

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

Approval date 

14	01	2022
----	----	------

### Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	17	01	2022	
Date and time for the request receiving completion	27	01	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 31.01. 2022			
	Date for summarizing of results 31.01. 2022			
Commencement date for providing clarifications on procurement documentation		17	01	2022
Completion date for providing clarifications on procurement documents		21	01	2022
Specifying the features of participation	"Not available"			
Option to submit an alternative offer	"Not available"			
Option to engage co-contractors/subcontractors	"Available"			
Distribution of the total scope of procurement between the procurement parties	"Not available"			
Subject-matter of the procurement	Forwarding services complex to/from Germany			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Forwarding services complex to/from Germany			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
49,000,000	RUB	Not defined	Unit	51.21.1	51.21.1
Place, conditions and terms (periods) of delivery of goods, performance of		St. Petersburg, Pulkovo Airport Moscow, Sheremetyevo Airport, Terminal D			

works, provision of services	Hamburg Munich Frankfurt
Term and Payment Procedure for Goods (Work. Service)	Within 30 (thirty) calendar days from date of invoice for the services provided
Request Security (amount)	"Not available"
Right of the Procurement Bidder to submit a draft of counter-agreement	"Not available. The procurement participant shall accept all the terms of the draft contract."

### Assessment and Comparing Criteria of Quotes

Lot No. 1																																																							
Criterion 1	The price of the proposal																																																						
Procedure of scoring for criterion 1	The contract price (the offer price or the sum of individual prices) is calculated using the following formula: Sbaz / Spp x K, where Sbaz – the best (smallest) of all the participants ' offers; Spedl – the evaluated offer of the participant; K is the value of the maximum number of points according to the criterion. The price of the proposal of the participant (PPP) is calculated as follows:  PPP = Tariff for selection of cargo and tariff for cargo handling in the country of departure (T1) + Air transportation tariff (T2) + Tariff for selection of cargo from the supplier (T3), where  T1 = (a1+a2+a3+a4+a5+a6) *0,7 + (b2+b5+b6) *0,05 + (c2+c5+c6) *0,05+(d1+d2+d3+d4+d5+d6) *0,1+(e1+e2+e3+e4+e5+e6) *0,1  Tariff for cargo handling in the country of departure																																																						
<table><tr><td>Airport of departure</td><td>Tariff of the Export customs processing (for AWB)</td><td>Execution of the document for dangerous cargo (for AWB)<sup>2</sup></td><td>Tariff for cargo handling in the airport<sup>3</sup> (MIN)</td><td>Tariff for cargo handling in the airport (for kg)</td><td>Tariff for 1 AWB in rubles (for AWB)</td><td>Tariff for delivery of the AOG orders (for AWB)</td><td>weight %</td></tr><tr><td>Airports of Germany (a)</td><td>a1</td><td>a2</td><td>a3</td><td>a4</td><td>a5</td><td>a6</td><td>70</td></tr><tr><td>Moscow (b)</td><td>N/A</td><td>b2</td><td>N/A</td><td>N/A</td><td>b5</td><td>b6</td><td>5</td></tr><tr><td>Saint Petersburg (c)</td><td>N/A</td><td>c2</td><td>N/A</td><td>N/A</td><td>c5</td><td>c6</td><td>5</td></tr><tr><td>Airports of Asia (d)</td><td>d1</td><td>d2</td><td>d3</td><td>d4</td><td>d5</td><td>d6</td><td>10</td></tr><tr><td>European airports (e)</td><td>e1</td><td>e2</td><td>e3</td><td>e4</td><td>e5</td><td>e6</td><td>10</td></tr></table>								Airport of departure	Tariff of the Export customs processing (for AWB)	Execution of the document for dangerous cargo (for AWB) <sup>2</sup>	Tariff for cargo handling in the airport <sup>3</sup> (MIN)	Tariff for cargo handling in the airport (for kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)	weight %	Airports of Germany (a)	a1	a2	a3	a4	a5	a6	70	Moscow (b)	N/A	b2	N/A	N/A	b5	b6	5	Saint Petersburg (c)	N/A	c2	N/A	N/A	c5	c6	5	Airports of Asia (d)	d1	d2	d3	d4	d5	d6	10	European airports (e)	e1	e2	e3	e4	e5	e6	10
Airport of departure	Tariff of the Export customs processing (for AWB)	Execution of the document for dangerous cargo (for AWB) <sup>2</sup>	Tariff for cargo handling in the airport <sup>3</sup> (MIN)	Tariff for cargo handling in the airport (for kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)	weight %																																																
Airports of Germany (a)	a1	a2	a3	a4	a5	a6	70																																																
Moscow (b)	N/A	b2	N/A	N/A	b5	b6	5																																																
Saint Petersburg (c)	N/A	c2	N/A	N/A	c5	c6	5																																																
Airports of Asia (d)	d1	d2	d3	d4	d5	d6	10																																																
European airports (e)	e1	e2	e3	e4	e5	e6	10																																																
1 - including services for closing of the export declaration at the customs station of departure, regardless of the cargo status 2 - including services for dangerous cargo handling, DGR tax, extract of the DG customs declaration (for 1 AWB); 3 - including services for cargo borescope inspection (transmission, X-ray).																																																							
T2 = (A1*0.54+A2*45*0.14+A3*100*0.12+A4*300*0.1+A5*500*0.1)*0.06 +																																																							

$$(B1*0,54+B2*45*0,14+B3*100*0,12+B4*300*0,1+B5*500*0.1)*0,06 +$$

$$(C1*0,54+C2*45*0,14+C3*100*0,12+C4*300*0,1+C5*500*0.1)*0,30 +$$

$$(D1*0,54+D2*45*0,14+D3*100*0,12+D4*300*0,1+D5*500*0.1) *0,30+$$

$$(E1*0,54+E2*45*0,14+E3*100*0,12+E4*300*0,1+E5*500*0.1) *0,07+$$

$$(F1*0,54+F2*45*0,14+F3*100*0,12+F4*300*0,1+F5*500*0.1) *0,07+$$

$$(G1*0,54+G2*45*0,14+G3*100*0,12+G4*300*0,1+G5*500*0.1) *0,07+$$

$$(H1*0,54+H2*45*0,14+H3*100*0,12+H4*300*0,1+H5*500*0.1) *0,07$$

#### Air transportation tariff

Direction	MIN (less than 15 kg)	15-45 kg (for kg)	45-100 kg (for kg)	100-300 kg (for kg)	300-500 kg (for kg)	criterion weight depending on the region
<i>(criterion weight for tonnage -%)</i>	60	16	10	7	7	
Moscow - Airports of Germany (A)	A1	A2	A3	A4	A5	6
Saint Petersburg - Germany Airports (B)	B1	B2	B3	B4	B5	6
Airports of Germany - Moscow (C)	C1	C2	C3	C4	C5	30
Airports of Germany - Saint Petersburg (D)	D1	D2	D3	D4	D5	30
Airports of Germany – Airports of Asia (E)	E1	E2	E3	E4	E5	7
Airports of Asia - Airports of Germany (F)	F1	F2	F3	F4	F5	7
European airports – Airports of Germany (G)	G1	G2	G3	G4	G5	7
Airports of Germany – European airports (H)	H1	H2	H3	H4	H5	7

