

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

Approval date

25	02	2021
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Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/		
Date for the requests receiving commencement	25	02	2021
Date and time for the request receiving completion	05	03	2021 10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «10» March 2021		
	Date for summarizing of results «10» March 2021		
Commencement date for providing clarifications on procurement documentation	25	02	2021
Completion date for providing clarifications on procurement documents	01	03	2021
Specifying the features of participation	Not applicable		
Option to submit an alternative offer	Not applicable		
Option to engage co-contractors/subcontractors	Applicable		
Distribution of the total scope of procurement between the procurement parties	Not applicable		
Subject-matter of the procurement	Complex of forwarding services for delivery of goods purchased from Boeing		
Number of lots	1		

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Complex of forwarding services for delivery of goods purchased from Boeing			
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 works, provision of services			Moscow, St. Petersburg, Orenburg		

Term and Payment Procedure for Goods (Work. Service)	Payment is made, when invoicing is made based on a Service Provision Certificate signed by both parties. The day of payment is the day the DS, is debited from the Client's current account.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable. The bidder is obliged to accept all terms and conditions of the draft contract

Assessment and Comparing Criteria of Quotes

Lot №1																																																																														
Name of Criterion 1	The price of the proposal																																																																													
Points Calculation Procedure for Criterion 1	<p>Number of scores for the criterion = The minimum price of all proposals received is divided by the Price of the proposal, for which scores are calculated, multiplied by the maximum number of scores for the criterion.</p> <p>The price of the proposal of the participant (PPP) is calculated as follows:</p> <p>PPP = Tariff for picking up of cargo and tariff for cargo handling in the country of departure (T1) + Air transportation tariff (T2), where</p> $T1 = (a1+a2+a3+a4+a5+a6+a7+a8)*0,08 + (b1+b2+b3+b4+b5+b6+b7+b8+b9)*0,135 + (c1+c2+c3+c4+c5+c6+c7+c8+c9)*0,055 + (d1+d2+d3+d4+d5+d6+d7+d8)*0,215 + (e1+e2+e3+e4+e5+e6+e7+e8+e9)*0,355 + (f1+f2+f3+f4+f5+f6+f7+f8)*0,045 + (g1+g2+g3+g4+g5+g6+g7+g8+g9)*0,115$ <p>Tariff for picking up the cargo from supplier and tariff for cargo handling in the country of departure</p> <table border="1"> <thead> <tr> <th>Airport of departure</th> <th>Tariff for delivery of cargo to airport (MIN)</th> <th>Tariff for delivery of cargo to airport (per kg)</th> <th>Tariff of the Export customs processing (for AWB)</th> <th>Execution of the documents for dangerous cargo (for AWB) ¹</th> <th>Tariff for cargo handling in the airport ² (MIN)</th> <th>Tariff for cargo handling in the airport (per kg)</th> <th>Tariff for 1 AWB in rubles (for AWB)</th> <th>Tariff for delivery of the AOG orders (for AWB)</th> <th>Tariff for booking serviceable AWB on Aeroflot flights³</th> <th>weight %</th> </tr> </thead> <tbody> <tr> <td>UAE airports (a)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>N/A</td> <td>8</td> </tr> <tr> <td>Atlanta (USA) (b)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>13.5</td> </tr> <tr> <td>Los Angeles (USA) (c)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>5.5</td> </tr> <tr> <td>London (Great Britain) (d)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>N/A</td> <td>21.5</td> </tr> <tr> <td>Seattle (USA) (e)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>35.5</td> </tr> <tr> <td>Singapore (f)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>N/A</td> <td>4.5</td> </tr> </tbody> </table>	Airport of departure	Tariff for delivery of cargo to airport (MIN)	Tariff for delivery of cargo to airport (per kg)	Tariff of the Export customs processing (for AWB)	Execution of the documents for dangerous cargo (for AWB) ¹	Tariff for cargo handling in the airport ² (MIN)	Tariff for cargo handling in the airport (per kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)	Tariff for booking serviceable AWB on Aeroflot flights ³	weight %	UAE airports (a)									N/A	8	Atlanta (USA) (b)										13.5	Los Angeles (USA) (c)										5.5	London (Great Britain) (d)									N/A	21.5	Seattle (USA) (e)										35.5	Singapore (f)									N/A	4.5
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<i>(criterion weight for tonnage -%)</i>	60	16	10	7	7	
UAE airports – Moscow (Sheremetyevo) (A)						4
UAE airports – Moscow (Domodedovo) (B)						4
Atlanta (USA) – Moscow (Sheremetyevo) (C)						1
Atlanta (USA) – Moscow (Domodedovo) (D)						12
Atlanta (USA) – Sharjah (UAE) (E)						0.5
Los Angeles (USA) – Moscow (Sheremetyevo) (F)						2
Los Angeles (USA) – Moscow (Domodedovo) (G)						3
Los Angeles (USA) – Sharjah (UAE) (H)						0.5
London (Great Britain) – Moscow (Sheremetyevo) (I)						18
London (Great Britain) – Moscow (Domodedovo) (J)						1
London (Great Britain) – Sharjah (UAE) (K)						0.5
Seattle (USA) – Moscow (Sheremetyevo) (L)						2
Seattle (USA) – Moscow (Domodedovo) (M)						30
Seattle (USA) – Sharjah (UAE) (N)						1.5
Singapore – Moscow (Sheremetyevo) (O)						2
Singapore – Moscow (Domodedovo) (P)						2
Singapore – Sharjah (UAE) (Q)						0.5
Dallas (USA) – Moscow (Sheremetyevo) (R)						1

	Dallas (USA) – Moscow (Domodedovo) (S)						10
	Dallas (USA) – Sharjah (UAE) (U)						0.5
	UAE airports – TLV, Tel Aviv (Israel) (T)						0,5
	Alanta (USA) - TLV, Tel Aviv (Israel) (V)						0,5
	Los-Angeles (USA) - TLV, Tel Aviv (Israel) (W)						0,5
	London (Great Britain) - TLV, Tel Aviv (Israel) (X)						0,5
	Seattle (USA) - TLV, Tel Aviv (Israel) (Y)						1
	Singapore - TLV, Tel Aviv (Israel) (Z)						0,5
	Dallas (USA) - TLV, Tel Aviv (Israel) (AA)						0,5
Maximum number of points for criterion 1							100
TOTAL							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 (I-GD-241-18 Edition 4).

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

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

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

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The request of the procurement bidder may also be 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 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:									
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>									
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)									
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>									
Registered at the following address:									
<i>(state place of location address of legal entity/place of residence of individual)</i>									
proposes to conclude the agreement for									
<i>(state the subject-matter of the agreement)</i>									
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection									
Commercial offer:									
1. Tariff for cargo pick up from the supplier and tariff for cargo handling in the departure country:									
Airport of departure	Tariff for delivery of cargo to airport (MIN)	Tariff for delivery of cargo to airport (per kg)	Tariff of the Export customs processing (for AWB)	Execution of the documents for dangerous cargo (for AWB) ¹	Tariff for cargo handling in the airport ² (MIN)	Tariff for cargo handling in the airport (per kg)	Tariff for 1 AWB in rubles (for AWB)	Tariff for delivery of the AOG orders (for AWB)	Tariff for booking serviceable AWB on Aeroflot flights ³
UAE airports (a)									N/A
Atlanta (USA) (b)									
Los Angeles (USA) (c)									
London (Great Britain) (d)									N/A
Seattle (USA) (e)									
Singapore (f)									N/A
Dallas (USA) (g)									
1 - including services for handling of the dangerous cargo handling, DGR tax, extract of the DG customs declaration (for 1 AWB); 2 - including services for cargo handling borescope inspection (transmission, X-ray);									

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

3 – applied only in case of shipment from USA on Aeroflot flights with «serviceable» status.					
2. Tariff for carriage by air:					
Direction	MIN (less than 15 kg)	15-45 kg	45-100 kg	100-300 kg	300-500 kg
UAE airports – Moscow (Sheremetyevo) (A)					
UAE airports – Moscow (Domodedovo) (B)					
Atlanta (USA) – Moscow (Sheremetyevo) (C)					
Atlanta (USA) – Moscow (Domodedovo) (D)					
Atlanta (USA) – Sharjah (UAE) (E)					
Los Angeles (USA) –Moscow (Sheremetyevo) (F)					
Los Angeles (USA) –Moscow (Domodedovo) (G)					
Los Angeles (USA) – Sharjah (UAE) (H)					
London (Great Britain) – Moscow (Sheremetyevo) (I)					
London (Great Britain) – Moscow (Domodedovo) (J)					
London (Great Britain) – Sharjah (UAE) (K)					
Seattle (USA) – Moscow (Sheremetyevo) (L)					
Seattle (USA) – Moscow (Domodedovo) (M)					
Seattle (USA) – Sharjah (UAE) (N)					
Singapore – Moscow (Sheremetyevo) (O)					
Singapore – Moscow (Domodedovo) (P)					
Singapore – Sharjah (UAE) (Q)					
Dallas (USA) – Moscow (Sheremetyevo) (R)					
Dallas (USA) – Moscow (Domodedovo) (S)					
Dallas (USA) – Sharjah (UAE) (U)					
UAE airports – TLV, Tel Aviv (Israel) (T)					
Alanta (USA) - TLV, Tel Aviv (Israel) (V)					
Los-Angeles (USA) - TLV, Tel Aviv (Israel) (W)					
London (Great Britain) - TLV, Tel Aviv (Israel) (X)					
Seattle (USA) - TLV, Tel Aviv (Israel) (Y)					
Singapore - TLV, Tel Aviv (Israel) (Z)					
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.	
8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	

