Existence at the Provider of the certificated system of quality management.</p> <p>6.2. Customer has the right to conduct audits, monitoring or other procedures of quality control of services provided by the Provider during the period of validity of Contract.</p>	<p>6.1. Наличие у поставщика услуг сертифицированной системы менеджмента качества.</p> <p>6.2. Заказчик вправе проводить аудиты, мониторинги или иные процедуры контроля качества услуг, предоставляемых поставщиком в период действия Контракта.</p>
	<p>PART 2. REQUIREMENTS TO THE SERVICES PROVIDER/ ЧАСТЬ 2. ТРЕБОВАНИЯ К ПОСТАВЩИКУ УСЛУГ</p>	
7	<p>Qualification requirements to the service Provider Квалификационные требования к Поставщику услуг</p>	
	<p>7.1. Provider has documentation concerning Provider's licensing and registration in trade register according to the current legislation of the country of Provider.</p> <p>7.2. Training Centre provided by the Provider, has allowing documentation concerning it's certification, licensing, approval and an admit according to the current legislation of the country of Training Centre:</p> <ul style="list-style-type: none"> - Certificate of registration in trade register (if applicable); - Approval of Type Rating Training 	<p>7.1. Поставщик услуг имеет документацию, подтверждающую прохождение процедур лицензирования и государственной регистрации юридического лица в соответствии с законодательством страны Поставщика.</p> <p>7.2. Учебный Центр, предоставляемый Поставщиком услуг, имеет документацию, подтверждающую прохождение процедур сертификации, лицензирования, одобрения и признания в соответствии с действующим законодательством страны Учебного Центра:</p> <ul style="list-style-type: none"> - свидетельство о государственной

	<p>Organization (TRTO) - Approval Certificate;</p> <p>- Flight simulation training device qualification certificate.</p> <p>7.3. Services are provided according to Approval of TRTO of Training Centre.</p> <p>7.4. The Provider provides documents, necessary for conformity assessment of each of simulators to the requirements of item 8.2 this Specification:</p> <p>7.4.1. Flight simulation training device qualification certificate and FSTD Evaluation Report.</p> <p>7.4.2. Malfunction List;</p> <p>7.4.3. Information about the Performance Data Base (PBD) specification and FMS p/n.</p> <p>7.4.4. Airport Data Base/List of visual model airports of simulator (fully modeled airports and/or generic airports with navigational aids).</p> <p>7.5. All documentation according to this Article 7 should be given to the Customer at a stage of purchase procedures.</p>	<p>регистрации юридического лица (если применимо);</p> <p>- сертификат авиационного учебного центра;</p> <p>- сертификаты тренажерного оборудования.</p> <p>7.3. Услуги предоставляются в соответствии с Сертификатом авиационного учебного центра.</p> <p>7.4. Поставщик представляет Заказчику документы, необходимые для оценки соответствия каждого тренажера требованиям пункта 8.2 настоящего Технического задания:</p> <p>7.4.1. Квалификационный сертификат и Рапорт оценки тренажера;</p> <p>7.4.2. Перечень моделируемых ошибок/сбоев на каждом тренажере ВС (Malfunction List);</p> <p>7.4.3. Информацию о спецификации Навигационной Базы Данных (НБД) и номере FMS.</p> <p>7.4.4. Список аэропортов и визуальных сцен тренажера (полностью модулируемых и/или с базовой навигационной поддержкой).</p> <p>7.5. Вся документация согласно настоящей Статье 7 должна быть предоставлена Заказчику на этапе проведения закупочных процедур.</p>
8	<p>Obligatory conditions and requirements to service Provider Обязательные условия и требования к Поставщику услуг</p>	
	<p>8.1. Provider's Training Centre - place of Services providing has Approval (Certificate) by the Russian Aviation Authorities. (Minimum validity period of Approval is until October 2017).</p> <p>8.2. Boeing-747-400 Full Flight Simulators provided by the Provider, are certificated and have following characteristic according to QTG manual:</p> <p>8.2.1. Qualification level: D</p> <p>8.2.2. Visual system – standard for qualification level of Simulator (with visual displays on at least 4 windows); list of airport is according Customer's requirements;</p> <p>Possibility of using of Databases Honeywell, FMC P/N 4052508-952, OPS PS4052770-988 or compatibility of Databases of Customer and Databases of Simulator;</p> <p>8.2.3. Motion system – allowing to fully simulate the spatial location of a plane, 6 DOF;</p> <p>8.2.4. Engine Fit: CF, PW, RR;</p> <p>8.2.5. Instrument Fit - standard (EFIS/EICAS);</p> <p>8.2.6. TCAS II – yes;</p>	<p>8.1. Учебный центр поставщика в месте предоставления услуг имеет Одобрение (Сертификат), выданное авиавластями РФ (срок действия не менее чем до октября 2017 г).</p> <p>8.2. FFS Boeing-747-400, предоставляемые Поставщиком, сертифицированы и имеют следующие характеристики согласно Руководству по проверочным испытаниям (QTG):</p> <p>8.2.1. Квалификационный уровень: D</p> <p>8.2.2. Система визуализации – стандартная для квалификационного уровня тренажера (как минимум на 4-х окнах пилотской кабины);</p> <p>перечень аэропортов соответствует потребностям Заказчика;</p> <p>Возможность поддержки Навигационной Базы Данных (НБД): Honeywell, FMC P/N 4052508-952, OPS PS4052770-988 или совместимость НБД Заказчика и тренажера;</p> <p>8.2.3. Система подвижности – позволяющая наиболее полно имитировать пространственное положение самолета, 6 DOF;</p> <p>8.2.4. Настройка двигателя:</p>

	<p>8.2.7. Windshear – yes; 8.2.8. Additional capabilities – Radar, GPS, EGPWS, FMS, Predictive Windshear and other; 8.2.9. Restrictions/limitations – not applicable. 8.3. Deterioration rate (the degree of wear and tear) and technical condition of Simulators allows to perform training tasks in accordance with the Customer's training programmes. 8.4. Provider agrees to provide Customer with the opportunity to make an overflight to check the deterioration rate, technical condition and declared characteristics of Simulators. At detection of the actual discrepancy of characteristics of Simulators to the parameters declared by the Provider, the Customer has the right not to conclude/terminate the Contract or to reduce volumes of orders of services without cancellation fee. 8.5. Training Center, at its sole expense, shall maintain the Simulators in good mechanical and working condition and shall perform any and all maintenance or repair which may be required. In case of the technical failure of the Simulator Provider will pay/reimburse the additional expenses of Customer concerning for extra costs for hotel accommodation of Customer's participants on place of services providing, caused by such technical failure. 8.6. The Training of Customer's instructors to operate the FFS instructor station is mandatory and shall conduct by personnel of Training Center free of charge. 8.7. The schedule of training Sessions* includes intervals (not less than 15 minutes) for crew change, for Simulator's configuration lesson plan options, or time to change configuration is excluded from time of lease. *1 Session - 4-hours period. 8.8. The location of the Training Centre is Europe.</p>	<p>конфигурация CF, PW, RR; 8.2.5.Инструментальное оборудование - standard (EFIS/EICAS); 8.2.6. Оборудование TCAS II–предусмотрено; 8.2.7.Оборудование Windshear – предусмотрено; 8.2.8. Дополнительные возможности – Radar, GPS, EGPWS, FMS, Predictive Windshear и другие; 8.2.9. Ограничения/пределы – не применимо. 8.3. Степень износа и техническое состояние тренажеров позволяет выполнять учебные задачи в соответствии с программами подготовки Заказчика. 8.4. Поставщик согласен предоставить Заказчику возможность произвести облет тренажеров для проверки состояния и заявленных характеристик тренажеров. При обнаружении фактического несоответствия характеристик тренажеров параметрам, заявленным Поставщиком, Заказчик вправе не заключать/расторгнуть договор или сократить объемы заказов услуг без штрафных санкций за отмену. 8.5. Учебный Центр за счет собственных средств обязан поддерживать тренажеры в хорошем техническом и рабочем состоянии и должен выполнять любое и все обслуживание или ремонт, который может потребоваться. В случае технических неисправностей тренажера Поставщик оплатит/возместит дополнительные расходы Заказчика, связанные с проживанием в гостинице специалистов Заказчика в месте предоставления услуг, возникшие вследствие такой технической неисправности. 8.6.Обучение инструкторов Заказчика управлению станцией инструктора Тренажера обязательно и должно проводиться бесплатно. 8.7. В график работы тренажеров включены интервалы между Сессиями* (не менее 15 минут) для смены экипажей, настройки конфигурации тренажеров для тренировки по требуемой программе, или время, затрачиваемое на изменение конфигурации, исключается из времени лизинга. *1 Сессия = 4 часам 8.8.Место расположения Учебного Центра – Европа.</p>
9	<p>Special obligatory requirements to service Provider Специальные обязательные требования заказчика к поставщикам услуг</p>	
	<p>9.1. The Provider shall provide Customer with the information in respect to all its owners (beneficiaries) according to the</p>	<p>9.1. Поставщик обязан предоставить Заказчику сведения в отношении всех своих собственников</p>