$$T3 = (u1*0,3+u2*0,07+ u3*0,06+u4*0,06) + (v1*0.08+v2*0.02 + v3*0.02+v4*0.02) +$$

$$(w1*0.05+w2*0.01 + w3*0.02+w4*0.02) +(x1*0.11 +x3*0.03 + x4*0.03) + (y1*0.04+$$

$$y3*0.01+ y4*0.01)+(z1*0,02+ z3*0,01+ z4*0,01)$$

Tariff for cargo selection from the supplier

Name of service	0-45 kg, up to 150 km u	45-100 kg, up to 150 km v	100-500 kg, up to 150 km w	0-45, from 150km x	50-100 kg, from 150 km y	100-500 kg, from 150 km z
Delivery of cargo to the airport of departure within Germany (1)	u1	v1	w1	x1	y1	z1
Delivery of cargo to the airport of departure within Moscow (2)	u2	v2	w2	N/A	N/A	N/A
Delivery of cargo to the airport of departure within Asia (3)	u3	v3	w3	x3	y3	z3
Delivery of cargo to the airport of departure within in Europe (4)	u4	v4	w4	x4	y4	z4

#### Weight T3 -%

Name of service	0-45 kg, up to 150km t	45-100 kg, up to 150 km u	100-500 kg, up to 150 km w	0-45, from 150km x	50-100 kg, from 150 km y	100-500 kg, from 150 km z
Delivery of cargo to the airport of departure within Germany	30	8	5	11	4	2
Delivery of cargo to the airport of departure within Moscow	7	2	1	N/A	N/A	N/A
Delivery of cargo to the airport of departure within Asia	6	2	2	3	1	1
Delivery of cargo to the airport of departure within in Europe	6	2	2	3	1	1

Maximum number of scores for criterion 1	80

Name of the criterion 2	The presence of proven experience in providing freight forwarding services from / to Germany over the past 3 years (from 2019 to 2021).
The procedure for calculating points according to criterion 2	<p>The experience is confirmed if the participant provides copies of contracts for the provision of freight forwarding services from / to Germany for the last 3 years (from 2019 to 2021), with a validity period of at least 1 year and in the amount of at least 50 % of the NMC of this purchase.</p> <p><math>\text{Spedl} / \text{Sbaz} \times K</math>, where Spp - the number of submitted contracts of the participant for whom points are calculated, Sbaz - the maximum number of submitted contracts from all received offers, K - the value of the maximum number of points according to the criterion.</p>
The maximum number of points according to the criterion is 2	20
The maximum number	100

## 1. General Terms of the Procurement Procedure

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

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

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

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

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

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

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

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

## **2. Procedure for Submission of Requests**

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

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

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

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

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

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

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

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

## **4. Payment Method for Goods, Work, and Service**

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Closing Provisions**

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

### **Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure.

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

Appendix 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

**Appendix 1**  
**to Procurement Documentation**

**Request for Participation<sup>1</sup>**  
**In the Procurement Procedure:**

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

1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)

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

Registered at the following address:

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

proposes to conclude the agreement for

*(state the subject-matter of the agreement)*

In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection

Quote:

Tariff for cargo handling in the country of departure

Airport of departure	Tariff of the Export customs processing (for AWB)	Execution of the document for dangerous cargo (for AWB) <sup>2</sup>	Tariff for cargo handling in the airport <sup>3</sup> (MIN)	Tariff for cargo handling in the airport (for kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)
Airports of Germany (a)						
Moscow (b)						
Saint Petersburg (c)						
Airports of Asia (d)						
European airports (e)						

1 - including services for closing of the export declaration at the customs station of departure, regardless of the cargo status

2 - including services for dangerous cargo handling, DGR tax, extract of the DG customs declaration (for 1 AWB);

3 - including services for cargo borescope inspection (transmission, X-ray).

Air transportation tariff

Direction	MIN (less than 15	15-45 kg	45-100 kg	100-300 kg	300-500 kg
-----------	-------------------	----------	-----------	------------	------------

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

	kg)	(for kg)	(for kg)	(for kg)	(for kg)	
Moscow - Airports of Germany (A)						
Saint Petersburg - Germany Airports (B)						
Airports of Germany - Moscow (C)						
Airports of Germany - Saint Petersburg (D)						
Airports of Germany – Airports of Asia (E)						
Airports of Asia - Airports of Germany (F)						
European airports – Airports of Germany (G)						
Airports of Germany – European airports (H)						

#### Tariff for cargo selection from the supplier

Name of service	0-45 kg, up to 150 km u	45-100 kg, up to 150 km v	100-500 kg, up to 150 km w	0-45, from 150km x	50-100 kg, from 150 km y	100-500 kg, from 150 km z
Delivery of cargo to the airport of departure within Germany (1)						
Delivery of cargo to the airport of departure within Moscow (2)						

Delivery of cargo to the airport of departure within Asia (3)							
Delivery of cargo to the airport of departure within in Europe (4)							

The presence of proven experience in providing freight forwarding services from / to Germany over the past 3 years (from 2019 to 2021) ( yes or no) \_\_\_\_\_.

The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services\_\_\_\_\_.

2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:

Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)

Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;

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

3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.

5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.

6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.

7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.

<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p> <p>11.3. - There are no state standards for this type of service</p> <ul style="list-style-type: none"> <li>- Registration as an IATA Agent (document confirming registration, for example, Certificate of accreditation);</li> <li>- Possibility to provide ground delivery to/from the airport of departure/arrival, including a range of services for customs clearance abroad (provide a supporting document or an information letter);</li> <li>- Possibility of issuing air waybills for service cargo sent by PJSC "Aeroflot" flights (provide a supporting document or an information letter);</li> <li>- Possibility of warehouse storage of goods and their consolidation (Supporting document: lease agreement or certificate of ownership, or an agreement with partners who provide the mentioned services);</li> <li>- Availability of AOG Desk in the largest airports in the Federal Republic of Germany. Confirming document: lease agreement or certificate of ownership, and documents confirming the availability of employees in the company who work on a shift basis 24/7);</li> <li>- Possibility to send Hazmat goods (Information letter);</li> <li>- Possibility to send AOG goods (the possibility of starting transportation/picking up cargo not later than 3 hours from the receipt of the application) (Information letter);</li> <li>- Possibility to issue air waybills (Information letter);</li> <li>- Availability of its own office in Germany. (Confirmation document: lease agreement or certificate of ownership);</li> </ul> <p>1.1. - Possibility to accept cargo with dimensions up to 585cm*280cm*285cm for air transportation (Information letter)</p>		
According to the list on	pages	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