(DD)	(MM)	(YYYY)
------	------	--------

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

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details	
Country _____ of _____	registration _____
Registered address _____	Street address _____
Phone _____	Fax _____
E-mail _____	
2. Banking details	
INN / KPP of entity _____	
OGRN (Primary State Registration Number) _____	
Transaction Account _____	No. _____
Bank Name _____	
Correspondent account _____	
BIC _____	
3. Registration data	
Date, place and registration authority _____	_____
Founders _____	
Primary Business _____	
Included in the small and medium businesses ³ _____	_____
OKPO _____	
OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	

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

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

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.	
<p data-bbox="272 1977 512 2011">Contact person</p> <p data-bbox="742 2011 1342 2040" style="text-align: right;"><i>(state last name, first name, patronymic, telephone, fax, e-mail)</i></p>	

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

Principal <i>(title of the Principal)</i>	_____		
	<i>(signature)</i>	<i>(state initials, last name)</i>	
SEAL			
Date of Issuance	_____	_____	_____
	<i>(DD)</i>	<i>(MM)</i>	<i>(YYYY)</i>

Appendix 3
To Procurement Documentation

Terms of Reference

Procurement subject matter	A package of services on transportation and forwarding of oversize and outsize cargoes		
Nomenclature, description of products (works, services)	Measurement unit	Quantity (Volume)	Substitution opportunity (equivalent)
A package of services on transportation and forwarding of oversize and outsize cargoes, to arrange international freight carriage, as well as transportation in the territory of the Russian Federation (including carriage by sea, carriage by air, transportation by road, railway and/or multimodal transportation) A full list of services is indicated in Appendix No. 1 to the terms of reference.	unit	Not defined	none
Place of delivery/work performance/service rendering (address)	Moscow, St. Petersburg, Orenburg		
Goods shipment/delivery deadlines or schedule, work performance or service rendering period	1 year after signature of contract		
Requirements to acceptance of goods, works, services	Provision of Forwarder with the original initial documents together with supporting documents (invoice and certificate of services rendered, tax invoice) once a week		
Requirements to the safety, quality, technical characteristics, functional characteristics (consumer properties) of the goods, works, services, to sizes, packing, shipment of the goods, to deliverables, established by the customer and provided for by the technical regulations pursuant to the law of the Russian Federation on technical regulation, the documents developed and applied in the national standardization system, approved pursuant to the law of the Russian Federation on standardization, other requirements related to determining the compliance of delivered goods,	<ul style="list-style-type: none"> - No state standard for the given type of services is available. - The capability of ensuring ground delivery to/from the departure/arrival airport, including a package of services on customs clearance abroad (provide a supporting document or information letter); - The capability of execution of air waybills for service cargoes sent by the flights of Aeroflot PJSC, (provide a supporting document or information letter); - Availability of AOG Desk (provide a supporting document or information letter); ; - Capability of shipping Hazmat cargoes (Information letter); - Capability of shipping AOG cargoes (capability of commencing the cargo carriage/pick up the latest within 3 hours of the request receipt) (Information letter); - Capability of issuing air waybills (Information letter); 		

performed work, rendered service with the customer needs.	- Availability of an office/representative office/ agents in the cities of Europe, USA and Asia – one office in each region (provide a supporting document or information letter);
Requirements to pricing of the goods, works, services: if the goods, works, services delivery, loading/unloading, insurance, assembly, personnel training, customs fees payable for release of the goods for the domestic consumption within the territory of the Customs Union, etc., are included into the price or not.	<p>The bidder's price quotation must include the following:</p> <ul style="list-style-type: none"> - Tariff for cargo handling in the departure country; - Tariff for carriage by air; - Tariff for ground delivery at a distance over 200 km. - Delivery service - Loading / unloading services <p>The participant's offer price does not include:</p> <ul style="list-style-type: none"> - Insurance - Mounting - Training - Customs payments
Requirements to the period and scope of quality warranties as regards the goods, works, services	Good quality services during the contract term.
Other required 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.

CONTRACT # _____

for a Package of Services on Transportation and Forwarding of Oversize and Outsize Cargoes

Moscow

«__» _____ 202__

Rossiya Airlines, Joint Stock Company, hereinafter referred to as the **Client**, represented by _____, acting on the basis of power of attorney _____ dated _____, on the one part, and _____, hereinafter referred to as the **Forwarder**, represented by _____, acting on the basis of _____, on the other part, have entered into this Contract as follows:

1. Subject Matter of the Contract

1.1. This Contract shall regulate the relations between the parties in the course of fulfilling the Client's assignments by the Forwarder. The Forwarder undertakes for account of the Client and for a fee to perform a package of services on transportation and forwarding of oversize and outsize cargoes (TFS), to arrange international freight carriage, as well as transportation in the territory of the Russian Federation (including carriage by sea, carriage by air, transportation by road, railway and/or multimodal transportation), specified in this Contract.

2. General Terms and Conditions

2.1. The specified services shall be rendered in compliance with the provisions of the applied international regulations on transportation and forwarding, of Federal Law # 87-FZ dated 30 June 2003 On Transportation and Forwarding Activities, other Russian statutory provisions.

2.2. The Forwarder's services on arrangement of TFS shall be paid for by the Client at the agreed transportation rate (Appendix # 2 to the Contract), which includes the Forwarder's fee and expenses for the benefit of the client, and is specified in the Request, which is made up for each transportation and signed by both parties.

2.3. To meet its obligations under the Contract, the Forwarder undertakes to carry the cargoes different means of transport in accordance with the Client's request.

2.4. For the operations (hereinafter referred to as transport operations), related to freight transportation, a separate Appendix to this Contract or a Request for cargo transportation (according to the form set forth in Appendix # 1 hereto) shall be made up, in which the TFS terms and the agreed transportation rates are specified. The described Appendix or Request shall be signed by the parties to the Contract prior to commencement of transport operations, and shall be an integral part hereof.

2.5. In accordance with the Client's instructions, in order to accomplish the tasks specified in section 1 Subject Matter of the Contract, the Forwarder may perform the following operations:

2.5.1. On behalf of and for account of the Client, to enter into contracts on carriage and storage of the Client's cargoes, including in the customs warehouses (if necessary).

2.5.2. To furnish the Client with the information on cargo movement in the form agreed upon with the Client, via e-mail (LD-VKO@rossiya-airlines.com), and within the period agreed with the Client.

2.5.3. To group the cargoes in compliance with the Client's instructions per directions and points of destination, and to readdress them.

2.5.4. To represent the Client's interests in relations with the governmental authorities, commercial and other organizations as regards all matters related to the Client's cargoes during rendering the services under this Contract.

2.5.5. This Contract is entered into as the master document regulating the relations between the parties during multiple rendering of TFS services by the Forwarder.

2.5.6. The Client's assignments shall be fulfilled only on the basis of an order executed in writing as a Request, being an integral part hereof.

2.5.7. Hereby the Parties determine that the information (except for supplementary agreements on amendment, addition to and termination of the Contract, notices of Contract termination, bills, invoices, claims, certificates of services rendered) provided via facsimile and/or e-mail by the employees of the Parties may be accepted as written evidence.

2.5.8 The Agreement shall include assurances about the circumstances, including, but not limited to, about the powers of the person who signed the agreement, about the absence of disqualification, about the availability of admissions, licenses and permits required for the execution of the agreement, about registration properly in the Unified State Register of Legal Entities, about the absence of encumbrances on property (goods), the absence of obstacles to the conclusion and execution of the transaction, and others. For each case of incorrect assurance of the circumstances, a penalty must be included in the contract.

3. The Client's Request

3.1. The Client's request (hereinafter referred to as the Request) shall be executed by the Client on the basis of the agreed and effective rate, and shall be sent to the Forwarder by one of the listed or some of the ways listed below:

a) service (delivery) of the Request in writing to the official representative of the Forwarder;

b) in electronic format: _____

3.2. The ground for unconditional provision of the means of transport for loading is the Client's Request delivered to the Forwarder in accordance with clause 3.1 hereof at least 5 (five) business days prior to the loading date. In the event of the Client's failure to comply with these requirements, the Forwarder reserves the right to accept or reject the Order, of which the Client shall be immediately notified via e-mail: LD-VKO@rossiya-airlines.com. In case of refusal to perform the Order, the Forwarder must specify its valid reason.

3.3. The Request must contain the following data:

3.3.1. consignor information – full name, registration details, complete address, details and telephone number of the contact (responsible) person (if the Client is not the consignor, it must provide the Forwarder with the documents confirming the right to deal with the given cargo);

3.3.2. information on the proposed (desired) route;

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

cargo information: nomenclature and range (full name and description),

quantity (net weight and gross weight, number of pieces and colli), country of origin, estimated value and other necessary information;

3.3.5. place of destination and desired delivery date;

3.3.6. consignee information - full name, registration details, complete address, details and telephone number of the contact (responsible) person;

3.3.7. the place and export or import customs clearance of the cargo;

3.3.8. way of conveyance – means of transport, special conditions (temperature requirements, etc.). Should the Client fail to specify the way of conveyance and/or special conditions, the Forwarder may settle that matter with the Client additionally, leaving it to its own discretion and within the specified by the parties amount to be paid to the Forwarder by the Client for the transportation in question.

3.3.9. The Request must contain all instructions of the Client related to execution of documentation, including the Request must contain the Client's assignment concerning the required additional services.

3.4 The Forwarder shall send a Request receipt notice by e-mail (LD-VKO@rossiya-airlines.com), attach the signed copy of the Request to the invoice for the rendered services and hand over it to the Client.

3.5. In case of providing any data or documents containing inaccurate or unreliable information, which results in additional expenses of the Forwarder, such expenses shall be paid by the Client. In case of furnishing any documents, which fail to contain all required details, such documents or data shall be subject to adjustment, of which the Forwarder shall notify the Client forthwith. Late furnishing by the Client of the documentation requested by the Forwarder shall entail the delay in Order performance.