	form of the Customer, attaching confirming documents, and inform Customer in case of any changes in the above-mentioned chain of owners in the period of contract validity.	(выгодоприобретателей), в соответствии с формой Заказчика с приложением подтверждающих документов, а также информировать Заказчика обо всех изменениях в цепочке собственников в период действия договора.
10	Other essential conditions/Иные существенные условия	
	<p>10.1. Presence more than one FFS of aircraft Boeing-747-400 on place of Services providing.</p> <p>10.2. The simulator briefing rooms are equipped with Briefing/debriefing systems which provide continuous monitoring of flight crew performance during a simulator session, by recording flight deck audio/video, avionics display data and selected aircraft parameters.</p> <p>10.3. The schedule of slots must be provided to Customer (according to Customer's request) in every calendar month/year.</p> <p>10.4. The Provider provides granting to the Customer not less than 60% of day Sessions.</p> <p>10.5. Provider will assure transportation of Customer's trainees from Airport Terminal to the hotel, from the hotel to training centre's facility and backwards at no additional cost.</p> <p>10.6. Provider's assistance in booking of hotels at preferential prices to Customer.</p> <p>10.7. Training Centre - place of Services providing has Approval (Certificate) by the Russian Aviation Authorities. With validity period of Approval is more than October 2017.</p> <p>10.8. Transport accessibility to the Training Center: presence and sufficient frequency (minimum - two frequencies per week) of flights of AEROFLOT group of companies from Moscow to the airport of services providing place;</p> <p>10.9. In view of the workload of the FFS in the place of the provision of services, the Provider is able to provide the customer with Boeing-747-400 FFS dry lease services in the daytime in volume:</p> <ul style="list-style-type: none"> - 70% or more of total volume of purchases; - 60 - 40% of the total volume of purchases; - 30 - 15% of the total volume of purchases. 	<p>10.1. Наличие более чем одного FFS ВС Boeing-747-400 в месте предоставления услуг.</p> <p>10.2. Помещения для брифинга оборудованы системами брифинга/дебрифинга, которые обеспечивают непрерывный контроль работы летного экипажа во время тренажерной сессии, ведя аудио/видео запись кабины экипажа, данных дисплея авиарадиоэлектроники и отображенных параметров ВС.</p> <p>10.3. Предоставление (по запросу Заказчика) графика/расписания тренировок (слотов) на каждый календарный месяц/год.</p> <p>10.4. Поставщик обеспечивает предоставление Заказчику не менее 60% дневных Сессий.</p> <p>10.5. Поставщик гарантирует предоставление трансфера для специалистов Заказчика от терминала аэропорта к гостинице, от гостиницы к учебному центру и обратно без дополнительной оплаты.</p> <p>10.6. Содействие Поставщика в бронировании гостиниц для Заказчика по льготным ценам.</p> <p>10.7. Наличие Одобрения (Сертификата), выданного авиавластями РФ Учебному Центру в месте предоставления услуг сроком действия более чем до октября 2017 года.</p> <p>10.8. Транспортная доступность Учебного Центра: наличие и достаточная частота (минимум две частоты в неделю) рейсов группы компаний АЭРОФЛОТ из г. Москвы до аэропорта в месте предоставления;</p> <p>10.9. С учетом загруженности FFS в месте предоставления услуг, поставщик способен предоставить заказчику услуги аренды FFS ВС Boeing-747-400 в дневное время в объеме:</p> <ul style="list-style-type: none"> - 70 и более % общего объема закупки; - 60-40 % общего объема закупки; - 30 - 15 % общего объема закупки;
11	Applicable standards	Применяемые стандарты
	11.1. STATE STANDARD 21659-76 «Aircraft simulators. Terms and definitions» is applied in the part concerning the term «Aircraft simulators»	11.1.ГОСТ 21659-76 «Тренажеры авиационные. Термины и определения» применяется в части, касающейся термина «Авиационный

<p>for explanation of the purpose of purchase: "The simulator for development of samples of aviation engineering, advanced training, researches, preparation and training to flights by Flight crew in ground conditions».</p> <p>Within this Specification on purchase of services the concept «Aircraft simulators» included such types of simulators as FFS, FBS and FTD/MFTD.</p> <p>The other terms provided in STATE STANDARD 21659-76 , can't be applied to a purchase subject of the reasons:</p> <ul style="list-style-type: none"> - other terms can be applied by foreign procurement participants; - application of terms isn't required within purchase. <p>11.2. STATE STANDARD P 56075-2014 «Air transport. System of management of safety of aviation operations. System of management of safety of aviation complex providers - educational institutions. Management system manual safety of aviation activity of an educational institution»</p> <p>is applied in volume of items 2.14 - 2.17, 4.2 in the part concerning requirements to the participant of tender about providing of documentation according to item 7 of this Specification, and also liabilities of the participant of tender to have of Full Flight Simulator and Flight Training Device, technical means of training and control of knowledge, to provide ought condition of educational and methodical base according to item 8 of this Specification.</p> <p>11.3. There is no special STATE STANDARD on certification of the Aviation Training Organization (ATO). Today activities for obligatory certification of ATO have the status of the state service which is performed by Russian Aviation Authorities according to Federal Aviation Rules № 289 dated 29.09.15 «Requirements to the educational organizations and the organizations performing training of specialists of appropriate level according to lists of specialists of an aviation personnel. Form and order of issue of the document confirming compliance of the educational organizations and organizations performing training of specialists of appropriate level according to lists of specialists of an aviation personnel, requirements of federal</p>	<p>тренажер» для уяснения цели закупки: «Тренажер для освоения летным составом в наземных условиях образцов авиационной техники, повышения квалификации, исследований, подготовки и тренировки к полетам».</p> <p>В рамках настоящего Технического задания на закупку услуг в понятие ««Авиационный тренажер» включены такие виды тренажеров как FFS, FBS и FTD/MFTD.</p> <p>Прочие термины, приведенные в ГОСТ 21659-76, не могут быть применены к предмету закупки по причинам:</p> <ul style="list-style-type: none"> - зарубежными участниками закупки могут применяться иные термины; - применение терминов не требуется в рамках закупки. <p>11.2. ГОСТ Р 56075-2014 «Воздушный транспорт. Система менеджмента безопасности авиационной деятельности (СМБ-АД). Система менеджмента безопасности авиационного комплекса поставщиков обслуживания (Учебные заведения). Руководство по системе менеджмента безопасности авиационной деятельности учебного заведения» применяется в объеме пунктов 2.14 - 2.17, 4.2 в части, касающейся требований к участнику конкурса о предоставлении документации в соответствии с пунктом 7 настоящего Технического задания, а также обязательств участника конкурса относительно наличия комплексных и процедурных тренажеров, технических средств обучения и контроля знаний, состояния учебно-методической базы в соответствии с пунктом 8 настоящего Технического задания.</p> <p>11.3. Специального ГОСТ по сертификации авиационных учебных центров (АУЦ) нет, т.к. на сегодняшний день деятельность по обязательной сертификации АУЦ имеет статус государственной услуги, которая закреплена за Росавиацией и проводится в соответствии с ФАП № 289 от 29.09.15 «Требования к образовательным организациям и организациям, осуществляющим обучение специалистов соответствующего уровня согласно перечням специалистов авиационного персонала. Форма и порядок выдачи документа, подтверждающего соответствие образовательных организаций и организаций, осуществляющих обучение специалистов соответствующего уровня согласно перечням специалистов</p>
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	aviation rules».	авиационного персонала, требованиям федеральных авиационных правил».
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Раздел 5 Проект договора