<sup>5</sup> The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

**Appendix 2**  
**to Procurement Documentation**

<b>BIDDER QUESTIONNAIRE FORM<sup>2</sup></b> <b>Procurement Procedure</b>	
<i>(state the name of procedure)</i>	
<b>Procedure No.</b> _____ <i>(state the procedure number)</i>	<b>Lot No.</b> _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
<b>1. Legal details</b> Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
<b>2. Banking details</b> INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account No. _____ Bank Name _____ Correspondent account _____ BIC _____	
<b>3. Registration data</b> Date, place and registration authority _____ Founders _____ Primary Business _____ Included in the small and medium businesses <sup>3</sup> _____ OKPO _____ OKVED _____	

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

<sup>3</sup> If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

**4. Appendices to the Bidder Questionnaire Form:**

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

**Contact person**

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

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

**Principal**

*(title of the Principal)*

\_\_\_\_\_ *(signature)*

\_\_\_\_\_ *(state initials, last name)*

SEAL

Date of Issuance

\_\_\_\_\_ *(DD)*

\_\_\_\_\_ *(MM)*

\_\_\_\_\_ *(YYYY)*

### Terms of reference

No	Subject-matter of the procurement	Forwarding services complex to/from Germany		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (volume)	Option to replace (equivalent)
2	Provision of freight forwarding services Delivery of aviation and technical property belonging to JSC "Airline" Russia " to / from Germany. As well as cargo delivery to the departure airport within Germany and to the departure airport in Moscow. Most of the transportation falls on the share of Aviation and technical property, the weight of which is 50 kg, the dimensions are 100x100x100 cm, however, transportation is allowed, the weight of which can be in the range of 1-500 kg. The full list of services is specified in Appendix No. 1 to the terms of reference	Unit	Not defined	no
3	Place of delivery / performance of works / provision of services (address)	St. Petersburg, Pulkovo Airport Moscow, Sheremetyevo Airport, Terminal D Hamburg Munich Frankfurt		
4	Dates or schedule of shipment/delivery of goods, period of works performance or services provision	Provision of a range of forwarding services within 1 year from the date of signing the agreement		
5	Requirements for goods, work, service acceptance	- Originals of primary documents with supporting documents (invoice and certificate of rendered services) must be sent to the Client once a week; -The Forwarder shall send copies of invoices to the Client's email address every day: Amd9@rossiya-airlines.com		
6	Requirements to safety, quality, technical characteristics, functional characteristics (consumer features) of goods, work, service, to the size, package, shipment of goods, to works results established by the customer and stipulated by technical regulations according to the laws of the Russian Federation on technical	- There are no state standards for this type of service - Registration as an IATA Agent (document confirming registration, for example, Certificate of accreditation); - Possibility to provide ground delivery to/from the airport of departure/arrival, including a range of services for customs clearance abroad (provide a supporting document or an information letter); - Possibility of issuing air waybills for service cargo sent by PJSC "Aeroflot" flights (provide a supporting document or an information letter); - Possibility of warehouse storage of goods and their consolidation (Supporting document: lease agreement or		

	regulation, by documents developed and used in the national standardization system, adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to confirmation of compliance of the goods supplied, work performed, service provided with needs of the customer. <b>(Information letters and supporting documents must be provided at the application stage)</b>	certificate of ownership, or an agreement with partners who provide the mentioned services); - Availability of AOG Desk in the largest airports in the Federal Republic of Germany. Confirming document: lease agreement or certificate of ownership, and documents confirming the availability of employees in the company who work on a shift basis 24/7); - Possibility to send Hazmat goods (Information letter); - Possibility to send AOG goods (the possibility of starting transportation/picking up cargo not later than 3 hours from the receipt of the application) (Information letter); - Possibility to issue air waybills (Information letter); - Availability of its own office in Germany. (Confirmation document: lease agreement or certificate of ownership); - Possibility to accept cargo with dimensions up to 585cm*280cm*285cm for air transportation (Information letter)
7	Requirements to pricing of goods: whether or not the price of goods includes delivery, loading/unloading, insurance, installation, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.	The price of the offer shall include: - Tariff for the selection and processing of goods in the country of departure; - Air transportation tariff; - Tariff for the selection of goods from the supplier.
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	High-quality and timely provision of services during the term of the agreement
9	Other necessary information or additional requirements	Not applicable

#### Appendix No. 1 to The terms of Reference

##### List of services:

1. Signing on behalf of the Client and at his expense contracts for the transportation and storage of oversized cargo of the Client, including at customs warehouses (if necessary).
2. Providing the Client with information on the movement of the oversized cargo in the form agreed with the Client by e-mail, as well as within the time period specified by the Client.
3. Representation of the interests of the Client in government bodies, commercial and other organizations on all matters related to the oversized and oversized cargo of the Client when the latter indicates the services under this Agreement.

**AGREEMENT No. \_\_\_\_\_**

**on  
Forwarding Services to/from Germany**

**Moscow**

\_\_\_\_\_ **201\_**

**Rossiia Airlines Joint Stock Company**, hereinafter referred to as **the Customer**, represented by \_\_\_\_\_ acting on the basis of \_\_\_\_\_ on the one part and \_\_\_\_\_, hereinafter referred to as **to Forwarder**, represented by \_\_\_\_\_ acting on the basis of \_\_\_\_\_ on the other part entered into this Agreement as follows:

**1. Subject of Agreement**

1.1. This Agreement shall determine the relations between the parties upon fulfilment of the Customer's assignment by the Forwarder. The Forwarder shall render forwarding services, arrange for international cargo transportation (including by sea, air, road, railway, and/or multimodal transportation) as determined herein at the expense of the Customer.

**2. General Terms**

2.1. These services shall be rendered in accordance with provisions of applicable international regulations on transportation and freight forwarding, Federal Law dated June 30, 2003, No. 87-FZ On Transportation and Freight Forwarding, and other rules of the Russian laws.

2.2. The Customer shall pay for the forwarding services rendered by the Forwarder at the agreed transportation rate (Appendix No. 2 hereto), including Forwarder's costs incurred for the benefit of the Customer, as specified in the Order that shall be made for each transportation and signed by both parties.

2.3. The Forwarder shall carry cargo by different modes of transport subject to the Customer's order to fulfil its obligations hereunder.