4. Rights, Obligations and Liabilities of the Forwarder

4.1. The Forwarder may:

4.1.1. The involvement of subcontractors (third parties) under the contract is possible only with the consent of the Company.

4.1.2 If a subcontractor is engaged, the counterparty is liable to the Company for the actions of the engaged subcontractor as for its own. Assigning responsibility directly to the subcontractor (third parties) is unacceptable.

4.1.3. If the Client's instructions are inaccurate or incomplete or fail to comply with this Contract, and the Forwarder is unable to adjust the Client's instructions due to circumstances beyond its control, the Forwarder shall render the forwarding services based on the interests of the Client.

4.1.4. The Forwarder may choose or change the means of transport, the cargo transportation route, sequence of cargo transportation by different means of transport, based on the interests of the Client, unless otherwise specified by the Client in the Request for services. Therewith, the Forwarder must immediately notify the Client of the changes made in accordance with this clause.

4.1.5. The Forwarder may defer the performance of obligations under this Contract until the Client provides the necessary documents, and the information on the cargo properties, on the transportation conditions, and other information required for the Forwarder to discharge its obligations. In case of provision of incomplete information, the Forwarder shall request the necessary additional data from the Client in accordance with the procedure specified in the freight forwarding contract.

4.1.6 The Forwarder may verify the reliability of the required documents

provided by the Client, as well as the information on the cargo properties, on its transportation conditions and other information required for the Forwarder to meet its obligations under this Contract.

4.1.7. Suspend the performance of the Request in case of the Client's failure to provide the information required for meeting the terms of this Contract, or non-payment by the Client for the Forwarder's services by the deadlines specified herein, until provision of the required information or until payment for the services respectively. Such suspension shall not be regarded as the Forwarder's failure to meet its obligations.

4.2. The Forwarder shall:

4.2.1. Take all necessary measures to honor the interests of the Client and to ensure the safety of the cargoes.

4.2.2. Provide a means of transport for loading in technically sound state suitable in commercial and customs terms for international carriage of cargoes and meeting the sanitary requirements.

4.2.3. Promptly notify the Client of the order performance progress, and immediately notify the Client of all changes, which may affect the performance under this Contract.

4.2.4. By agreement with the Client, provide the evidence, which confirms the necessity and justifiability of additional expenses, if any.

4.2.5. Not disclose the information classified by the Client as confidential.

4.3. Liability of the Forwarder

4.3.1. The Forwarder's liability not covered by this Contract, shall be determined by the regulations specified herein, and by the applicable law of the Russian Federation.

4.3.2. The Forwarder shall not be liable for the content of packages of the carried cargo, if by outward signs there are no traces of breaking or damage of the outer package.

4.3.3. The circumstances, which serve as the ground for incurrence of the Forwarder's liability shall be certified by a report made up between the Parties.

4.3.4. In case of lodging a claim, the Client shall mandatorily attach the original documents or duly certified copies thereof confirming the quantity and value of the cargo accepted for transportation.

5. Rights, Obligations and Liability of the Client

5.1. The Client may:

5.1.1. Receive information and documents on the state of affairs under this Contract.

5.1.2. Determine the assignment for the Forwarder, specifying the route, border crossing points, instruction on execution of documents at the transshipment points or document execution points, selection of the cargo route and the type of transport.

5.1.3. Demand from the Forwarder any information on the cargo carriage process.

5.1.4. Give instructions to the Forwarder in accordance with this Contract.

5.1.5. Prior to income payment to the Forwarder (in the form of penal sanctions specified in clause 5.3.1 paragraph 3), the latter is required to provide the Client with

the written confirmation of the company status – certificate of residency, as well as written confirmation of the right of beneficial owner of income (BOI). In case of any changes in the status of the beneficial owner of income (BOI), the Forwarder shall notify the Client of the same in writing.

5.2. The Client shall:

5.2.1. The Client shall promptly furnish the Forwarder with complete, accurate and reliable information on the cargo properties, its transportation conditions, and with other information required for the Forwarder to meet its obligations under the freight forwarding contract, and the documents required for customs and sanitary control, and other types of public control according to Appendix # 1 hereto.

5.2.2. The Client shall forthwith notify the Forwarder of any changes, facts and circumstances, which may affect the performance of this Contract.

5.2.3. Ensure transfer of the cargo to the Forwarder's representative in the agreed volume and within the agreed period.

5.2.4. Ensure the performance of loading operations in compliance with the regulations in force, and ensure the compliance of the packing /container with the nature of the cargo.

5.2.5. The cargo to be provided for carriage must be properly packed and marked to ensure the cargo safety during transportation. The cargoes, which need a container to prevent their loss, shortage or damage during transportation, must be provided for carriage in sound containers, which comply with the state standards or technical conditions, or in the specified cases – any other containers ensuring their complete safety.

5.2.6. Load and unload the Forwarder's motor vehicles using its own manpower and resources in compliance with the traffic safety requirements within 24 (twenty four) hours in the territory of Europe, and perform customs clearance and unloading in the territory of Russia within 48 (forty eight) hours, avoiding any overweight. Follow the recommendations of the Forwarder or its representative when placing the cargo into the means of transport.

5.2.7. Provide the Forwarder with the required supporting documents (certificates, transit veterinary permits, etc.), directly related to the cargo to be carried.

5.2.8. Within the period ensuring compliance with the requirements of the customs laws to furnish promptly the written information and the documents required to comply with the Request, including confidential information. If necessary, to provide well in advance the duly certified documentation with its translation into Russian.

5.2.9. Reimburse all incurred and documented additional expenses of the Forwarder related to fulfillment of the Request.

5.2.10. Communicate any other information required to fulfill the Request.

5.2.11. Within 30 calendar days after receipt of the Forwarder's written claim to reimburse to the Forwarder the penalties and other charges, losses paid or incurred by the Forwarder in connection with the actions/omission of the Client or its representative, including those incurred as a result of late transfer of funds under the terms of this Contract, and/or failure to provide/late provision of documents for the currency control purposes pursuant to the requirements of the law of the Russian Federation.

5.2.12. Furnish the Forwarder with easily readable copies of documents specified in item 3 of clause 3.1 of article 165 of the Tax Code of Russia, executed in pursuance of this Contract, within 30 calendar days from the date of the note made by the customs bodies on the documents specified in item 3 of clause 3.1 of article 165 of the Tax Code of Russia, and in case of export of goods from the territory of

the Russian Federation to the territory of a member-state of the Customs Union or import of goods to the territory of the Russian Federation from the territory of a member-state of the Customs Union - from the date of execution of transportation, shipping and(or) other documents specifying the unloading points or loading points (destination station or departure station), located in the territory of a member-state of the Customs Union within the scope of the respective Request of the Client.

5.3. Liability of the Client

5.3.1. The Client shall be liable for:

- compliance of the actual data with the data specified in the Client's Request as regards the quantity, range, qualitative and quantitative characteristics of the cargo;
- idle time of the transport, if the reasons thereof are the actions/omission of the Client or its representative;
- payment of penalties and other losses of the Forwarder/third parties engaged by the Forwarder for fulfillment of the Request and the Client's assignment, in case of documented confirmation of the Client's fault.

5.3.2. In case of denial of the already agreed Request accepted for fulfillment, the Client shall pay the actually incurred costs to the Forwarder, if the Forwarder has commenced the Request fulfillment and has incurred any costs connected with its fulfillment, with attaching any supporting documents.

5.3.3. The Client shall be liable for late payment for the Forwarder's services and for reimbursement of expenses incurred by the Forwarder for the benefit of the Client in the amount specified in clause 7.6 hereof.

6. Compliance with the Laws and Regulations

6.1. In the course of performance of the obligations under this Contract, the Client and the Forwarder are obliged to meet the requirements of all applicable laws and statutory provisions related to the Client and to the Forwarder, and, in particular, to comply with the requirements of anticorruption laws.

6.2. The parties undertake to promptly notify the Client of any cases of direct or indirect influence on it with the purpose of inducing it to violate any laws and statutory provisions.

7. Cost of Transportation and Settlement Procedure

7.1 The contract value may not exceed _____ () rubles.

7.2. Within 30 (thirty) calendar days of the invoice issue by the Forwarder for the rendered services (the invoice may be sent by fax or e-mail with subsequent provision of the original accompanied with supporting documents (transportation/shipping and/or other documents), certificates of services rendered and tax invoices) the Client shall pay to the Forwarder for its services on arrangement of TFS at the agreed transportation rate. Payment is made, when invoicing is made based on a Service Provision Certificate signed by both parties. The day of payment is the day the DS, is debited from the Client's current account.

7.3. The Forwarder shall send to the Client the original source documents accompanied with supporting documents (invoice and certificate of services rendered, and, if required pursuant to the law of the Russian Federation - the tax invoice) once a week. The Forwarder must send the invoice copies to the Client on day-to-day basis to the e-mail address: Amd9@rossiya-airlines.com.

7.4. By mutual agreement, the parties may establish a different mode of payment in each specific case. In case of agreeing on another mode of payment, the Forwarder and the Client shall sign an Appendix to the Contract, to be an integral part hereof.

The documents confirming the fact of rendered services are the transportation documents accepted in the international practice: bill of lading (ocean one covering the carriage by sea; combined transport one covering the carriage from port to port, etc.), air waybill, CMR (international waybill), and others, as well as the invoices for the rendered services issued by the Forwarder to the Client.

7.5. The Client shall pay to the Forwarder its extra costs incurred in connection with order performance, including the expenses for payment of charges during international transportation of goods, for execution of transit customs declarations and documents required to pass the cross border points and within the Russian Federation; cost of goods storage and other costs incurred by the Forwarder in the course of order performance, within 30 (thirty) calendar days of the date of the Forwarder's tax invoice. Therewith, all extra costs must be confirmed by documents and pre-approved. Invoices for the services rendered under this Contract shall be issued paid in _____.