<p style="text-align: center;">SERVICE CONTRACT № _____ «____» _____ 2016</p> <p>This Service Contract № _____ (hereinafter referred to as the “Contract”) has been entered between:</p> <p>“ROSSIYA AIRLINES” Joint Stock Company, hereinafter the “Customer”, represented by _____, _____ and _____, Hereinafter the “Provider”, represented by _____</p> <p>The Customer and the Provider are hereinafter collectively referred to as the “Parties” and individually as the “Party”, therefore the Parties agree as follows:</p> <p>1. SUBJECT MATTER</p> <p>1.1. Provider will render services to the Customer in accordance with the list of services and the prices, which were stated in Annex № 1 to this Contract and according to the terms of this Contract (hereinafter referred as “Services”).</p> <p>2. TERMS OF DELIVERY</p> <p>2.1. The Provider hereby represents that it approved to perform the Services contemplated in Annex №1 to this Contract under the _____ (<i>Training Organization Certificate, License</i>).</p> <p>2.2. The Provider shall guarantee to the Customer that all training facility is suitably equipped and in good working order and is approved by Civil Aviation Authorities of Provider.</p> <p>2.3. The Services shall be performed in accordance with the standards, programs and practices pertaining to the Provider as a licensed training center.</p> <p>2.4. In all cases where Provider retains its own instructors for training of Customer’s specialists (hereinafter – Specialists), Provider shall ensure that instructors have the knowledge, skills and qualifications necessary to provide the Training Services according this Contract.</p> <p>2.5. Any training material, which is providing by one of the Parties for other Party is the proprietary item of first Party and shall be used for the sole purpose of the training.</p> <p>2.6. The Parties haven't the right to transfer the rights or obligations under this Contract to the third</p>	<p style="text-align: center;">КОНТРАКТ О ПРЕДОСТАВЛЕНИИ УСЛУГ № _____ «____» _____ 2016 г.</p> <p>Настоящий Контракт о предоставлении услуг № _____ (далее – «Контракт») заключен между:</p> <p>Акционерным обществом «Авиакомпания «Россия», именуемым в дальнейшем «Заказчик», _____ в _____ лице _____, _____ и _____, _____ именуемым в дальнейшем «Поставщик», в лице _____</p> <p>Заказчик и Поставщик, далее при совместном упоминании именуемые - «Стороны», а каждый в отдельности «Сторона», пришли к соглашению о нижеследующем:</p> <p>1. ПРЕДМЕТ КОНТРАКТА</p> <p>1.1. Поставщик обязуется предоставлять Заказчику услуги в соответствии с перечнем и ценами, установленными в Приложении № 1 к настоящему Контракту, и согласно условиям настоящего Контракта (далее - «Услуги»).</p> <p>2. УСЛОВИЯ ПРЕДОСТАВЛЕНИЯ УСЛУГ</p> <p>2.1. Поставщик имеет разрешение предоставлять Услуги, перечисленные в Приложении №1 к Контракту, согласно _____ (<i>сертификату АУЦ, Лицензии</i>).</p> <p>2.2. Поставщик услуг гарантирует Заказчику, что всё учебное оборудование надлежащим образом оснащено, исправно и одобрено Авиавластями Поставщика.</p> <p>2.3. Услуги должны быть предоставлены в соответствии со стандартами и методами Поставщика, имеющего лицензию учебного центра.</p> <p>2.4. Во всех случаях, когда Поставщик привлекает своих инструкторов для обучения специалистов Заказчика (далее – Специалисты), Поставщик обязан гарантировать, что инструкторы имеют знания, мастерство и квалификацию, необходимую для предоставления учебных Услуг согласно настоящему Контракту.</p> <p>2.5. Любой учебный материал, предоставленный одной из Сторон другой Стороне, является предметом собственности первой Стороны и должен использоваться единственно в целях обучения.</p> <p>2.6. Стороны не вправе передавать свои права или обязательства по Контракту третьим лицам</p>
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<p>parties without preliminary written consent of other Party. No one third party shall has a right to use any conditions of this Contract.</p> <p>2.7. The provisions of Services will not be interpreted as implying that any regulatory agency certification can be acquired; nor will Provider have any liability or obligation to Customer in the event that Customer or Specialist is unable to obtain such certification.</p> <p>2.8. Each Party undertakes to promptly inform the other Party of all events that may adversely affect the performance of the conditions and obligations under this Contract, or to deprive any Party an opportunity to provide or receive services.</p> <p>3. UNDERTAKINGS OF THE PARTIES</p> <p>3.1. The Customer undertakes:</p> <p>3.1.1. To pay the price for the Services in accordance with payment terms of this Contract.</p> <p>3.1.2. Customer shall be responsible for all costs related to training and/or Customer's use of Provider's training equipment: all transportation costs, hotel accommodation, visa registration, incidental expenses of Customer's personnel;</p> <p>3.1.3. To maintain insurances cover, such as:</p> <ul style="list-style-type: none"> - general liability insurance of the aviation company of Customer; - worker's compensation and personal medical insurance all Customer's Representatives who shall train with Provider. <p>3.1.4. Ensure that its flight crews, trainers and trainees follow the reasonable instructions of Provider with respect to the safe and proper use of the Simulator(s) of Provider.</p> <p>3.1.5. At the request of Provider to provide the personal identifiable information of the Customer's Specialists required for compliance with the security conditions and to gain access to Provider's training center for receiving services by Specialists according to conditions of this Contract.</p> <p>3.1.6. In relation to this Contract, Parties have agreed to consider as personally identifiable information provided by the Customer according to item 3.1.5 of the Contract, the following information:</p> <ul style="list-style-type: none"> - name, surname, date of birth; - series, number, date of issue, period of validity of the passport; 	<p>без предварительного письменного согласия другой Стороны. Никакая третья сторона не имеет права использовать любое условие Контракта.</p> <p>2.7. Предоставление Услуг, не может быть истолковано как основание для успешного прохождения аттестации в каком-либо регулирующем органе; при этом Поставщик не несет никакой ответственности или обязательств перед Заказчиком в случае, если Заказчик или Специалист не сможет пройти такую аттестацию.</p> <p>2.8. Каждая из Сторон обязуется своевременно информировать другую Сторону обо всех событиях, которые могут неблагоприятным образом повлиять на исполнение условий и обязательств по Контракту, либо лишить любую из Сторон возможности предоставлять или получать Услуги.</p> <p>3. ОБЯЗАТЕЛЬСТВА СТОРОН</p> <p>3.1. Заказчик обязан:</p> <p>3.1.1. Оплачивать Услуги в соответствии с условиями настоящего Контракта.</p> <p>3.1.2. Заказчик будет ответственен за все затраты, связанные с обучением и/или использованием Заказчиком учебного оборудования Поставщика:</p> <ul style="list-style-type: none"> - расходы на транспортировку, проживание, визовое оформление, непредвиденные расходы персонала Заказчика; <p>3.1.3. Обеспечивать страховое покрытие:</p> <ul style="list-style-type: none"> - страхование гражданской ответственности авиакомпании Заказчика; - страхование от несчастного случая при исполнении служебных обязанностей и персональное медицинское страхование всех представителей Заказчика, направляемых на обучение к Поставщику. <p>3.1.4. Убедиться, что его летные экипажи, инструкторы и слушатели следуют разумным инструкциям Поставщика относительно безопасного и надлежащего использования Тренажеров Поставщика.</p> <p>3.1.5. По требованию Поставщика предоставить персональные данные Специалистов Заказчика, необходимые для соблюдения условий безопасности и доступа в тренажерный центр Поставщика для получения Специалистами услуг по Контракту.</p> <p>3.1.6. Применительно к Контракту, Стороны согласились считать персональными данными, предоставляемыми Заказчиком в соответствии с пунктом 3.1.5 Контракта, следующую информацию:</p> <ul style="list-style-type: none"> - фамилия, имя, дата рождения; - серия, номер, дата выдачи, срок действия паспорта; - место работы, специальность;