2.4. For operations (hereinafter referred to as the transport operations) related to cargo carriage a separate Appendix to this Agreement or an Order for cargo transportation shall be executed (in the form provided in Appendix No. 1 to this Agreement) stating terms and conditions of forwarding and agreed transportation rates. The said Appendix or the Order shall be signed by the parties of the Agreement prior to the start of transport operations and constitute an integral part of the Agreement.

2.5. According to the Customer's instructions, the Forwarder may perform the following activities to fulfil tasks specified in Section 1 "Subject of Agreement":

2.5.1. Enter into, on behalf and at the expense of the Customer, agreements on transportation and storage of the Customer's cargo, including at customs warehouses (where necessary).

2.5.2. Provide information on cargo movement to the Customer in the form approved by the Customer by e-mail (to LD-VKO@rossiya-airlines.com) and within the period determined together with the Customer.

2.5.3. Classify cargoes according to the Customer's instructions by routes and destinations and perform redirection.

2.5.4. Represent the Customer before government authorities, business and other organizations with respect to all matters connected with the Customer's cargoes upon rendering it services hereunder.

2.5.5. This Agreement is executed as a principal document governing the relations between the parties upon repeated rendering of forwarding services by the Forwarder.

2.5.6. The Customer's assignments shall be fulfilled only on the basis of an order made as a written Order which constitutes an integral part hereof.

2.5.7. The Parties hereby agree that the information (except for additional agreements on amendment to or termination of this Agreement, termination notices, bills, invoices, claims, certificates of services rendered) provided by the Parties' employees by facsimile and/or e-mail shall be accepted as written evidence.

### **3. Customer's Order**

3.1. The Customer's Order (hereinafter referred to as the Order) shall be made by the Customer subject to approved and applicable rate and sent to the Forwarder by one or combination of the following methods:

a) serving (delivery) of the written Order to the Forwarder's official representative;

b) in electronic form: \_\_\_\_\_

3.2. The Customer's Order sent to the Forwarder in accordance with Clause 3.1 hereof at least 5 (five) business days prior to the day of loading shall be deemed a basis for unconditional provision of transport means for shipment. Should the Customer fail to fulfil these requirements the Forwarder shall retain its right to accept or reject the Order with immediate notification of the Customer in electronic form: LD-VKO@rossiya-airlines.com. If the Order is rejected the Forwarder shall provide a valid reason.

3.3. The Order shall contain the following:

3.3.1. information on a consignor: full name, registration details, full address, details and telephone number of a contact (responsible) person (if the Customer is not a consignor it shall provide documents confirming the right to perform any operations with such cargo to the Forwarder);

3.3.2. information on a proposed (desirable) route;

3.3.3 information on cargo location, on the place and time of its acceptance from a consignor, including country, city, street, etc.;

information on cargo: nomenclature and range (full name and description), quantity (net weight and gross weight, number of items and pieces), country of origin, estimated cost and any other necessary information;

3.3.4. place and expected date of cargo delivery;

3.3.5. information on a consignee: full name, registration details, full address, details and telephone number of a contact (responsible) person;

3.3.6. place of customs export or import clearance of cargo;

3.3.7. transportation: mode of transportation, specific conditions (temperature, etc.). If the Customer does not specify a mode of transportation and/or specific conditions the Forwarder may negotiate this matter with the Customer additionally, leaves it to its own discretion and within the amount payable to the Forwarder by the Customer for this transportation as determined by the parties.

3.3.8. The Order shall contain all the Customer's instructions concerning documentation, including the Customer's assignment on additional services required.

3.4 The Forwarder shall send a notice of the Order receipt by e-mail (LD-VKO@rossiya-airlines.com), signed copy of the Order shall be attached to an invoice for services rendered and delivered to the Customer.

3.5. Should any information or documents provided by the Customer contain inaccurate or incorrect details resulting in extra expenses incurred by the Forwarder such expenses shall be paid by the Customer. If any documents provided do not state any necessary details such documents or information shall be rectified and the Forwarder shall immediately notify the Customer thereof. Late delivery of documents requested by the Forwarder will result in delay of Order fulfilment.

## **4. Forwarder's Rights, Obligations and Responsibility**

### **4.1. The Forwarder may:**

4.1.1. Engage any third parties, enter into any contracts and issue invoices to them in its own name in order to perform its obligations hereunder. However, the Forwarder's obligations to a third party shall not release the Forwarder from its responsibility for performance of its obligations hereunder. Charging a third party with the Forwarder's obligations shall not release the Forwarder from its responsibility to the Customer.

4.1.2. If the Customer's instructions are inaccurate or incomplete, or not in accordance herewith and the Forwarder was unable to clarify the Customer's instructions for any reasons beyond its control the Forwarder shall render forwarding services subject to the Customer's interests.

4.1.3. The Forwarder may choose or change a mode of transportation, route of cargo transportation, sequence of carriage of cargo through different modes of transportation subject to the Customer's interests unless otherwise is stated in the Order by the Customer. The Forwarder shall immediately notify the Customer of any changes made in accordance with this clause.

4.1.4. The Forwarder may not proceed to fulfilment of obligations provided herein until the Customer submits all necessary documents and information on properties of cargo, its transportation conditions and any other information required for fulfilment of obligations of the forwarder. If the information provided is incomplete the Forwarder shall request necessary additional details from the Customer in accordance with a forwarding contract.

4.1.5. The Forwarder may verify necessary documents provided by the Customer and information on properties of cargo, its transportation conditions and any other information which is required to the Forwarder for fulfilment of its obligations hereunder.

4.1.6. If the Customer fails to provide information necessary for fulfilment of conditions hereof or to pay for the Forwarder's services by the date specified herein the Forwarder may suspend fulfilment of the Order until necessary information is provided or services are paid, respectively. Such suspension shall not be deemed a failure to fulfil obligations from the part of the Forwarder.

### **4.2. The Forwarder shall:**

4.2.1. Take any actions required for safeguarding the Customer's interests and safety of cargo.

4.2.2. Deliver transport means for shipment that are technically sound and suitable for international operation in commercial and customs respects and meet sanitary requirements.

4.2.3. Notify the Customer on the order fulfilment progress in a timely manner; immediately inform it on all changes which may influence performance hereof.

4.2.4. Upon the agreement with the Customer provide evidences of necessity and relevancy of extra expenses if any.

4.2.5. Not disclose any information treated as confidential by the Customer.

### **4.3. Responsibility of the Forwarder**

4.3.1. The Forwarder's responsibility not described in this Agreement shall be in accordance with regulations listed in this Agreement.

4.3.2. The Forwarder shall not be liable for the content of package of any cargo carried if there are no visual signs of opening or damage of outer package.

4.3.3. Circumstances that form a basis for the Forwarder's responsibility shall be confirmed by a certificate executed by and between the Parties.