7.6. The Client shall be liable for delay in payment for the Forwarder's services on arrangement of TFS, and for reimbursement of expenses incurred by the Forwarder for the benefit of the Client in the form of penalties at the rate of 1/400 of the key rate of the RF Central Bank of the cost of Forwarder's services, and the expenses incurred for the benefit of the Client for each day of delay but not exceeding the fee payable to the Forwarder and the expenses incurred by the latter for the benefit of the Client. Charging of penalty is the right but not the obligation of the Forwarder. In case of a request for payment, the Forwarder shall issue a separate invoice for the penalty amount.

8. Liabilities of the Parties

8.1. The parties shall be held liable for default or improper performance of the obligations under this Contract within the limits and according to the procedure set forth in this Contract and the applicable Russian law.

8.2. The Client shall be liable to the Forwarder for any overload, for incorrect description, weight, properties and other details of the cargo, and for the consequences resulting from data tampering, unreliable, inaccurate or incomplete data.

8.3. The Forwarder shall be financially liable for causing damage to the cargo during transportation, or for its partial or total loss for cost of the cargo pursuant to the law. The damage cost shall be determined based on cargo shipping documents. The liability limit shall be applied in strict compliance with the law and international carriage regulations.

8.4. The cargo shall be deemed to be lost in case of its non-delivery in accordance of the Request terms within 10 calendar days after expiry of the delivery period agreed upon between the parties

9. Force Majeure Events

9.1. Neither party shall be held liable for failure to perform timely its obligations

under the Contract, if such failure is a consequence of force majeure events (hereinafter referred to as FME), that is emergency and unforeseen circumstances occurred within the Contract period, over which the Party affected by such events (hereinafter referred to as the Affected Party) is unable to exercise actual control, and which cannot have been actually foreseen (including floods, earthquakes, volcanic eruptions, and other natural disasters, wars and military operations, blockades, ban on import or export, changes in legislation). Any fires strikes shall be recognized as FME, if they are not the result of any guilty and/or reckless act/omission of the Affected Party and/or the persons controlled by that Party (employees, contractors, consultants, etc.). Any failures/interruption in the operation of the equipment and/or software used by the Affected Party, damage to the communication lines and/or facilities shall be FME, only if it is caused by impact of natural or man-made factors, and is not the result of any guilty and/or reckless act/omission of the Affected Party and/or third parties.

9.2. The Affected Party shall forthwith the latest within 3 (three) calendar days of the FME occurrence notify the other Party in writing of their occurrence, expected duration, and whenever possible, assessment of their affect on performance (including performance period) of the obligations under this Contract, except for the cases, when such notice is impossible due to the effect of the existing circumstances. Upon FME cessation, the Affected Party is obliged to notify the other Party of the same within the same period specifying the expected period for discharge of obligations under the Contract.

9.3. Non-availability or late notice of FME occurrence shall deprive the Affected Party of the right to release from liability for failure to meet the obligations under this Contract.

9.4. On demand of the other Party, the Affected Party is obliged to provide an official document issued by a competent state authority or organization, which confirms the occurrence of events being FME.

9.5. The FME occurrence will extend the timeframe for discharge of obligations under the Contract for a period corresponding to the duration of the specified circumstances taking into account a reasonable period for remedy of their consequences, unless the Parties agree otherwise.

9.6. Should the FME and their consequences last more than one month, either Party may unilaterally and without recourse to the court demand termination of the Contract. Therewith, each Party may demand from the other Party everything received under the Contract, if the substance of the Contract or a term hereof contains a provision according to which that Party is interested in the complete fulfillment of the Contract only, and may repudiate the Contract, if only partial performance of the Contract is possible.

10. Deadline for Discharge of Obligations

10.1. This Contract shall become effective upon signature hereof by both parties.

10.2. The Contract shall be valid during one year of its signature date. The mutual settlements between the Parties shall be completed upon expiry of 13 months from the contract signature date, unless otherwise agreed by the Parties.

10.3. Upon expiry of the Contract period, its terms shall survive in respect of all operations made prior to the Contract expiry date, which have not been accomplished by the Contract termination date.

11. Contract Amendment and Termination Procedure

11.1. This Contract may be amended or terminated by mutual agreement between the Parties by way of signing a bilateral agreement, except for the cases when the Contract expressly provides for the possibility of unilateral amendment of the terms. Failure to comply with the written form, as well as non-availability of signature of the authorized representative or the seal of either Party shall result in invalidation of the agreement on amendment or termination of the Contract.

11.2. This Contract may be terminated unilaterally without recourse to the court at the initiative of the Client, provided that a termination notice in writing is sent to the other Party at least 30 (thirty) calendar days prior to the expected Contract termination date.

11.3. All mutual settlements between the Parties must be accomplished within 30 (thirty) calendar days of the Contract termination date.

11.4. Termination of the Contract shall not release the Parties from discharge of the obligations, which have accrued prior to the termination date.

12. Dispute Resolution

12.1. The Parties shall strive to settle through negotiation all disputes related to performance (amendment or termination) of this Contract.

12.2. In case of failure to reach an agreement through negotiation, the Parties shall settle the disputes specified in clause 12.1 hereof through the extrajudicial dispute resolution procedure.

12.3. The claim shall be lodged in writing. The claim sets out the reasoned demand of the claimant.

12.4. The claim shall be sent to the location of the addressee by registered mail, with return receipt requested or by a courier to be delivered to the addressee against signed acknowledgment. In case the claimant receives from the other party refusal of voluntary satisfaction of the demands or does not receive any response to the claim within 30 calendar days of the claim sending date, the claimant may refer the dispute to Arbitration Court of Moscow city in accordance with the procedure established by the law of the Russian Federation.

13. Confidentiality

13.1. The Parties undertake not to disclose the confidential information, not to use it in any way other than for the purposes of performance of the obligations under the Contract. The Party receiving any confidential information undertakes to take protective measures in respect thereof, which are at least as strict as the measures to protect its own confidential information.

13.2. The confidential information is the information received within the scope of this Contract performance, which contains including but not limited to the following: commercial secret, personal data or other information protected by the law or information, which upon its disclosure is classified by the disclosing party as Confidential or Strictly Confidential, with specifying the full name and address of its owner.

13.3. The Party, which commits disclosure of confidential information or fails to meet other requirements for ensuring confidential treatment, shall be held liable pursuant to the law of the Russian Federation.

13.4. The Confidential information may be disclosed to any competent state authorities or to securities market regulators in the cases and according to the procedure stipulated by the applicable law, which does not entail incurrance of liability

for its disclosure.

13.5. Obligations of the Parties set forth in this section shall be effective during the Contract period and during 3 (three) years after termination hereof.

14. Anticorruption Clause

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

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

14.2 If a Party has any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in clause 14.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of clause 14.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking a bribe, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 5 (give) calendar days from the date of receipt of the written notification.

14.3. In case of violation by any Party of its obligations to refrain from any actions referred to in clause 14.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 5 (five) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract in accordance with the provisions of this clause shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 15 (fifteen) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

15. Conclusive Provisions

15.1. After signature of this Contract, all previous agreements, negotiations and correspondence as regards the matters related to this Contract shall become void and invalid.

15.2. The Parties do not have any accompanying oral arrangements. The content of this Contract complies in full with the actual declaration of will of the parties.

15.3. If any provision of the Contract will be or become invalid by agreement between the parties, it shall not affect the validity of remaining provisions hereof.

15.4. Any notice, communication or information related to performance, amendment or termination of this Contract, unless otherwise expressly specified

herein, shall be sent by the Parties in writing to the location address of the other Party by a registered letter with return receipt requested or by a courier to be delivered to the addressee against signed acknowledgement, as well as may be sent by e-mail (Client - LD-VKO@rossiya-airlines.com, Forwarder - _____).

The notices, communications or information sent by e-mail shall be deemed to be delivered since the moment of their sending, and those sent by a courier or by mail – since the moment of their receipt by the addressee. Such notices may be repeated by fax.

15.5. All Appendices and additions to this Contract shall be an integral part hereof, including:

- Appendix #1: Sample. Request for transportation and forwarding services;
- Appendix #2: Tariffs.
- Appendix # 3: Form. Information on owners and beneficiaries

15.6. In case of changes in the addresses (location, postal address), bank details, shipping details, each Party is obliged to notify the other Party of the same within 5 (five) calendar days, and shall bear the risk of consequences caused by non-availability of such information at the other Party. Such changes shall become effective for the other Party on the date of their receipt.

15.7. To the extent not being covered by this Contract, the relations between the Parties shall be governed by the applicable law of the Russian Federation.

15.8. The Contract is made in two counterparts, one for each party. Both counterparts have the same legal effect.

15.9. The latest on the Contract signature date, the Forwarder shall provide the Client with information on the entire chain of owners (beneficiaries), including ultimate beneficiaries, as well as on the structure of executive bodies according to the form of Appendix # 3 hereto, attaching confirming documents.

In case of any changes in the above mentioned chain of owners, including ultimate beneficiaries, or in the structure of executive bodies of the Forwarder, the latter shall inform the Client about them with the confirming documents attached.

In case of violation of the obligations set forth in this clause or refusal to comply with them, the Client may repudiate the Contract (terminate the Contract) unilaterally without recourse to the court, having notified the Forwarder of the same 3 (three) calendar days prior to the termination date.