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<p>- work place, specialty; - visit purpose, terms of stay in training center, place of hotel accommodation. Other personal data can be provided to Provider with written consent of Customer's Specialists, only if that doesn't contradict to the Russian legislation on the protection of personal data.</p> <p>3.2. The Provider undertakes: 3.2.1. To confirm within 3 (Three) days its own readiness for providing of Services to Customer in accordance to Customer's requests. 3.2.2. To provide the Services to Customer in according to the Contract; 3.2.3. To form and send to the Customer a package of documents for payment of actually provided Services according to Article 5 of this Contract.</p> <p>3.2.4. Provider shall be responsible for obtaining and maintaining the approvals and other documents required for the licensed aviation training center.</p> <p>3.2.5. To provide of safety briefings for Customer's Specialists before using the training equipment and to provide the safety of trainings for Customer's personnel.</p> <p>3.2.6. To provide of certification, insurance, working capacity and maintenance (including operative) of the training equipment.</p> <p>3.2.7. To guarantee and provide adequate protection of the rights of subjects of personal information if personal information has been requested and provided according to paragraph 3.1.5 of the Contract. Upon the demand of the Customer to provide in writing the list of actions with personal information and the general description of ways of processing of personal information, requisites of the person/legal entity which is carrying out such processing.</p> <p>4. PLANNING AND RESERVATIONS 4.1. Requests for scheduling of Services shall be made by Customer to Provider in writing and consist follow information: - types and volume of Services; - Periods of the Services.</p> <p>4.2. Provider does not guarantee that the dates and times requested by Customer will be available until Provider has confirmed such availability in writing. Customer's Requests became Bookings after their confirming by Provider and qualify for cancellation fees.</p> <p>4.3. Customer can make Reservations – options of</p>	<p>- цель визита, сроки пребывания в учебном центре, размещение в гостинице. Иные персональные данные могут быть предоставлены Поставщику с письменного согласия Специалистов Заказчика, только в том случае, если предоставление таковых не противоречит законодательству Российской Федерации о защите персональных данных.</p> <p>3.2. Поставщик обязан: 3.2.1. Подтвердить в течение 3 (Трех) дней свою готовность предоставить Услуги Заказчику в соответствии с запросами Заказчика. 3.2.2. Предоставлять Заказчику Услуги согласно условиям настоящего Контракта; 3.2.3. Формировать и направлять Заказчику пакет документов для оплаты фактически предоставленных Услуг в соответствии со Статьей 5 Контракта. 3.2.4. Поставщик будет ответственен за получение и поддержание одобрений и других документов, требуемых для сертифицированного авиационного учебного центра. 3.2.5. Провести инструктаж Специалистов Заказчика по технике безопасности перед использованием учебного оборудования и обеспечить безопасность тренировок персонала Заказчика. 3.2.6. Обеспечить сертификацию, страхование, работоспособность и техническое обслуживание (в том числе оперативное) учебного оборудования. 3.2.7. Гарантировать и обеспечивать адекватную защиту прав субъектов персональных данных, если персональные данные были затребованы и предоставлены в соответствии с пунктом 3.1.5 Контракта. По требованию Заказчика предоставить в письменном виде перечень действий с персональными данными и общее описание способов обработки персональных данных, реквизиты лица/юридического лица, осуществляющего такую обработку.</p> <p>4. ПЛАНИРОВАНИЕ И РЕЗЕРВИРОВАНИЕ 4.1. Запросы о предоставлении Услуг должны быть направлены Заказчиком Поставщику в письменной форме и содержать следующую информацию: - вид и объем Услуги; - сроки предоставления Услуг.</p> <p>4.2. Поставщик не гарантирует, что даты и часы, запрашиваемые Заказчиком, смогут быть использованы, до тех пор, пока Поставщик не подтвердит письменно наличие такой возможности. Подтвержденные Поставщиком запросы Заказчика становятся Заказами, на которые распространяется плата за отмену.</p> <p>4.3. Заказчик может сделать Резервирование –</p>
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<p>requests that are remain valid for 5 days.</p> <p>4.4. Customer may make Bookings and reservations one year in advance. _____</p> <p>4.5. Planning department of Provider: Phone _____ E-mail _____</p> <p>4.6. Planning department of Customer: Phone 8 (812) 6-333-834, 8 (812) 6-333-999 (ad. 16-03) E-mail: Trainingdepartment@rossiya-airlines.com</p> <p>4.7. Customer is entitled to request changes or additions to the confirmed schedule. Provider will use commercially reasonable efforts to accommodate such requests so long as the request does not impact time reserved for other customers.</p> <p>5. PAYMENTS</p> <p>5.1. The prices of Services are agreed in Annex №1 to this Contract and can't be increased during the period of validity of the Contract.</p> <p>5.2. Invoices must be stated to the actual Service provided in accordance with the applicable prices.</p> <p>5.3. Provider shall form and submit to Customer the package of documents, including:</p> <ul style="list-style-type: none"> - the invoice with the description of the actually performed Service (the type, volume, date of Services); - the act of acceptance of Services (hereinafter - Act) <i>(for Russian tax residents)</i>; - the list of persons to whom the Service was provided (signed by Provider or presented according to Provider's form). <p>5.4. In the absence of objections under the Act, the Customer signs the Act within 5 (Five) working days after its receipt and pays the Services of the Provider within 21 (twenty one) working days from the date of receipt of package of documents which was formed according to item 5.3 of this Article 5. Date of receipt is the date of receipt of the package of documents to Customer's e-mail address Trainingdepartment@rossiya-airlines.com in such kind which doesn't contain mistakes and allows the Customer to make payment.</p> <p>5.5. All invoices shall be stated and paid in _____ (currency).</p> <p>5.6. The Parties agreed that, with regard to payments hereunder interest on an amount of debt due under article 317.1 Civil Code of the Russian Federation shall not be accrued.