4.3.4. In case of a claim the Customer must attach original documents or their duly certified copies to confirm the quantity and cost of cargo accepted for transportation.

## **5. Customer's Rights, Obligations and Responsibility**

**5.1. The Customer may:**

5.1.1. Receive information and documents on the situation hereunder.

5.1.2. Determine an assignment for the Forwarder stating a route, border check points, instructions on execution of documents at place of transshipment or documentation, choose a route of cargo transportation and means of transport.

5.1.3. Request the information on cargo carriage process from the Forwarder.

5.1.4. Issue instructions to the forwarder in accordance herewith.

5.1.5. Before income is paid to the Forwarder (in the form of penalty according to Clause 5.3.1, paragraph 3) in favour of third parties being foreign contracting parties the Forwarder shall ensure that a tax residence certificate of a foreign contracting party being an income earner is submitted to the Customer together with a written confirmation of right of an actual income earner. If the status of actual income earner is changed the Forwarder shall notify the Customer thereof in a written form.

**5.2. The Customer shall:**

5.2.1. Timely provide complete, accurate and true information on cargo properties, its transportation conditions and any other information to the Forwarder as required for fulfilment of forwarder's obligations stated in a forwarding contract as well as documents required for undergoing customs, sanitary and any other governmental control procedures according to Appendix No. 1 hereto.

5.2.2. The Customer shall immediately inform the Forwarder on all changes, facts and circumstances which may influence the performance hereof.

5.2.3. Deliver cargo to the Forwarder's representative in agreed amount and within specified time period.

5.2.4. Arrange handling operations in accordance with applicable rules and ensure that a package/container corresponds the nature of cargo.

5.2.5. Cargo provided for transportation shall be duly packaged and marked in order to ensure its safety upon transportation. Cargoes requiring containers protecting them from loss, deficiency, spoilage and damage shall be delivered for transportation in operable containers meeting state standards or technical requirements, or in any other operable containers guaranteeing their complete safety, as appropriate.

5.2.6. Perform loading and unloading of Forwarder's vehicles using its own resources, in accordance with traffic safety rules, within 24 (twenty-four) hours in Europe and perform customs clearance and unloading in Russia within 48 (forty-eight) hours, taking measures to prevent overloading of vehicles. Follow recommendations of the forwarder or its representative when placing cargo in transport means.

5.2.7. Provide necessary shipping documents (certificates, transit veterinary certificates, etc.) directly related to the cargo carried to the Forwarder.

5.2.8. Provide written information and necessary documents for Order fulfilment, including confidential information, in a timely manner, within a period that is sufficient for meeting customs requirements. Where necessary provide duly certified documents with Russian translation in good time in advance.

5.2.9. Refund all documented extra expenses incurred by the Forwarder in connection with Order fulfilment.

5.2.10. Provide any other information required for Order fulfilment.

5.2.11. Refund the Forwarder penalties and other fees, costs paid or incurred by the Forwarder due to actions/omission of the Customer or its representative, including in the result of late transfer of funds hereunder and/or non-provision/late provision of documents for the purpose of currency control in accordance with requirements of the Russian laws within 30 calendar days after receiving a written claim of the Forwarder

5.2.12. Provide legible copies of documents to the Forwarder listed in the Tax Code of Russia, Article 165, Clause 3.1, Sub-clause 3, and executed for performance hereof within 30 calendar days from the date indicated by customs authorities in documents listed in the Tax Code of Russia, Article 165, Clause 3.1, Sub-clause 3, and in case of exporting cargo from the Russian Federation to the Customs Union member state, or importing cargo in the Russian Federation from the Customs Union member state, from the date of shipping

and/or other documents stating the place of unloading or the place of loading (destination or dispatch station) located in the other Customs Union member state subject to a corresponding Customer's Order.

5.2.13. Sign and send the Forwarder the Certificate of Rendered Services (hereinafter referred to as the Certificate) within 10 (ten) business days after receiving an original Certificate signed by the Forwarder.

### **5.3. Customer's Responsibility**

5.3.1. The Customer shall be responsible for:

- matching the actual information on quantity, range and other qualitative and quantitative characteristics of cargo with the information specified in the Customer's Order;
- vehicle idle time if this is caused by actions/omission of the Customer or its representative;

- payment of penalties and other losses of the Forwarder/third parties engaged by the Forwarder for fulfilment of the Customer's Order and assignment provided that such penalties or losses are duly documented.

5.3.2. If the Customer cancels the Order which has already been approved and accepted for fulfilment the Customer shall reimburse the Forwarder for actually incurred expenses if the Forwarder started to fulfil the Order and incurred particular expenses in connection therewith, with attachment of confirmation documents.

5.3.3. The Customer shall be liable for late payment for the Forwarder's services and reimbursement of expenses incurred by the Forwarder for the benefit of the Customer in the amount stated in Clause 7.5 of this Agreement.

### **6. Compliance with the requirements of laws and regulations**

6.1. In the process of fulfilling obligations under this Agreement, the Customer and the Forwarder shall fulfill the requirements of all applicable laws and legal norms with respect to the Customer and the Forwarder, and in particular comply with the requirements of anti-corruption legislation.

6.2. The parties hereby grant unlimited rights to verify that the activities of the parties comply with the requirements of anti-corruption legislation if the parties have sufficient reason to believe that partners, agents, contractors, employees or other persons involved by the parties violate the requirements of laws and regulations.

6.3. The parties shall immediately notify the Customer of cases of direct or indirect impact on him with the aim of forcing a violation of laws or legal norms.

### **7. Transportation cost and settlement procedure**

7.1. The Agreement cost may not exceed 49,000,000 (forty-nine million) rubles excluding VAT. VAT on any prices covered by this agreement are levied or not levied in accordance with applicable tax laws. The Parties will pay the taxes payable in their respective jurisdictions and have no obligation to pay any other taxes.

7.2. Within 30 (thirty) calendar days from the moment the Forwarder issues an invoice for the services rendered (it is allowed to send the invoice by facsimile message or e-mail followed by the original complete with supporting documents (transport/shipping and/or other), certificates of services rendered and invoices) the Customer shall pay the Forwarder for its forwarding services at an agreed rate for transportation in one amount.

7.3. The Forwarder shall send to the Customer the originals of the primary documents complete with supporting documents (invoice and certificate of services rendered, and, if necessary, in accordance with the legislation of the Russian Federation, an invoice) once a week. The Forwarder shall send copies of invoices to the Customer's email address every day: Amd9@rossiya-airlines.com.

7.4. By mutual agreement, the parties may establish a different payment procedure in each case. If a different payment procedure is agreed, the Forwarder and the Customer

sign an Appendix to the Agreement, which is an integral part of the Agreement.