16. Registration Addresses and Bank Details of the Parties

Forwarder:

Client:

«Rossiya Airlines» joint stock company
 АДРЕС: 196210, St. Petersburg, Russia,
 Pilotov st. 18/4
 Валюта: евро EUR
 Bank Name: SBERBANK (SEVERO-
 ZAPADNY HEAD OFFICE)
 ST.PETERSBURG, RUSSIA
 SWIFT: SABRRUMM
 Асс. транзитный №
 40702978455001000080
 Текущий № 40702978155000000080
 Correspondent Bank: Deutsche Bank AG,
 Frankfurt am Main
 SWIFT: DEUTDEFF

17. Signatures of the Parties

The Forwarder:

_____/_____/

Date: «__» _____ 202_
L.S.

The Client:

_____/_____/

Date: «__» _____ 202_
L.S.

APPENDIX # 1
To Contract for a Package of Services on Transportation
and Forwarding of Oversize and Outsize Cargoes
_____ dated _____

Request for Transportation and Forwarding Services

To: Attn: tel fax		From : Tel: Fax:	
Type of number of transport vehicles (TV)	образец sample		
Date of TV provision for loading			
Consignor			
Address of loading			
Contact persons, tel.		tel/ fax	
Address for filling out the shipping documents			
Address for customs clearance of export			
Contact persons, tel.		tel/ fax	
Consignee			
Address for customs clearance of import			
Address of unloading			
Contact persons, tel.		tel/ fax	
Cargo information	weight		type of packing
	number of colli		volume
	Customs value		
	Description of cargo		
Additional Conditions			
Standard laytime			

and charge for excessive downtime	
Transportation rate	
Rejection of confirmed Request	
Payer for the transportation	

The Forwarder:

The Client:

_____/_____/

_____/_____/

Date: «__» _____ 202_

Date: «__» _____ 202_

L.S.

L.S.

APPENDIX #2
To Contract for a Package of Services on Transportation
and Forwarding of Oversize and Outsize Cargoes
_____ dated _____

Table 1: Tariff for cargo handling in the departure country
(tariffs applied to physical weight (in RUR))

Departure airport	Tariff for cargo delivery to the airport as consolidated cargo ³	Tariff for cargo delivery to the airport by specially designated transport ³	Tariff for export customs clearance (per AWB)	Execution of documents for dangerous goods (per AWB) ¹	Tariff for cargo handling in the airport per 1 kg ²	Tariff for dangerous goods handling in the airport per 1 kg	Tariff for 1 AWB (per AWB)
Airports of Asia							
USA airports							
Airports of Europe							
Moscow	N/A	N/A	N/A		N/A	N/A	

1 – including dangerous goods handling services, DGR tax, issue of DG customs declaration [per 1 AWB];

2 – including the cargo borescope examination services (X-ray).

3 – delivery within the range of 200 km.

Table 2: Tariff for carriage by air (in RUR.)

Direction	0 -500 kg (per 1 kg)	500 -1000 kg (per 1 kg)	1000 - 3000 kg (per 1 kg)	3000 - 6500 kg ((per 1 kg)	6500 - 13000 kg (per 1 kg)
Airports of Asia – Moscow					
Moscow - Airports of Asia					
Airports of Europe – Moscow					
Moscow - Airports of Europe					
USA airports - Moscow					
Moscow - USA airports					

- Application of tariff to the paid weight

Note: Formula for calculation of the freight charge:

- the basis for calculation of the amount to be paid for carriage by air shall be the data specified in the air waybill – physical/paid weight of cargo, the paid weight is calculated on the basis of 1:6 (1cbm – 166.66 kg) ratio established by IATA

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

Table 3: Tariff for ground delivery at a distance over 200 km (in RUR):

Region of application	Dimensions up to - 450*255*260 (l*w*h, cm)/ per 1 km	Dimensions over - 450*255*260 (l*w*h, cm) / per 1 km
USA (A)		
EUROPE ¹ (B)		
Russian Federation ² (C)		

1. Europe is understood as European continent, England, Ireland, Scandinavian and Baltic countries, Russian Federation.

2. Main points: Moscow, St.Petersburg, Orenburg

Forwarder:

Client:

_____/_____/

_____/_____/

Date: «__» _____ 202_
L.S.

Date: «__» _____ 202_
L.S.

Appendix # 3
To Contract for a Package of Services on Transportation
and Forwarding of Oversize and Outsize Cargoes
_____ dated _____

Form. Information on Owners and Beneficiaries

№	Name of counterparty (INN, type of business)					Contract (details, subject matter, price, term, and other essential conditions)					№	Information on the chain of the counterparty's owners, including beneficiaries (including ultimate ones)						
	INN	OGRN	Name of counterparty	OKVED code	Surname, name, patronymic of CEO	Issuing body and number of the ID document of CEO	Number and date	Subject matter of the contract	Price (mln RUR)	Term		Other essential conditions	INN	OG RN	Name	Location/registration address	Series and number of ID (for individuals)	CEO/ participant/ shareholder/ beneficiary/ details of the executive body
											1.1							
											1.1.1							
											1.1.2							
											1.1.2.1							
											1.1.2.1.1							

Note. The table specifies detailed information on the chain of the counterparty's owners (incorporators/ shareholders; in respect of incorporators/shareholders being legal entities, details of their incorporators, etc.), including ultimate beneficiaries: 1.1, 1.2 – owners of the counterparty under the contract (first level owners); 1.1.2, 1.2.1, 1.2.2, etc. – owners of the organization 1.1 (second level owners) and thereafter in the similar way until reaching the ultimate beneficiary (1.1.3.1)

The Forwarder:

The Client:

_____ / _____ /

_____ / _____ /

Date: «__» _____ 202_
L.S.

Date: «__» _____ 202_
L.S.

Draft Agreement

<p>SERVICE CONTRACT № _____ «__»_____201_г.</p>	<p>КОНТРАКТ О ПРЕДОСТАВЛЕНИИ УСЛУГ № _____ «__»_____201_г.</p>
<p>This Service Contract № _____ (hereinafter referred to as the “Contract”) has been entered between:</p> <p>“ROSSIYA AIRLINES” joint stock company, hereinafter the “Customer”, represented by _____ (Power of Attorney № _____ by _____), and _____, Hereinafter the “Provider”, represented by _____ (Statute, Power of Attorney № _____ by _____),</p> <p>The Customer and the Provider are hereinafter collectively referred to as the “Parties” and individually as the “Party”, therefore the Parties agree as follows:</p>	<p>Настоящий Контракт о предоставлении услуг № _____ (далее – «Контракт») заключен между:</p> <p>Акционерным обществом «Авиакомпания «Россия», именуемым в дальнейшем «Заказчик», в _____ лице _____ (доверенность № _____ от _____), и _____, именуемым в дальнейшем «Поставщик», в _____ лице _____ (_____<i>Устав, доверенность?</i>)</p> <p>Заказчик и Поставщик, далее при совместном упоминании именуемые - «Стороны», а каждый в отдельности «Сторона», пришли к соглашению о нижеследующем:</p>
<p>1. SUBJECT MATTER</p> <p>1.1. Provider will render services to the Customer in accordance with the list of services and the prices, which were stated in Annex № 1 to this Contract and according to the terms of this Contract (hereinafter referred as “Services”).</p>	<p>1. ПРЕДМЕТ КОНТРАКТА</p> <p>1.1. Поставщик обязуется предоставлять Заказчику услуги в соответствии с перечнем и ценами, установленными в Приложении №1 к настоящему Контракту, и согласно условиям настоящего Контракта (далее - «Услуги»).</p>
<p>2. TERMS OF DELIVERY</p> <p>2.1. Quality, Guarantees, Assurance of</p>	<p>2. УСЛОВИЯ ПРЕДОСТАВЛЕНИЯ УСЛУГ</p> <p>2.1. Качество, гарантии, заверения об обстоятельствах</p>