</p>	<p>варианты запросов, которые остаются действительными в течение 5 дней.</p> <p>4.4. Заказчик может сделать предварительные Заказы на один год. _____</p> <p>4.5. Отдел планирования Поставщика: Телефон _____ Электронный адрес _____</p> <p>4.6. Отдел планирования Заказчика: Телефон: 8 (812) 6-333-834, 8 (812) 6-333-999 (добавочный 16-03) Электронный адрес: Trainingdepartment@rossiya-airlines.com</p> <p>4.7. Заказчик вправе запрашивать об изменениях или дополнениях утвержденного графика. Поставщик приложит коммерчески целесообразные усилия для удовлетворения таких запросов при условии, что они не повлияют на время, зарезервированное для других заказчиков.</p> <p>5. ПЛАТЕЖИ</p> <p>5.1. Стоимость Услуг согласована в Приложении №1 к Контракту и не может быть увеличена в период действия Контракта.</p> <p>5.2. Счета должны выставляться за фактически предоставленные Услуги в соответствии с действующими ценами.</p> <p>5.3. Поставщик обязан сформировать и направить Заказчику пакет документов, включающий в себя:</p> <ul style="list-style-type: none"> - счет с описанием фактически предоставленных Поставщиком Услуг (вид, объем, дата предоставления Услуги); - акт выполненных работ (далее – Акт) <i>(для резидентов РФ)</i>; - список лиц, которым предоставлялась Услуга (подписанный Поставщиком или представленный на бланке Поставщика). <p>5.4. При отсутствии возражений по Акту Заказчик подписывает Акт в течение 5 (Пяти) рабочих дней после его получения и оплачивает Услуги Поставщика в течение 21 (Двадцати одного) рабочего дня со дня получения пакета документов, сформированного согласно пункту 5.3 настоящей Статьи 5. Датой получения является дата получения в адрес электронной почты Заказчика Trainingdepartment@rossiya-airlines.com пакета документов в таком виде, который не содержит ошибок и позволяет Заказчику произвести оплату.</p> <p>5.5. Все счета должны быть выставлены и оплачены в _____ (валюта).</p> <p>5.6. Стороны согласились, что в отношении сумм платежей по настоящему Контракту проценты на сумму долга по статье 317.1 Гражданского кодекса РФ не начисляются <i>(для</i></p>
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<p>5.7. Payment conditions another than upwards stated, may be defined and agreed in Annexes to this Contract.</p> <p>6. TAXES</p> <p>6.1. For the purposes of this Contract ‘Taxes’ are defined as all taxes, fees, charges or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to, sales, use, value added, gross receipts, stamp, excise, transfer and similar taxes imposed by any Russia or foreign taxing authority arising out of or in connection with this Contract.</p> <p>6.2. All prices in this Contract include: - A (for Russian tax residents). All Taxes and costs of Provider associated with the provision of Services under this Contract, excluding value added tax (VAT). VAT (if required by applicable Russian law) is to be paid on top and in addition to the prices specified in this Contract.</p> <p>- B (for non-tax residents of Russia) All Provider’s Taxes and costs associated with the provision of Services under this Contract, including VAT (if required by applicable law of Provider’s country).</p> <p>6.3. Applicability of Value Added Tax will be detailed in Annex №1 to this Contract.</p> <p>7. CANCELLATION FEE</p> <p>7.1. Cancellation of Bookings by the Customer shall be made in writing to Planning department of Provider.</p> <p>7.2. Unless Provider is successful in reselling the Booking to another customer, Provider may charge cancellation fee according the following principles: - Cancellation more than 30 calendar days before the start date of the Booking: cancellation fees is not applicable; - Cancellation with 30 calendar days or less but more than 15 calendar days before the start date of the Booking: cancellation fee is 50% of the price of the cancelled Booking; - Cancellation with 15 calendar days or less before the start date of the Booking or with no-show: cancellation fee is 100% of the price of the cancelled Booking.</p> <p>7.3. Change of names of Customer’s Specialists /instructors before starting of training is not a change of Booking and cancellation fees a subject to the cancellation fee.</p>	<p><i>резидентов РФ)</i></p> <p>5.7. Условия оплаты, отличающиеся от выше изложенных условий, могут быть установлены и согласованы в Приложениях к Контракту.</p> <p>6. НАЛОГИ</p> <p>6.1. Для целей Контракта, под «Налогам» следует понимать любые налоги, сборы, пошлины или начисления, а также любые проценты, штрафы или другие дополнения к налогам, включая, помимо прочего, налог на продажу, налог на использование, налог на добавленную стоимость, налог на валовый доход, гербовые и акцизные сборы, налог на передачу и аналогичные налоги, взимаемые любыми российскими или зарубежными налоговыми органами на основании Контракта или в связи с ним.</p> <p>6.2. Все цены в Контракте включают в себя: - А (для резидентов РФ). Все Налоги и расходы Поставщика, связанные с предоставлением Услуг по Контракту, за исключением налога на добавленную стоимость (НДС). НДС (если таковой подлежит уплате согласно законодательству России) уплачивается сверх и в дополнение к ценам, указанным в Контракте.</p> <p>- Б (для нерезидентов РФ). Все Налоги и расходы Поставщика, связанные с предоставлением Услуг по Контракту, включая НДС (если таковой подлежит уплате в соответствии с законодательством страны Поставщика).</p> <p>6.3. Применение НДС будет детализировано в Приложении №1 к Контракту.</p> <p>7. ПЛАТА ЗА ОТМЕНУ</p> <p>7.1. Об отмене Заказов Заказчик в письменной форме информирует Отдел планирования Поставщика.</p> <p>7.2. Если Поставщик не перепродаст Заказ другому клиенту, Поставщик может взыскать плату за отмену согласно следующим принципам: - в случае отмены более чем за 30 календарных дней до даты начала Заказа - плата за отмену не применяется; - в случае отмены за 30 календарных дней и менее, но более чем за 15 календарных дней до даты начала Заказа - 50 % стоимости отмененного Заказа; - в случае отмены за 15 календарных дней и менее до даты начала Заказа или в случае неявки - 100 % стоимости отмененного Заказа.</p> <p>7.3. Изменение имен Специалистов/инструкторов Заказчика перед началом подготовки не является изменением</p>