Documents confirming the provision of services are transport documents adopted in international practice: bill of lading (ocean; covering transportation by sea; for multimodal transportation; covering transportation from port to port, etc.), air waybill, CMR (international road waybill) and others, as well as an invoice for services rendered by the Forwarder to the Customer.

7.5. The Customer pays to the Forwarder the expenses additionally incurred by him in connection with the execution of the order, including the costs of paying fees for the carriage of goods during international transportation, for the preparation of transit customs declarations and documents necessary for passing border crossings, as well as within the Russian Federation; expenses for storage of goods and other expenses incurred by the Forwarder during the execution of the order, within 30 (thirty) calendar days from the date the Forwarder issues the invoice. All additional costs must be documented and agreed upon in advance. Invoices for services provided in accordance with this Agreement are issued and paid in \_\_\_\_\_.

7.6. The Customer is responsible for the late payment for the Forwarder's forwarding services and the reimbursement of expenses incurred in the interests of the Customer in the form of payment of a penalty in the amount of 1/400 of the key rate of the Central Bank of the Russian Federation on the cost of the Forwarder's services and the costs incurred in the interests of the Customer for each day of delay, but not more than the amount of the expenses incurred by the Forwarder in the interests of the Customer. Accrual of a penalty is a right, but not an obligation of the Forwarder.

7.7. The parties shall pay bank charges, if any, imposed by their respective banks. For the avoidance of doubt, the Parties shall not pay any bank charges imposed by the bank of the other Party.

7.8 The act of rendering services must be signed and provided to the Client within 10 calendar days from the moment of rendering the service. The act of rendering services is not signed if the service is not performed or is performed in an incomplete volume. A reasoned refusal to sign the act may be clauses 4.2.2 and 4.2.3. of this Agreement.

## **8. Liability of the parties**

8.1. The parties are responsible for non-performance or improper performance of obligations under the Agreement to the extent and in the manner provided for by the Agreement and applicable Russian legislation.

8.2. The Customer is liable to the Forwarder for overload, for the incorrect indication of the name, weight, property or other data about the cargo, as well as for the consequences that arose as a result of distortion, indication of unreliable, inaccurate or incomplete information.

8.3. The Forwarder shall be liable in accordance with the law for causing damage to the cargo during transportation or its partial or complete loss. The cost of damage is determined from accompanying documents for the cargo. The limitation of liability applies strictly in accordance with the law and international shipping rules.

8.4. The cargo is considered lost if it was not delivered in accordance with the terms of the Application within 10 calendar days after the expiration of the delivery period agreed by the Parties.

## **9. Force Majeure**

9.1. None of the Parties shall be liable for failure to fulfill its obligations under the Agreement on time if the failure is due to force majeure circumstances (hereinafter referred to as Force Majeure), that is, extraordinary and unforeseen circumstances arising during the validity period of the Agreement on which the Party affected by them (hereinafter referred to as the Affected Party) cannot really influence and which it could not foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and military actions, blockades, bans on import or export, changes in legislation). Fires and strikes are

recognized as Force Majeure if they are not the result of the faulty and/or reckless action/inaction of the Affected Party and/or persons controlled by it (employees, contractors, consultants and others). Failures/interruptions in the operation of equipment and/or software used by the Affected Party, damage to communication lines and/or means of communication are Force Majeure only if they are caused by natural and/or anthropogenic factors and are not the result of a guilty and/or reckless action/inaction of the Affected Party and/or third parties.

9.2. The Affected party shall immediately, but no later than 3 (three) calendar days from the date of Force Majeure circumstances, notify the other Party in writing of their occurrence, the estimated duration, assess, if possible, their impact on the performance (including deadline) of obligations under the Agreement, except when such notification is impossible due to the effect of such circumstances. Upon termination of the Force Majeure circumstances, the Affected Party shall notify the other Party of this within the same time period, specifying the expected date for fulfilling obligations under the Agreement.

9.3. The absence of notification or untimely notification of the occurrence of Force Majeure circumstances deprives the Affected Party of the right to be exempted from liability for failure to fulfill obligations under this Agreement.

9.4. At the request of the other Party, the Affected Party is required to provide an official document issued by a competent state body or organization confirming the occurrence of events that are considered Force Majeure circumstances.

9.5. The occurrence of Force Majeure circumstances extends the period of fulfillment of obligations under the Agreement for a period corresponding to the time of the specified circumstances, taking into account a reasonable time period to eliminate their consequences, unless the Parties agree otherwise.

9.6. If Force Majeure circumstances and their consequences last more than one month, each of the Parties has the right to unilaterally and extrajudicially demand the termination of the Agreement. Each of the Parties has the right to demand from the other Party everything received under the Agreement if it follows from the essence of the Agreement or it contains a condition that this Party is interested only in the full execution of the Agreement and has the right to refuse the Agreement if only partial execution of the Agreement is possible.

## **10. Deadline for the fulfilment of obligations**

10.1. This Agreement shall enter into force upon signature by both parties.

10.2. The Agreement is valid for one year from the date of its signing.

Mutual settlements of the Parties shall be completed after 13 months from the date of signing the agreement, unless otherwise agreed by the Parties

10.3. Upon expiration of this Agreement, its terms shall remain valid in relation to all operations carried out before the expiration of the Agreement, which will not be completed by the time of termination of the Agreement.

## **11. Procedure for amending and terminating the Agreement**

11.1. This Agreement may be amended or terminated by mutual agreement of the Parties by signing a bilateral agreement, unless the Agreement expressly provides for the possibility of changing the terms unilaterally. Non-compliance the written form, as well as absence of the signature of an authorized representative or the seal of one of the Parties, entails the invalidity of the agreement on amending or terminating the Agreement.

11.2. This Agreement may be terminated unilaterally out of court at the initiative of the Customer, provided that the other Party receives a written notice of termination not less than thirty (30) calendar days before the expected date of termination of the Agreement.

11.3. All mutual settlements of the Parties shall be completed within 30 (thirty) calendar days from the date of termination of the Agreement.

11.4. Termination of the Agreement does not exempt the Parties from the fulfillment of obligations arising prior to the termination date.

## **12. Dispute resolution**

12.1. The Parties seek to resolve all disputes related to the execution (amendment or termination) of this Agreement through negotiations.

12.2. In case of failure to reach agreement through negotiations, the Parties shall settle the disputes referred to in clause 12.1. in pre-trial (claim) order.

12.3. The claim shall be provided in writing. The claim shall contain a justified and reasonable demand of the applicant.

12.4. The claim is sent to the addressee's location by registered mail with a notification of delivery or by courier with delivery to the addressee against receipt. If the claimant receives a refusal from the other party to voluntarily satisfy the claims or fails to receive a response within 30 calendar days from the date of the claim, the claimant has the right to refer the dispute to the Moscow Arbitration Court in accordance with the procedure established by the legislation of the Russian Federation.