<p>circumstances</p> <p>2.1.1. The Provider hereby confirms that it has been entered in the register of the Chamber of Commerce of _____ (country) as a legal entity, and it has been approved to perform the Services contemplated in Annex №1 to this Contract under:</p> <ul style="list-style-type: none"> - Approval of Training Organization (Approval Certificate) issued in accordance with the current legislation of the country of Provider's Training Centre; - the Aviation Training Organization Certificate, issued by Russian Aviation Authorities. <p>The listed documents are presented to the Customer.</p> <p>2.1.2. A certain level of quality of Services provided by the Provider due to the need to comply with Customer requirements, based on the requirements of international organizations (IATA) and external control of the Russian Federation organizations, while for the Provider's Services have a direct impact on these factors.</p> <p>Services will be performed in accordance with the standards, programs and practices pertaining to the Provider as a licensed training center, as well as the Customer's standards and requirements specified in this Contract.</p> <p>2.1.3. The Provider shall guarantee to the Customer that all training facility is suitably equipped and in good working order and is approved by Civil Aviation Authorities of Provider.</p> <p>Provider will provide certification, insurance,</p>	<p>2.1.1. Поставщик настоящим подтверждает, что внесен в реестр Торговой палаты _____ (<i>страна</i>) в качестве юридического лица, одобрен для предоставления Услуг, перечисленных в Приложении №1 к Контракту, согласно:</p> <ul style="list-style-type: none"> - Сертификату учебной организации, выданному в соответствии с действующим законодательством страны учебного центра Поставщика; - Сертификату авиационного учебного центра, выданному Росавиацией. <p>Перечисленные документы представлены Заказчику.</p> <p>2.1.2. Определенный уровень качества предоставляемых Поставщиком Услуг обусловлен необходимостью соблюдения требований Заказчика, основанных на требованиях международных организаций (IATA) и внешних контролирующих организаций РФ, в то время как Услуги Поставщика оказывают прямое влияние на эти факторы.</p> <p>Услуги будут предоставляться в соответствии со стандартами и методами Поставщика, имеющего лицензию учебного центра, а также стандартами и требованиями Заказчика, указанными в Контракте.</p> <p>2.1.3. Поставщик услуг гарантирует Заказчику, что всё учебное оборудование надлежащим образом оснащено, исправно и одобрено Авиавластями.</p> <p>Поставщик обеспечит сертификацию, страхование, работоспособность и техническое</p>
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<p>working capacity and maintenance (including operative) of the training equipment.</p> <p>2.1.4. Full Flight Simulators provided by the Provider according to this Contract are certificated and have the main characteristics of the corresponding to specifications in item 3 of Annex №1 to this Contract.</p> <p>2.1.5. Provider provided Customer with the opportunity to make an overflight to check the deterioration rate, technical condition and declared characteristics of Simulators prior to the conclusion of this Contract.</p> <p>2.1.6. In all cases where Provider retains its own instructors for training of Customer's specialists (hereinafter – Specialists), Provider shall ensure that instructors have the knowledge, skills and qualifications necessary to provide the Training Services according this Contract.</p> <p>2.1.7. Provider shall be responsible for obtaining and maintaining the approvals and other documents required for the licensed aviation training center, which provides Services to the Customer.</p> <p>2.1.8. Provider agrees to the right of the Customer to conduct audits and monitoring the safety and quality of the provided Services in accordance with the terms of Article 10 of the Contract.</p> <p>2.1.9. Provider is entitled to refuse the performance of such services which would be in breach of the applicable legislation or requirements of competent authorities of Provider's country.</p>	<p>обслуживание (в том числе оперативное) учебного оборудования.</p> <p>2.1.4. Комплексные тренажеры самолетов, предоставляемые Поставщиком согласно Контракту, сертифицированы и имеют основные характеристики, соответствующие спецификации, представленной в пункте 3 Приложения №1 к Контракту.</p> <p>2.1.5. Поставщик предоставил Заказчику возможность произвести облет тренажеров для проверки состояния и заявленных характеристик тренажеров до заключения настоящего Контракта.</p> <p>2.1.6. Во всех случаях, когда Поставщик привлекает своих инструкторов для обучения специалистов Заказчика (далее – Специалисты), Поставщик обязан гарантировать, что инструкторы имеют знания, мастерство и квалификацию, необходимые для предоставления Услуг согласно настоящему Контракту.</p> <p>2.1.7. Поставщик будет ответственен за получение и поддержание одобрений и других документов, требуемых для сертифицированного авиационного учебного центра, предоставляющего Услуги Заказчику.</p> <p>2.1.8. Поставщик соглашается с правом Заказчика на проведение аудитов и мониторинга безопасности и качества предоставляемых Услуг в соответствии с условиями Статьи 10 Контракта.</p> <p>2.1.9. Поставщик вправе отказаться от выполнения тех услуг, которые предоставлялись бы в нарушение применяемого законодательства или требований компетентных органов страны</p>
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<p>2.1.10. The Provider shall assure the Customer that there is no encumbrance on the Provider's property; there are no obstacles to the conclusion and execution of the Contract; the person who signed the Contract on behalf of the Provider shall have the appropriate authority.</p> <p>2.2. Any training material, which is providing by one of the Parties for other Party is the proprietary item of first Party and shall be used for the sole purpose of the training.</p> <p>2.3. The Parties haven't the right to transfer the rights or obligations under this Contract to the third parties without preliminary written consent of other Party. No one third party shall has a right to use any conditions of this Contract.</p> <p>Subcontractors (co-executors) under the Contract may be engaged only with written consent of the Customer. In case of subcontractor engagement, the Provider shall be responsible to the Customer for the actions of the engaged subcontractor (co- executors) as its own. The assignment of responsibility directly to the subcontractor (co- executors) is unacceptable.</p> <p>2.4. The provisions of Services will not be interpreted as implying that any regulatory agency certification can be acquired; nor will Provider have any liability or obligation to Customer in the event that Customer or Specialist is unable to obtain such certification.</p> <p>2.5. Each Party undertakes to promptly inform</p>	<p>Поставщика.</p> <p>2.1.10. Поставщик дает заверения Заказчику в том что, обременения на имущество Поставщика отсутствуют; нет препятствий для заключения и исполнения Контракта; лицо, подписавшее Контракт от имени Поставщика, имеет соответствующие полномочия.</p> <p>2.2. Любой учебный материал, предоставленный одной из Сторон другой Стороне, является предметом собственности первой Стороны и должен использоваться единственно в целях обучения.</p> <p>2.3. Стороны не вправе передавать свои права или обязательства по Контракту третьим лицам без предварительного письменного согласия другой Стороны. Никакая третья сторона не имеет права использовать любое условие Контракта.</p> <p>Привлечение субподрядчиков (соисполнителей) по Контракту возможно только с письменного согласия Заказчика.</p> <p>В случае привлечения субподрядчика Поставщик несет ответственность перед Заказчиком за действия привлеченного субподрядчика (соисполнителя) как за свои собственные. Возложение ответственности напрямую на субподрядчика (соисполнителя) недопустимо.</p> <p>2.4. Предоставление Услуг, не может быть истолковано как основание для успешного прохождения аттестации в каком-либо регулирующем органе; при этом Поставщик не несет никакой ответственности или обязательств перед Заказчиком в случае, если Заказчик или Специалист не сможет пройти такую аттестацию.</p> <p>2.5. Каждая из Сторон обязуется своевременно информировать другую Сторону обо всех</p>
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<p>the other Party of all events that may adversely affect the performance of the conditions and obligations under this Contract, or to deprive any Party an opportunity to provide or receive services.</p> <p>3. UNDERTAKINGS OF THE PARTIES</p> <p>3.1. The Customer undertakes:</p> <p>3.1.1. To pay the price for the Services in accordance with payment terms of this Contract.</p> <p>3.1.2. Customer shall be responsible for all costs related to training and/or Customer's use of Provider's training equipment: all transportation costs, hotel accommodation, visa registration, incidental expenses of Customer's personnel;</p> <p>3.1.3. To maintain insurances cover, such as:</p> <ul style="list-style-type: none"> - general liability insurance of the owner of aircraft and the air carrier; - worker's compensation and personal medical insurance all Customer's Representatives who shall train with Provider. <p>3.1.4. Ensure that its flight crews, trainers and trainees follow the reasonable instructions of Provider with respect to the safe and proper use of the Simulator(s) of Provider.</p> <p>3.1.5. At the request of Provider to provide the personal identifiable information of the Customer's Specialists required for compliance with the security conditions and to gain access to Provider's training center for receiving services by Specialists according to conditions of this Contract.</p>	<p>событиях, которые могут неблагоприятным образом повлиять на исполнение условий и обязательств по Контракту, либо лишить любую из Сторон возможности предоставлять или получать Услуги.</p> <p>3. ОБЯЗАТЕЛЬСТВА СТОРОН</p> <p>3.1. Заказчик обязан:</p> <p>3.1.1. Оплачивать Услуги в соответствии с условиями настоящего Контракта.</p> <p>3.1.2. Заказчик будет ответственен за все затраты, связанные с обучением и/или использованием Заказчиком учебного оборудования Поставщика:</p> <ul style="list-style-type: none"> - расходы на транспортировку, проживание, визовое оформление, непредвиденные расходы персонала Заказчика; <p>3.1.3. Обеспечивать страховое покрытие:</p> <ul style="list-style-type: none"> - страхование гражданской ответственности владельца воздушных судов и авиаперевозчика; - страхование от несчастного случая при исполнении служебных обязанностей и персональное медицинское страхование всех представителей Заказчика, направляемых на обучение к Поставщику. <p>3.1.4. Убедиться, что его летные экипажи, инструкторы и слушатели следуют разумным инструкциям Поставщика относительно безопасного и надлежащего использования Тренажеров Поставщика.</p> <p>3.1.5. По требованию Поставщика предоставить персональные данные Специалистов Заказчика, необходимые для соблюдения условий безопасности и доступа в тренажерный центр Поставщика для получения Специалистами Услуг по Контракту.</p>