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<p>7.4. It is possible operative moving of Booking to any vacant hours with accordance to Parties' agree. In this case cancellation fee is not applicable.</p> <p>7.5. Any cancellation charge shall be invoiced separately. In case of payment in advance for cancelled Service by Customer, cancellation charge shall be deducted from advancing payment. The rest will be return back to Customer or take into account further Service if Customer agreed.</p> <p>7.6. In case this Contract was terminated by reasons depending on Provider, cancellation fee is not applicable.</p> <p>8. TECHNICAL FAILURE OR DEFICIENCY OF TRAINING EQUIPMENT</p> <p>8.1. In case the Customer is unable to use the training equipment due to a technical failure or deficiency, or due to the lack of approvals that are the responsibility of Provider (hereinafter – Failure), the Customer has the option to decide :</p> <ol style="list-style-type: none"> To accept the Failure situation as is and to agree that the training is successfully completed To suspend the training. In this case Provider shall to reschedule training sessions within a reasonable period at mutually agreeable time and for such period of time required to achieve the training objective of the training session at issue; To refuse training. In this case, Provider compensate to the Customer the sums (if this training was paid in advance) for this lost training session and for next lost Services due to Failure; <p>8.2. In all cases the Customer shall be reimbursed for the reasonable extra costs for an extended hotel stay of Customer's participants at place of Services providing, caused by such Failure.</p> <p>8.3. Customer/Customer's instructor and Provider shall record a technical Failure in special Log of Provider. Customer/Customer's instructor immediately receives a copy of this Log.</p> <p>9. CONFIDENTIALITY</p> <p>9.1. This Contract between Customer and Provider and any of proprietary documentation of any Party shall be treated by both Parties as highly confidential information and shall not be released in whole or partly to any third party without prior written consent of the other Party.</p>	<p>Заказа и не является поводом для платы за отмену.</p> <p>7.4. По согласованию Сторон допускается оперативное перемещение Заказа на любые свободные учебные часы. В этом случае плата за отмену не применяется.</p> <p>7.5. На плату за отмену выписывается отдельный счет. В случае если Заказчик уже оплатил отмененную им Услугу, комиссия за отмену удерживается из суммы предоплаты. Разница будет возвращена Заказчику или учтена при оплате другой Услуги по согласованию с Заказчиком.</p> <p>7.6. В случае расторжения Контракта по причинам, зависящим от Поставщика, плата за отмену не применяется.</p> <p>8. ТЕХНИЧЕСКИЙ ОТКАЗ ИЛИ ДЕФИЦИТ УЧЕБНОГО ОБОРУДОВАНИЯ</p> <p>8.1. В том случае, если Заказчик не может использовать учебное оборудование из-за технического отказа или дефицита, или из-за отсутствия одобрений, являющихся ответственностью Поставщика (далее – Отказ), Заказчик имеет выбор:</p> <ol style="list-style-type: none"> Принять ситуацию Отказа как таковую и считать, что обучение успешно завершено; Приостановить обучение. В этом случае Поставщик должен перепланировать учебные сессии в пределах разумного периода во взаимно согласованное и достаточное для достижения учебной цели время; Отказаться от обучения. В этом случае Поставщик возмещает Заказчику суммы (если обучение было предварительно оплачено) за потерянную учебную сессию и последующие за ней Услуги, потерянные вследствие Отказа. <p>8.2. Во всех случаях Заказчику должны быть возмещены дополнительные затраты, связанные с вынужденным пребыванием специалистов Заказчика в гостинице по месту предоставления услуг вследствие Отказа.</p> <p>8.3. Заказчик/инструктор Заказчика и Поставщик вносят запись о техническом Отказе в специальный Журнал Поставщика. Заказчик/инструктор Заказчика незамедлительно получает копию записи из Журнала.</p> <p>9. КОНФИДЕНЦИАЛЬНОСТЬ</p> <p>9.1. Настоящий Контракт между Заказчиком и Поставщиком и любая документация, составляющая собственность любой из Сторон будет рассматриваться обеими Сторонами как строго конфиденциальная информация, которая</p>
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<p>10. AUDIT</p> <p>10.1. Customer has the right to audit the quality and compliance of services delivered by Provider to the standards, requirements and conditions in accordance to this Contract. Authorized representatives of Customer will carry out such audits on a date agreeing with Provider.</p> <p>10.2. In case of inconsistency of hereinabove quality and equipment, Provider is obliged to dispose of such inconsistencies. In case such inconsistencies have influenced the training process, the Provider is obliged to repeat the training course fully or partly. In this case, the additional payment won't be requested. Moreover, in case the Provider is obliged to compensate the Customer's the additional transport expenses and accommodation of the Customer's trainees.</p> <p>11. APPLICABLE LAW AND JURISDICTION</p> <p>11.1. This Contract is constructed and shall be interpreted under the laws of _____ (<i>laws of Russia - for Russian residents</i>).</p> <p>11.2. In case of any dispute, Parties agree to make every effort to reach an amicable settlement. If such settlement is not reached, the dispute shall be brought before the arbitration (court) in _____ (<i>in the place of services providing - for Russian residents</i>), in accordance with the _____ arbitration act (<i>Russian arbitration act - for Russian tax residents</i>).</p> <p>12. EXCUSABLE DELAY (FORCE-MAJEURE)</p> <p>12.1. The Parties shall not be responsible for, nor be deemed to be in default on account of delays in the performance of this Contract, due to acts of God, fire, explosion, war, riots, strikes, governmental regulation or any other causes beyond the Parties' reasonable control and not due to their fault and negligence.</p> <p>12.2. The Parties shall give notice to each other of the commencement of an Excusable Delay within ten (10) days thereof. Such notice shall state the nature of the delay and if possible, its expected</p>	<p>не должна быть доступна полностью или частично никакому третьему лицу без предварительного письменного согласия другой Стороны.</p> <p>10. АУДИТ</p> <p>10.1. Заказчик имеет право на проведение аудита качества и соответствия предоставляемых Поставщиком Услуг стандартам, требованиям и условиям в соответствии с Контрактом. Аудиты будут проводиться полномочными представителями Заказчика в даты, согласованные с Поставщиком.</p> <p>10.2. В случае выявленных несоответствий вышеуказанных параметров, Поставщик обязан незамедлительно устранить их, и, если таковые повлияли на учебный процесс, вновь предоставить услугу (частично или полностью). Дополнительная плата при этом не взимается. Кроме того, в этом случае Поставщик обязан компенсировать Заказчику дополнительные транспортные расходы и затраты на проживание персонала Заказчика.</p> <p>11. ПРИМЕНЯЕМЫЙ ЗАКОН И ЮРИСДИКЦИЯ</p> <p>11.1. Настоящий Контракт разработан и должен истолковываться в соответствии с законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>11.2. В случае любого спора Стороны соглашаются приложить все усилия для достижения согласия в досудебном порядке. Если такое урегулирование не достигнуто, спор должен быть представлен на рассмотрение в арбитражный суд (суд) в _____ (<i>для резидентов - по месту предоставления услуг</i>) в соответствии с арбитражным _____ законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>12. ИЗВИНИТЕЛЬНАЯ ЗАДЕРЖКА (ФОРС-МАЖОР)</p> <p>12.1. Стороны не будут нести ответственность за несвоевременное выполнение обязательств, предусмотренных настоящим Контрактом, и не будут считаться нарушившими свои обязательства, если задержка вызвана непреодолимой силой, пожаром, взрывом, войной, забастовками, правительственными актами или любыми обстоятельствами, находящимися вне контроля Сторон и не являющимися результатом их ошибок и небрежности.</p> <p>12.2. Стороны должны уведомить друг друга о начале Извинительной Задержки в течение</p>
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duration. However, if the cause of the delay is such as to render this Contract impracticable, either Party shall have the right to terminate this Contract.