### **13. Confidentiality**

13.1. The Parties shall not to disclose confidential information and not use it, except for the purpose of fulfilling obligations hereunder. The party to which confidential information is provided undertakes to take measures at least equal to those taken by it to protect its own confidential information

13.2. Information is considered confidential if it is received in the framework of implementation of this Agreement and if it contains, including, but not limited to: trade secret, personal data or other information protected by law or information that at the time of transfer is marked by the transmitting party as "Confidential" or "Strictly Confidential", with the indication of the full name and address of the location of its owner.

13.3. The Party that has allowed the disclosure of confidential information or that has not fulfilled other requirements to ensure its confidentiality shall be liable in accordance with the legislation of the Russian Federation.

13.4 Confidential information may be provided to the competent governmental authorities and regulators of the securities market in cases and within the procedure established by the applicable laws, which does not entail liability for its disclosure.

13.5 The obligations of the Parties set out in this section shall be effective during the validity of the Agreement and within 3 (three) years from its termination.

### **14. Anti-corruption undertaking**

14.1. During the performance of their obligations under the Agreement the Parties and their employees shall not pay, shall not offer to pay and shall not permit payment of any money or valuables, directly or indirectly, to any persons in order to influence actions or decisions of such persons to obtain any unlawful advantages or for other unlawful purposes.

In performing their obligations under the Agreement, the Parties and their employees shall not carry out actions that are qualified by the law applicable to the Agreement as giving/receiving bribes, commercial bribery, illegal remuneration, abuse of authority as well as actions that violate the requirements of applicable legislation and international instruments on countering the legalization (laundering) of proceeds from crime.

14.2. If a Party has suspicions that there was or could be a violation of any provisions of clause 14.1, the Party concerned is obliged to notify the other Party thereof in writing. In its written notification the Party shall refer to the facts or provide the materials that reliably confirm or give grounds for believing that there was or may be a violation of any provisions of clause 14.1 by another Party and/or its employees expressed in actions qualified by the applicable legislation as giving / receiving bribes, corrupt payment, illegal remuneration, abuse of authority as well as actions that violate the requirements of the applicable legislation and international treaties on countering legalization (laundering) of money proceeds from crime. After receiving a written notice, the Party it was sent to shall send a confirmation that the violation did not or will not occur. This confirmation shall be made within 5 (five) calendar days from the date of the receipt of the written notification.

14.3. In case of a violation by any Party of the obligations to refrain from the actions

specified in clause 14.1, the other Party shall be entitled to terminate the Agreement unilaterally by extrajudicial procedure with giving a written notification of termination. The Agreement is considered terminated upon the expiration of 5 (five) calendar days from the date of the Party's receipt of a written notification of the Agreement termination. In accordance with the provisions of this clause, the Party on whose initiative the Agreement was terminated shall be entitled to require compensation for the actual damage resulting from such termination. The period for paying damages is 15 (fifteen) calendar days from the date of receipt of the relevant demand from the Party on whose initiative the Agreement was terminated.

## **15. Final provisions**

15.1. All prior agreements, negotiation and correspondence on matters relating to this Agreement shall lose their legal force following the execution of this Agreement.

15.2. The parties do not have any related oral agreements. The content of the text of this Agreement shall be in full compliance with actual will of the parties.

15.3. If any provision of this Agreement is or becomes invalid, as agreed by the parties, then the validity of its remaining provisions shall not be forfeited.

15.4. Any notice, message or information in connection with performance, variation or termination of this Agreement, unless otherwise expressly provided for by this Agreement, shall be sent in writing by the Parties to the address of the other Party via registered letter with advice of delivery or by courier with delivery to the addressee against receipt, and can also be sent by e-mail (Client - LD-VKO@rossiya-airlines.com, Forwarder - \_\_\_\_\_). Notices, messages or information sent by e-mail, are considered delivered from the date of sending, and sent by courier or by mail are considered delivered from the time they had been received by the addressee. These notices may be duplicated by fax.

15.5. All appendices and additions to this Agreement are an integral part hereof, including:

- Appendix No. 1: Sample. Forwarding services bid;
- Appendix No. 2: Tariffs.
- Appendix No. 3: Form. Information about owners and beneficiaries

15.6. In case of changing of the addresses (location, postal), bank details, shipping details, each of the Parties shall notify the other Party about it within five (5) calendar days and shall bear the risk of consequences caused by the absence of the specified information from the other Party. Above changes shall enter into force for the other Party from the date of receipt.

15.7. In the part not regulated by this Agreement, the relations of the parties shall be subject to the current legislation of the Russian Federation.

15.8. The Agreement is made up in two copies one for each party. Both copies have equal legal force.

15.9. The Forwarder shall provide the Client with information in connection with the entire chain of its owners (beneficiaries), including ultimate beneficiaries, as well as, in connection with composition of the executive bodies in the form of Appendix No. 3 hereto, with the provision of supporting documents, not later than the date of signing.

In case of any changes in the specified chain of owners, including ultimate beneficiaries, or in the composition of the executive bodies of the Forwarder, the latter shall immediately notify the Client about with the attachment of the supporting documents.

In case of violation of obligations under this clause or refusal to fulfill them the Client is entitled to refuse to perform the Agreement unilaterally and extrajudicially (terminate the Agreement) by notifying the Forwarder about this 3 (three) calendar days prior to the date of termination.

## **16. Registration addresses and bank details of the parties**

**Forwarder:**

**Customer:**

Rossiya Airlines JSC  
Address: 196210, Saint Petersburg  
18/4 Pilotov st.  
OGRN (Principle State Registration Number):  
111 784 702 5284  
INN (Individual Taxpayer Number)/KPP (tax  
registration reason code) 78 10 81 45 22/ 99 76 50  
001,  
OKPO code (All-Russian Classifier of Enterprises and  
Organizations) 01128564  
OKATO code (National Classifier of Administrative  
Territorial Entities) 402 845 640 00  
Bank: Severo-Zapadny Bank Sberbank PJSC  
Saint Petersburg,  
settlement account: 407 02 810 055000000581,  
correspondent account: 30101 810 500000000653,  
RCBIC: 044030653

## 17. Signatures of the parties

**Forwarder:**

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_

L.S.

**Customer:**

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_

L.S.