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<p>3.1.6. In relation to this Contract, Parties have agreed to consider as personally identifiable information provided by the Customer according to item 3.1.5 of the Contract, the following information:</p> <ul style="list-style-type: none"> - name, surname, date of birth; - series, number, date of issue, period of validity of the passport; - work place, specialty; - visit purpose, terms of stay in training center, place of hotel accommodation. <p>Other personal data can be provided to Provider with written consent of Customer's Specialists, only if that doesn't contradict to the Russian legislation on the protection of personal data.</p> <p>3.2. The Provider undertakes:</p> <p>3.2.1. To confirm within 3 (Three) days its own readiness for providing of Services to Customer in accordance to Customer's requests.</p> <p>3.2.2. To provide the Services to Customer in accordance to the Contract;</p> <p>3.2.3. To form and send to the Customer a package of documents for payment of actually provided Services according to Article 5 of this Contract.</p> <p>3.2.4. To provide of safety briefings for Customer's Specialists before using the training equipment and to provide the safety of trainings for Customer's personnel.</p> <p>3.2.5. To enforce the guarantees and obligations of the Provider in accordance with item 2.1 of</p>	<p>3.1.6. Применительно к Контракту, Стороны согласились считать персональными данными, предоставляемыми Заказчиком в соответствии с пунктом 3.1.5 Контракта, следующую информацию:</p> <ul style="list-style-type: none"> - фамилия, имя, дата рождения; - серия, номер, дата выдачи, срок действия паспорта; - место работы, специальность; - цель визита, сроки пребывания в учебном центре, размещение в гостинице. <p>Иные персональные данные могут быть предоставлены Поставщику с письменного согласия Специалистов Заказчика, только в том случае, если предоставление таковых не противоречит законодательству Российской Федерации о защите персональных данных.</p> <p>3.2. Поставщик обязан:</p> <p>3.2.1. Подтвердить в течение 3 (Трех) дней свою готовность предоставить Услуги Заказчику в соответствии с запросами Заказчика.</p> <p>3.2.2. Предоставлять Заказчику Услуги согласно условиям настоящего Контракта;</p> <p>3.2.3. Формировать и направлять Заказчику пакет документов для оплаты фактически предоставленных Услуг в соответствии со Статьей 5 Контракта.</p> <p>3.2.4. Провести инструктаж Специалистов Заказчика по технике безопасности перед использованием учебного оборудования и обеспечить безопасность тренировок персонала Заказчика.</p> <p>3.2.5. Обеспечить исполнение гарантий и обязательств Поставщика в соответствии с пунктом 2.1 Контракта.</p> <p>3.2.6. Гарантировать и обеспечивать</p>
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<p>the Contract.</p> <p>3.2.6. To guarantee and provide adequate protection of the rights of subjects of personal information if personal information has been requested and provided according to paragraph 3.1.5 of the Contract. Upon the demand of the Customer to provide in writing the list of actions with personal information and the general description of ways of processing of personal information, requisites of the person/legal entity which is carrying out such processing.</p> <p>4. PLANNING AND RESERVATIONS</p> <p>4.1. Requests for scheduling of Services shall be made by Customer to Provider in writing and consist follow information: - types and volume of Services; - Periods of the Services.</p> <p>4.2. Provider does not guarantee that the dates and times requested by Customer will be available until Provider has confirmed such availability in writing. Customer's Requests became Bookings after their confirming by Provider and qualify for cancellation fees.</p> <p>4.3. Customer can make Reservations – options of requests that are remain valid for 5 days.</p> <p>4.4. Customer may make Bookings and reservations one year in advance. _____</p> <p>4.5. Planning department of Provider: Phone _____ E-mail _____</p> <p>4.6. Planning department of Customer: Phone _____ E-mail: _____</p>	<p>адекватную защиту прав субъектов персональных данных, если персональные данные были затребованы и предоставлены в соответствии с пунктом 3.1.5 Контракта. По требованию Заказчика предоставить в письменном виде перечень действий с персональными данными и общее описание способов обработки персональных данных, реквизиты лица/юридического лица, осуществляющего такую обработку.</p> <p>4. ПЛАНИРОВАНИЕ И РЕЗЕРВИРОВАНИЕ</p> <p>4.1. Запросы о предоставлении Услуг должны быть направлены Заказчиком Поставщику в письменной форме и содержать следующую информацию: - вид и объем Услуги; - сроки предоставления Услуг.</p> <p>4.2. Поставщик не гарантирует, что даты и часы, запрашиваемые Заказчиком, смогут быть использованы, до тех пор, пока Поставщик не подтвердит письменно наличие такой возможности. Подтвержденные Поставщиком запросы Заказчика становятся Заказами, на которые распространяется плата за отмену.</p> <p>4.3. Заказчик может сделать Резервирование – варианты запросов, которые остаются действительными в течение 5 дней.</p> <p>4.4. Заказчик может сделать предварительные Заказы на один год. _____</p> <p>4.5. Отдел планирования Поставщика: Телефон _____ Электронный адрес _____</p> <p>4.6. Отдел планирования Заказчика: Телефон: _____ Электронный адрес: _____</p>
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<p>4.7. Customer is entitled to request changes and/or additions to the confirmed schedule. Provider will use commercially reasonable efforts to accommodate such requests so long as the request does not impact time reserved for other customers.</p> <p>4.8. The Provider has no right to cancel Orders or to change time of provision of Orders for the purpose of a requirements satisfaction of other customers without written consent of the Customer.</p> <p>5. PAYMENTS</p> <p>5.1. The prices of Services are agreed in Annex №1 to this Contract and can't be increased during the period of validity of the Contract.</p> <p>5.2. Invoices must be stated to the actual Service provided in accordance with the applicable prices.</p> <p>5.3. Provider shall form and submit to Customer the package of documents, including:</p> <ul style="list-style-type: none"> - the invoice with the description of the actually performed Service (the type, volume, date of Services); - the act of acceptance of Services (hereinafter - Act) <i>(for Russian tax residents)</i>; - the list of persons to whom the Service was provided (signed by Provider or presented according to Provider's form). <p>5.4. In the absence of objections under the Act, the Customer signs the Act within 5 (Five) working days after its receipt and pays the Services of the Provider within 21 (Twenty one)</p>	<p>4.7. Заказчик вправе запрашивать об изменениях или дополнениях утвержденного графика. Поставщик приложит коммерчески целесообразные усилия для удовлетворения таких запросов при условии, что они не повлияют на время, зарезервированное для других заказчиков.</p> <p>4.8. Поставщик не вправе отменять Заказы и/или изменять время предоставления Заказов в целях удовлетворения потребностей других заказчиков без письменного согласия Заказчика.</p> <p>5. ПЛАТЕЖИ</p> <p>5.1. Стоимость Услуг согласована в Приложении №1 к Контракту и не может быть увеличена в период действия Контракта.</p> <p>5.2. Счета должны выставляться за фактически предоставленные Услуги в соответствии с действующими ценами.</p> <p>5.3. Поставщик обязан сформировать и направить Заказчику пакет документов, включающий в себя:</p> <ul style="list-style-type: none"> - счет с описанием фактически предоставленных Поставщиком Услуг (вид, объем, дата предоставления Услуги); - акт выполненных работ (далее – Акт) <i>(для резидентов РФ)</i>; - список лиц, которым предоставлялась Услуга (подписанный Поставщиком или представленный на бланке Поставщика). <p>5.4. При отсутствии возражений по Акту Заказчик подписывает Акт в течение 5 (Пяти) рабочих дней после его получения и оплачивает Услуги Поставщика в течение 21 (Двадцати одного) рабочего дня со дня получения пакета</p>
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<p>working days from the date of receipt of package of documents which was formed according to item 5.3 of this Article 5. Date of receipt is the date of receipt of the package of documents to Customer's e-mail address</p> <hr/> <p>in such kind which doesn't contain mistakes and allows the Customer to make payment.</p> <p>5.5. All invoices shall be stated and paid in _____ (<i>currency</i>). Parties agreed that the costs of banking operations are paid at the expense of the sender of funds.</p> <p>5.6 Payment conditions another than upwards stated, may be defined and agreed in Annexes to this Contract.</p> <p>5.7. The limit price of this Contract will take: _____.</p>	<p>документов, сформированного согласно пункту 5.3 настоящей Статьи 5. Датой получения является дата получения в адрес электронной почты Заказчика</p> <hr/> <p>пакета документов в таком виде, который не содержит ошибок и позволяет Заказчику произвести оплату.</p> <p>5.5. Все счета должны быть выставлены и оплачены в _____ (валюта). Стороны согласились с тем, что расходы по банковским операциям оплачиваются за счет отправителя денежных средств.</p> <p>5.6 Условия оплаты, отличающиеся от выше изложенных условий, могут быть установлены и согласованы в Приложениях к Контракту.</p> <p>5.7. Предельная цена Контракта составит: _____</p>
<p>6. TAXES</p> <p>6.1. For the purposes of this Contract "Taxes" are defined as all taxes, fees, charges or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to, sales, use, gross receipts, stamp, excise, transfer and similar taxes imposed by any Russia or foreign taxing authority arising out of or in connection with this Contract.</p> <p><i>(This clause 6.1. does not apply to contracts with Russian tax residents)</i></p> <p>6.2. All prices in this Contract include all Taxes and costs of Provider associated with the</p>	<p>6. НАЛОГИ</p> <p>6.1. Для целей Контракта, под «Налогам» следует понимать любые налоги, сборы, пошлины или начисления, а также любые проценты, штрафы или другие дополнения к налогам, включая, помимо прочего, налог на продажу, налог на использование, налог на валовый доход, гербовые и акцизные сборы, налог на передачу и аналогичные налоги, взимаемые любыми российскими или зарубежными налоговыми органами на основании Контракта или в связи с ним. <i>(Пункт 6.1 не применяется для контрактов с резидентами РФ).</i></p> <p>6.2. Все цены в Контракте включают в себя Налоги и расходы Поставщика, связанные с предоставлением Услуг по Контракту, за исключением налога на добавленную</p>