13. LIABILITIES AND INDEMNIFICATION

13.1. Customer releases Provider from any liability and shall indemnify and hold Provider harmless from and against any and all losses, costs, damages, claims or expenses, if they were caused, in connection with the use of the Customer's Specialists skills obtained during the provision of the Services under this Contract.

13.2. The Customer guarantees to compensate Provider for any harm if this was caused by gross negligence, fault or willful misconduct of Customer and arising out of Services provided with according to this Contract.

14. TERM

14.1. Term of validity of this Contract: from date of signing by both Parties until and inclusive 31.12.2017. ____.

14.2. Each Party shall be entitled to terminate this Contract by sending a termination notice to other Party ____.

14.3. Either Party shall be entitled to exercise its claims out of this Contract after the termination of this Contract. provided such claims arise during the term of this Contract

15. PROVIDING OF INFORMATION

15.1. Provider shall provide the Customer with the information of all owners of Provider, including beneficial owners and final beneficiaries, attaching confirming documents.

The information shall be provided according to the form which is in the Annex № 2 to this Contract before the signing date of this Contract.

15.2. In case of any changes in the chain of Provider's owners, Provider shall notify Customer, attaching confirming documents, in a 5 (Five) calendar days.

1. MISCELLANEOUS

16.1. Any and all amendments or appendixes to this Contract shall only be valid and bind the Parties if made in writing and signed by duly authorized representatives of the Parties. As of the

десяти (10) дней. В уведомлении указывается характер задержки и, если возможно, ее предполагаемая продолжительность. Однако если в результате Извинительной Задержки Контракт окажется невыполнимым, то любая Сторона получает право прекратить действие Контракта.

13. ОТВЕТСТВЕННОСТЬ И КОМПЕНСАЦИЯ

13.1. Заказчик освобождает Поставщика от любой ответственности и гарантирует Поставщику безопасность применительно к любым и всем убыткам, расходам, повреждениям, претензиям или издержкам любого рода, если таковые возникли в связи с применением Специалистами Заказчика профессиональных навыков, полученных в процессе предоставления Услуг по Контракту.

13.2. Заказчик гарантирует Поставщику возмещение ущерба, если таковой вызван небрежностью или умышленными неправомерными действиями Заказчика и возник в связи с предоставлением Услуг по Контракту.

14. СРОК ДЕЙСТВИЯ

14.1. Срок действия Контракта: с даты подписания обеими Сторонами до 31.12.2017 включительно. ____.

14.2. Каждая Сторона вправе расторгнуть Контракт, уведомив об этом другую Сторону ____.

14.3. После прекращения действия Контракта любая из Сторон имеет право требовать исполнения обязательств по Контракту, если эти обязательства были приняты в период действия Контракта.

15. ПРЕДОСТАВЛЕНИЕ ИНФОРМАЦИИ

15.1. Поставщик обязуется предоставить Заказчику сведения в отношении всех своих собственников, включая бенефициаров и конечных бенефициаров, с приложением подтверждающих документов. Сведения должны быть предоставлены согласно форме Приложения № 2 к Контракту до момента подписания Контракта.

15.2. В случае любых изменений в цепочке собственников Поставщика, последний обязан уведомить об этом Заказчика с предоставлением подтверждающих документов в течение 5 (Пяти) календарных дней.