**APPENDIX NO. 1**  
**To the Agreement**  
**on forwarding services**  
**to/from Germany**

No. \_\_\_\_\_ dated \_\_\_\_\_

**Forwarding services bid;**

<b>To:</b> Attn: tel fax		<b>From :</b>  Tel: Fax:	
<b>Type and quantity of vehicles</b>	sample sample		
<b>Date of vehicle submission for loading</b>			
<b>Sender</b>			
<b>Load address</b>			
<b>Contact person, tel</b>		tel/ fax	
<b>Address for filling in the transport documents</b>			
<b>Export customs clearance address</b>			
<b>Contact person, tel</b>		tel/ fax	
<b>Recipient</b>			
<b>Import customs clearance address</b>			
<b>Unloading address</b>			
<b>Contact person, tel</b>		tel/ fax	
<b>Information on cargo</b>	<b>weight</b>		<b>type of package</b>
	<b>No. of items</b>		<b>volume</b>
	<b>Customs value</b>		
	<b>Cargo name</b>		
<b>Additional terms</b>			
<b>Standard downtime and excess downtime payment</b>			
<b>Rate for transportation</b>			

<b>Refusal of a confirmed application</b>	
<b>Payer for the transportation</b>	

**Forwarder:**

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_

L.S.

**Customer:**

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_

L.S.

**APPENDIX NO. 2**  
**To the Agreement**  
**on forwarding services**  
**to/from Germany**  
**No. \_\_\_\_\_ dated \_\_\_\_\_**

Table 1: Tariff for cargo handling in the country of departure  
(application of tariffs to physical weight (in rubles))

Airport of departure	Tariff of the Export customs processing (for AWB) 1	Execution of the document for dangerous cargo (for AWB) 2	Tariff for cargo handling in the airport 3 (MIN)	Tariff for cargo handling in the airport (for kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)
Airports in Germany						
Moscow	N/A		N/A	N/A		
Saint Petersburg	N/A		N/A	N/A		

1 - including services for closing of the export declaration at the customs station of departure, regardless of the cargo status

2 - including services for dangerous cargo handling, DGR tax, extract of the DG customs declaration (for 1 AWB);

3 - including services for cargo borescope inspection (transmission, X-ray).

Table 2: Air transportation tariff (in rubles)

Direction	MIN (less than 15 kg)	15-45 kg (for kg)	45-100 kg (for kg)	100-300 kg (for kg)	300-500 kg (for kg)
Moscow - airports in Germany					
Saint Petersburg - airports in Germany					
Airports in Germany - Moscow					
Airports in Germany - Saint Petersburg					

- Application of tariffs to paid weight

*Note: The formula for calculating the cost of cargo transportation:*

- consider the data indicated in the air waybill as the basis for calculating the amount of payment for air transportation - physical/paid weight of the cargo, the paid weight shall be calculated from the IATA ratio of 1:6 (1cbm - 166.66 kg);

- Settlements according to the agreed tariffs in compliance with generally accepted (recommended by IATA) practice depending on the weight category of cargo (weight brakes): min. -45/+45/+100/+300/+500/+1000..... – tariff reduction with increasing tonnage.

Table 3: Tariff for cargo selection from the supplier (in rubles)

Name of service	0-45 kg, up to 150km	45-100 kg, up to 150 km	100-500 kg, up to 150 km	0-45, from 150km	50-100 kg, from 150 km	100-500 kg, from 150 km
Delivery of cargo to the airport of departure within Germany						
Delivery of cargo to the airport of departure within Moscow					N/A	N/A

**Forwarder:**

\_\_\_\_\_  
 \_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_  
 L.S.

**Customer:**

\_\_\_\_\_  
 \_\_\_\_\_/\_\_\_\_\_/

Date: \_\_\_\_\_ 201\_  
 L.S



**Appendix No. 3**  
**To the Agreement**  
**on forwarding services**  
**to/from Germany**

No. \_\_\_\_\_ dated \_\_\_\_\_

**Form. Information about owners and beneficiaries**

№	Counterparty name (INN, activity type)						Contract (details, subject matter, price, validity period and other material terms and conditions)					№	Information about the counterparty's chain of owners, including beneficiaries (including ultimate beneficiaries)						
	INN	OGRN	Counterparty name	OKVED Code	Surname, name, and patronymic of the CEO	Authority and number of the identification document of the CEO	Number and date	Subject matter of the contract	Price (RUB, mln)	Validity period	Other substantive provisions		INN	OG RN	Name/Surname, name, and patronymic	Location/Registratio n Address	Series and number of the identity document (for a natural person)	CEO/member/shareh older/beneficiary/infor mation about the executive body	Information on supporting documents (title, particulars, etc.)
												1.1							
												1.1.1							
												1.1.2							
												1.1.2. 1							
												1.1.2.1.1							

Note. The table shows detailed information about the chain of owners of the counterparty (founders/shareholders; in relation to founders/shareholders who are legal entities, information about their founders, etc.), including ultimate beneficiaries: 1.1, 1.2 - owners of the counterparty under the agreement (first-level owners); 1.1.2, 1.2.1, 1.2.2, etc. - owners of organization 1.1 (owners of the second level) and further - in a similar way to the ultimate beneficiary (1.1.3.1)

**Forwarder:**

**Customer:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_ 201\_  
L.S.

Date: \_\_\_\_\_ 201\_  
L.S.



**Appendix 5**  
**to Procurement Documentation**

**Basis of the initial (maximum) price of the agreement (lot)**  
**or the price of a unit of goods, work, or services**

Forwarding services complex to/from Germany

(the subject of the contract is indicated)

Complex of services for freight forwarding services (feasibility study), organization of international cargo transportation (including sea transportation, air transportation, road transportation, rail and/or multimodal transportation)

(the subject of the purchase is indicated)

No	Main factors	Information to filling
1.	The method(methods) used to determine the verification of the initial (maximum) price, or unit price	Market analysis method
9.	IMP calculated value (RUB)	49 000 000
10.	Specify the details of commercial offers <sup>1</sup>	1) 21.07.2021 18:35, 2) 28.07.2021 09:51.
11.	Appendix list	Appendix 1

Calculation procedure: Provided in Appendix 1 to the NMC justification. The NMC is calculated according to the lowest value and is set based on the customer's budget.

**Appendix 1**  
**Table 1.1**

**CALCULATION OF IMP BY THE METHOD OF MARKET ANALYSIS**

№ п/п	Name of each unit product, work, service	Unit	Quanta ty.	VAT rate, %	Information on market prices per unit, rub. VAT included				Averag e arithme tic price for each unit.	Minimal the absolute value, or the customer's budget, rub. without VAT	Total price, roubles, VAT
					Offer, VAT №1 / source/	Offer, VAT №2 / source/	Offer, VAT №3 / source/	Informatio n sources			
1.	Forwarding services complex to/from Germany	unit	1944 (numbe r of transpo rts)	-	26 744	25 210	Not provided	-proposals of the participant s of the last tender	25 977	25 210	49 008 240
	<b>ИТОГО</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>		<b>x</b>		

The calculation of the final value of the NMC provided in Appendix 1.