16. ПРОЧИЕ УСЛОВИЯ

16.1. Любые и все дополнения и изменения к Контракту действительны и налагают на

<p>day of signature they become an inseparable part of this Contract.</p> <p>16.2. Annex № 1 and Annex № 2 are an inseparable part of this Contract. ____.</p> <p>16.3. Any notices submitted by the Parties to each other shall be sent by registered mail, e-mail or fax to the address specified in the Contract or to other addresses which were stated by the Parties. The delivery of the notice to the last address which was stated by the Party shall be considered as proper if the receiving Party have not informed the delivering Party about the address changes.</p> <p>16.4. Term "In writing" is defined as a signed paper document or electronic notice. Concerning to changes of the Contract's conditions, term "In writing" means a paper document signed by Parties.</p> <p>17. NOTICE AND CORRESPONDENCE</p> <p>Any notices under this Contract given by either Party to the other, shall be in writing addressed to:</p> <p>17.1 Customer: E-mail: Trainingdepartment@rossiya-airlines.com</p> <p>17.2. Provider:</p> <hr/> <p>18. ADDITIONAL SERVICES</p> <p>18.1. Upon request of Customer, Provider will make a hotel reservation:</p> <p>18.1.1. _____, (name, address, tel. of hotel) e-mail of service team _____;</p> <p>18.1.2. _____, (name, address, tel. of hotel) e-mail of service team _____;</p> <p>The hotel booking request of Customer must be sent from Customer's email: businessstrip@rossiya-airlines.com to the service team of hotel.</p> <p>The booking confirmation normally will be sent back in 24 hours, to e-mail address of Customer according this item.</p> <p>The hotel accommodation will be paid in _____ (currency) _____ (payment method).</p> <p>18.2. Transportation of Customer's trainees from</p>	<p>Стороны обязательства только в том случае, если они совершены в письменной форме и подписаны полномочными представителями Сторон. Со дня подписания они становятся неотъемлемой частью Контракта.</p> <p>16.2. Приложение №1 и Приложение №2 являются неотъемлемой частью Контракта. ____.</p> <p>16.3. Любые уведомления, отправляемые друг другу Сторонами, будут отправляться заказным письмом, электронной почтой или факсом по указанному в Контракте адресу или другим, указанным Сторонами, адресам. Отправка уведомления по последнему указанному Стороной адресу считается выполненной надлежащим образом, если Сторона-получатель не сообщила Стороне-отправителю об изменении адреса.</p> <p>16.4. Термин «в письменной форме» означает подписанный бумажный документ или электронное сообщение. Относительно изменений условий Контракта, термин «в письменной форме» означает подписанный Сторонами бумажный документ.</p> <p>17. УВЕДОМЛЕНИЕ И ПЕРЕПИСКА</p> <p>Любые уведомления по Контракту от одной Стороны другой должны быть направлены в письменной форме в адреса:</p> <p>17.1. Заказчик: Электронный адрес: Trainingdepartment@rossiya-airlines.com</p> <p>17.2. Поставщик: _____</p> <p>18. ДОПОЛНИТЕЛЬНЫЕ УСЛУГИ</p> <p>18.1. По запросу Заказчика, Поставщик окажет содействие в бронировании следующих гостиниц:</p> <p>18.1.1. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____;</p> <p>18.1.2. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____.</p> <p>Запрос бронирования гостиницы должен быть направлен с электронного адреса Заказчика businessstrip@rossiya-airlines.com в электронный адрес сервисного центра гостиницы. Стандартный период подтверждения заказа - в течение 24 часов, в электронный адрес Заказчика, указанный в настоящем пункте.</p> <p>Услуги проживания оплачиваются Заказчиком в _____ (валюта) _____ (способ</p>
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<p>Airport Terminal to the hotel, from the hotel to Training centre's facility and backwards_____.</p> <p>19. ADDRESSES AND BANK DETAILS OF THE PARTIES</p> <p><u>19.1. Customer:</u> "ROSSIYA AIRLINES" Joint Stock Company, 18/4, Pilotov Street, St. Petersburg, Russia, 196210 Tel. 8 (812) 6-333-999 Customer Bank Details</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>19.2. Provider:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>In witness whereof, this Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p> <p>"ROSSIYA AIRLINES" Joint Stock Company</p> <p>_____</p> <p>Date: _____</p> <p>_____/Provider/</p> <p>_____</p> <p>Date: _____</p>	<p>оплаты).</p> <p>18.2. Предоставление трансфера для персонала Заказчика от терминала аэропорта к гостинице, от гостиницы к учебному центру и обратно</p> <p>_____.</p> <p>19. АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН</p> <p><u>19.1. Заказчик:</u> Акционерное общество «Авиакомпания «Россия», улица Пилотов, дом 18, корпус 4, Санкт-Петербург, Россия, 196210 Тел. 8 (812) 6-333-999 Банковские реквизиты Заказчика:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>19.2. Поставщик:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>В удостоверение изложенного, настоящий Контракт о предоставлении услуг № _____ от _____ подписан полномочными представителями Сторон:</p> <p>Акционерное общество «Авиакомпания «Россия»</p> <p>_____</p> <p>Дата: _____</p> <p>_____/Поставщик/</p> <p>_____</p> <p>_____</p> <p>Дата: _____</p>
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<p style="text-align: center;">ANNEX 1 to Services Contract № _____</p> <p style="text-align: center;">DRY-LEASE TRAINING SERVICES</p> <p>1. Dry lease of Boeing-747-400 Flight Simulators</p> <p>1.1. Dry lease of Full Flight Simulator (FFS) _____-- per hour;</p> <p>1.2. Dry lease of Fixed Base Simulator (FBS) _____-- per hour;</p> <p>1.3. Dry lease of Flight Training Device (FTD/MFTD) _____-- per hour</p> <p>2. Flight Simulators Dry lease Prices includes:</p> <p>2.1. familiarization of Customer's instructor of Training Equipment; additional familiarization training in case new equipment has been installed or modernization of Simulators has been made;</p> <p>2.2. using of Simulator's equipment during agreed time;</p> <p>2.3. the customization of the Simulator's to customers aircraft configuration</p> <p>2.4. the use of the equipment of briefing and debriefing rooms including CD/DVD equipment, Cockpit panel schematics, projectors, digital briefing/debriefing equipment, white boards and markers. _____</p> <p>2.5. locker for storage of Customer's manuals and training documentation.</p> <p>3. Familiarization of Simulators and other Training Equipment.</p> <p>3.1. Training of Customer's instructors to operate the instructor station and digital briefing and debriefing equipment is mandatory and included free of charge in this Contract. Provider's personnel shall conduct the simulator operation familiarization.</p> <p>3.2. In case new equipment or modernization of Simulators has been installed, additional training in according to required volume is included and free of charge.</p>	<p style="text-align: center;">ПРИЛОЖЕНИЕ 1 к Контракту о предоставлении услуг № _____</p> <p style="text-align: center;">УСЛУГИ СУХОЙ АРЕНДЫ</p> <p>1. Сухая аренда тренажеров ВС Boeing-747-400</p> <p>1.1. Сухая аренда комплексного тренажера самолета с полной имитацией полета (FFS) _____-- в час;</p> <p>1.2. Сухая аренда комплексного тренажера самолета в неподвижном режиме (FBS) _____-- в час;</p> <p>1.3. Сухая аренда процедурного тренажера самолета (FTD/MFTD) _____-- в час.</p> <p>2. В стоимость сухой аренды тренажеров самолетов включено:</p> <p>2.1. ознакомление инструктора заказчика с работой тренажера; дополнительный ознакомительный инструктаж в случае установки нового оборудования или модернизации Тренажера.</p> <p>2.2. использование оборудования тренажера в согласованное время;</p> <p>2.3. настройка тренажеров к конфигурации самолетов Заказчика;</p> <p>2.4. использование оборудования классов для брифинга и дебрифинга, включая CD/DVD-оборудование, схемы панелей управления кабины пилотов, проекторы, цифровое оборудование для брифинга/дебрифинга, доски, маркеры. _____.</p> <p>2.5. шкаф для хранения учебной документации Заказчика.</p> <p>3. Ознакомление с Тренажерами и другим учебным оборудованием.</p> <p>3.1. Подготовка инструкторов Заказчика к управлению станцией инструктора и цифровым учебным оборудованием для брифинга и дебрифинга является обязательной и бесплатной согласно Контракту. Ознакомление с управлением тренажером обеспечивает персонал Поставщика.</p> <p>3.2. В случае установки нового оборудования или модернизации Тренажера, дополнительный инструктаж в требуемом объеме проводится бесплатно.</p>
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<p>4. Training location</p> <p>4.1. Dry lease services will take place at _____ _____ facilities, address _____ _____ _____.</p> <p>5. Value Added Tax (VAT)</p> <p>5.1. According to the actual _____(country) tax regulations, VAT is not currently applied (or applied __%) for dry lease services at Training Centre of Provider in accordance with item 4.1 of this Annex 1 _____.</p> <p>6. Terms of Sessions providing</p> <p>6.1. The schedule of training Sessions* includes intervals (not less than 15 minutes) for crew change, for Simulator's configuration lesson plan options, or time to crew change, to change configuration is excluded from the time of dry lease. *1 Session - 4-hours period.</p> <p>6.2. _____</p> <p>7. Volume of Bookings</p> <p>7.1. The planned volume of Bookings according to this Contract will take: - _____ hours of Boeing-747-400 FFS Dry lease; - _____ hours of Boeing-747-400 FBS or FTD/MFTD Dry lease.</p> <p>7.2. The planned price of this Contract will take _____.</p> <p>In witness whereof, this Annex 1 to Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p> <p>“ROSSIYA AIRLINES” Joint Stock Company</p> <p>_____ Date: _____</p>	<p>4. Место предоставления услуг</p> <p>4.1. Услуги сухой аренды будут предоставляться в тренажерном центре _____, _____, по адресу: _____ _____.</p> <p>5. НДС</p> <p>5.1. В соответствии с действующим налоговым законодательством _____(страны) НДС не применяется (или применяется в размере __%) к услугам сухого лизинга, предоставляемым в учебном центре Поставщика в соответствии с п. 4.1 настоящего Приложения №1. _____</p> <p>6. Условия предоставления Сессий</p> <p>6.1. В расписание учебных Сессий* включены интервалы между Сессиями (не менее 15 мин.) для смены экипажей, настройки конфигурации тренажеров для тренировки по требуемой программе, или время, затрачиваемое на смену экипажа, изменение конфигурации, исключается из времени сухой аренды. *1 Сессия = 4 часам</p> <p>6.2. _____</p> <p>7. Объем заказов</p> <p>7.1. Планируемый объем Заказов в соответствии с Контрактом составит: - _____ часов сухой аренды FFS Boeing-747-400; - _____ часов сухой аренды FBS или FTD/MFTD Boeing-747-400.</p> <p>7.2. Планируемая цена Контракта составит: _____.</p> <p>В удостоверение изложенного, настоящее Приложение 1 к Контракту о предоставлении услуг № _____ от _____ подписано полномочными представителями Сторон:</p> <p>Акционерное общество «Авиакомпания «Россия»</p> <p>_____ Дата: _____</p> <p>_____ /Поставщик/</p>
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<div>_____</div> <div>/Provider/</div> <div>_____</div> <div>Date: _____</div>	<div>_____</div> <div>Дата: _____</div> <div>_____</div>
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ANNEX 2
to Services Contract № _____

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: «__» _____

“ROSSIYA AIRLINES” Joint Stock Company

Date: _____

Provider

Date: _____

ФОРМА ПРЕДОСТАВЛЕНИЯ ИНФОРМАЦИИ

№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников (в том числе)				
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения / адрес регистрации	Степень участия (для ...)
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					
												...					

Должность, ФИО руководителя контрагента _____
Печать _____ подпись _____ /дата/

Примечание. В таблице указывается подробная информация о цепочке собственников контрагента (учредители/ акционеры; в отношении учредителей/ акционеров, являющихся юридическими лицами, включая конечных бенефициаров: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организации 1.1 (собственники второго уровня); 1.1.3.1 – конечный бенефициар (1.1.3.1)

Акционерное общество «Авиакомпания «Россия»

Дата: _____

Дата: _____