<p>provision of Services under this Contract, excluding value added tax (VAT). VAT (if required by applicable of Provider's country law) is to be paid on top and in addition to the prices specified in this Contract.</p> <p>6.3. Applicability of Value Added Tax will be detailed in Annex №1 to this Contract.</p> <p>7. CANCELLATION FEE</p> <p>7.1. Cancellation of Bookings by the Customer shall be made in writing to Planning department of Provider.</p> <p>7.2. Unless Provider is successful in reselling the Booking to another customer, Provider may charge cancellation fee according the following principles:</p> <ul style="list-style-type: none"> - Cancellation more than 30 calendar days before the start date of the Booking: cancellation fees is not applicable; - Cancellation with 30 calendar days or less but more than 15 calendar days before the start date of the Booking: cancellation fee is 50% of the price of the cancelled Booking; - Cancellation with 15 calendar days or less before the start date of the Booking or with no-show: cancellation fee is 100% of the price of the cancelled Booking. <p>7.3. Change of names of Customer's Specialists /instructors before starting of training is not a change of Booking and cancellation fees a subject to the cancellation fee.</p> <p>7.4. It is possible operative moving of Booking to any vacant hours with accordance to Parties' agree. In this case cancellation fee is not applicable.</p>	<p>стоимость (НДС). НДС (если какой-либо подлежит уплате согласно законодательству страны Поставщика) уплачивается сверх и в дополнение к ценам, указанным в Контракте.</p> <p>6.3. Применение НДС будет детализировано в Приложении №1 к Контракту.</p> <p>7. ПЛАТА ЗА ОТМЕНУ</p> <p>7.1. Об отмене Заказов Заказчик в письменной форме информирует Отдел планирования Поставщика.</p> <p>7.2. Если Поставщик не перепродает Заказ другому заказчику, Поставщик может взыскать плату за отмену согласно следующим принципам:</p> <ul style="list-style-type: none"> - в случае отмены более чем за 30 календарных дней до даты начала Заказа - плата за отмену не применяется; - в случае отмены за 30 календарных дней и менее, но более чем за 15 календарных дней до даты начала Заказа - 50 % стоимости отмененного Заказа; - в случае отмены за 15 календарных дней и менее до даты начала Заказа или в случае неявки - 100 % стоимости отмененного Заказа. <p>7.3. Изменение имен Специалистов/инструкторов Заказчика перед началом подготовки не является изменением Заказа и не является поводом для платы за отмену.</p> <p>7.4. По согласованию Сторон допускается оперативное перемещение Заказа на любые свободные учебные часы. В этом случае плата за отмену не применяется.</p> <p>7.5. На плату за отмену выписывается отдельный счет.</p> <p>В случае если Заказчик уже оплатил</p>
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<p>7.5. Any cancellation charge shall be invoiced separately.</p> <p>In case of payment in advance for cancelled Service by Customer, cancellation charge shall be deducted from advancing payment. The rest will be return back to Customer or take into account further Service if Customer agreed.</p> <p>7.6. In case Cancellation of Bookings/ this Contract was terminated by reasons depending on Provider, cancellation fee is not applicable.</p> <p>8. TECHNICAL FAILURE OR DEFICIENCY OF TRAINING EQUIPMENT</p> <p>8.1. In case the Customer is unable to use the training equipment due to a technical failure or deficiency, or due to the lack of approvals that are the responsibility of Provider (hereinafter – Failure), the Customer has the option to decide :</p> <p>a) To accept the Failure situation as is and to agree that the training is successfully completed</p> <p>b) To suspend the training. In this case Provider shall to reschedule training sessions within a reasonable period at mutually agreeable time and for such period of time required to achieve the training objective of the training session at issue;</p> <p>c) To refuse training. In this case, Provider compensate to the Customer the sums (if this training was paid in advance) for this lost training session and for next lost Services due to Failure;</p> <p>8.2. In all cases the Customer shall be reimbursed for the reasonable extra costs for an extended hotel stay of Customer’s participants at</p>	<p>отмененную им Услугу, комиссия за отмену удерживается из суммы предоплаты. Разница будет возвращена Заказчику или учтена при оплате другой Услуги по согласованию с Заказчиком.</p> <p>7.6. В случае отмены Заказа/ расторжения Контракта по причинам, зависящим от Поставщика, плата за отмену не применяется.</p> <p>8. ТЕХНИЧЕСКИЙ ОТКАЗ ИЛИ ДЕФИЦИТ УЧЕБНОГО ОБОРУДОВАНИЯ</p> <p>8.1. В том случае, если Заказчик не может использовать учебное оборудование из-за технического отказа или дефицита, или из-за отсутствия одобрений, являющихся ответственностью Поставщика (далее – Отказ), Заказчик имеет выбор:</p> <p>a) Принять ситуацию Отказа как таковую и считать, что обучение успешно завершено;</p> <p>b) Приостановить обучение. В этом случае Поставщик обязан перепланировать учебные сессии в пределах разумного периода во взаимно согласованное и достаточное для достижения учебной цели время;</p> <p>c) Отказаться от обучения. В этом случае Поставщик возмещает Заказчику суммы (если обучение было предварительно оплачено) за потерянную учебную сессию и последующие за ней Услуги, потерянные вследствие Отказа.</p> <p>8.2. Во всех случаях Заказчику должны быть возмещены дополнительные затраты, связанные с вынужденным пребыванием специалистов Заказчика в гостинице по месту предоставления услуг вследствие Отказа.</p> <p>8.3. Заказчик/инструктор Заказчика и Поставщик вносят запись о техническом Отказе в специальный Журнал Поставщика.</p>
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<p>place of Services providing, caused by such Failure.</p> <p>8.3. Customer/Customer's instructor and Provider shall record a technical Failure in special Log of Provider. Customer/Customer's instructor immediately receives a copy of this Log.</p> <p>9. CONFIDENTIALITY</p> <p>9.1. This Contract between Customer and Provider and any of proprietary documentation of any Party shall be treated by both Parties as highly confidential information and shall not be released in whole or partly to any third party without prior written consent of the other Party.</p> <p>10. AUDIT</p> <p>10.1. Customer has the right to monitoring and audits the quality and compliance of services delivered by Provider to the standards, requirements and conditions in accordance to this Contract. Authorized representatives of Customer will carry out such monitoring and audits on a date agreeing with Provider not less than 1 time in 2 years.</p> <p>10.2. In case of inconsistency of hereinabove quality and equipment, Provider is obliged to dispose of such inconsistencies. In case such inconsistencies have influenced the training process, the Provider is obliged to repeat the training course fully or partly. In this case, the additional payment won't be requested.</p>	<p>Заказчик/инструктор Заказчика незамедлительно получает копию записи из Журнала.</p> <p>9. КОНФИДЕНЦИАЛЬНОСТЬ</p> <p>9.1. Настоящий Контракт между Заказчиком и Поставщиком и любая документация, составляющая собственность любой из Сторон будет рассматриваться обеими Сторонами как строго конфиденциальная информация, которая не должна быть доступна полностью или частично никакому третьему лицу без предварительного письменного согласия другой Стороны.</p> <p>10. АУДИТ</p> <p>10.1. Заказчик имеет право на проведение мониторинга и аудитов качества и соответствия предоставляемых Поставщиком Услуг стандартам, требованиям и условиям в соответствии с Контрактом. Аудиты и мониторинг будут проводиться полномочными представителями Заказчика в даты, согласованные с Поставщиком, не реже чем 1 раз в 2 года</p> <p>10.2. В случае выявленных несоответствий вышеуказанных параметров, Поставщик обязан незамедлительно устранить их, и, если таковые повлияли на учебный процесс, вновь предоставить услугу (частично или полностью). Дополнительная плата при этом не взимается. Кроме того, в этом случае Поставщик обязан компенсировать Заказчику дополнительные транспортные расходы и затраты на проживание персонала Заказчика.</p> <p>10.3. Поставщик обязан анализировать</p>
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<p>Moreover, in case the Provider is obliged to compensate the Customer's the additional transport expenses and accommodation of the Customer's trainees.</p> <p>10.3. Provider is obliged to analyze the Customer's reports on audits and monitoring, develops corrective measures to eliminate the identified inconsistencies, as well as to consider complaints and claims from the Customer in the terms agreed by the Parties.</p> <p>10.4. Main indicators and measurable goals, quantitative indicators of the evaluation criteria agreed by the Parties in Annex № 2 to the Contract.</p> <p>10.5. The Customer reserves the right to perform unplanned audits under the conditions of preliminary notification of the Provider in case of occurrence of objective reasons: the decrease in the quality index lower than 95% for two quarters of the year and / or requirements of external control organizations.</p> <p>11. APPLICABLE LAW AND JURISDICTION</p> <p>11.1. This Contract is constructed and shall be interpreted under the laws of _____ (<i>laws of Russia - for Russian residents</i>).</p> <p>11.2. In case of any dispute, Parties agree to make every effort to reach an amicable settlement.</p> <p>If such settlement is not reached, the dispute shall be brought before the arbitration (court) in _____ (<i>in the place of services providing - for Russian residents</i>), in accordance with the</p>	<p>представленные Заказчиком отчеты о проведенных аудитах и мониторинге, разрабатывать корректирующие мероприятия по устранению выявленных несоответствий, а также рассматривать жалобы и претензии со стороны Заказчика в согласованные Сторонами сроки.</p> <p>10.4. Основные показатели и измеряемые цели, количественные показатели критериев оценки согласованы Сторонами в Приложении № 2 к Контракту.</p> <p>10.5. Заказчик оставляет за собой право проводить внеплановые аудиты на условиях предварительного оповещения Поставщика при условии возникновения объективных причин: снижения показателя качества процесса ниже 95% в течение 2х кварталов и/или требований внешних контролирующих организаций.</p> <p>11. ПРИМЕНЯЕМЫЙ ЗАКОН И ЮРИСДИКЦИЯ</p> <p>11.1. Настоящий Контракт разработан и должен истолковываться в соответствии с законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>11.2. В случае любого спора Стороны соглашаются приложить все усилия для достижения согласия в досудебном порядке. Если такое урегулирование не достигнуто, спор должен быть представлен на рассмотрение в арбитражный суд (суд) в _____ (<i>для резидентов - по месту предоставления услуг</i>) в соответствии с законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>12. ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ (ФОРС-МАЖОР)</p>
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_____ arbitration act (*Russian arbitration act - for Russian tax residents*).

12. FORCE MAJEURE CIRCUMSTANCES (FORCE-MAJEURE)

12.1. Neither Party shall be liable for non-fulfillment of its obligations under the Contract within the term if such non-fulfillment is a result of force majeure circumstances (hereinafter - force-majeure), that is, extraordinary and unforeseen circumstances arising during the Contract period for which the affected Party (hereinafter - the Affected Party) cannot actually affect and which it could not realistically foresee (including floods, volcanic eruptions, earthquakes and other natural disasters, wars and military operations, blockades, prohibition of import or export, changes in legislation).

Fires and strikes shall be recognized as force-majeure if they are not the result of the guilty and/or careless act/omission of the Affected Party and/or its controlled persons (employees, contractors, consultants and others).

Failures/interruptions in the operation of the equipment and/or software used by the Affected Party, damage to the lines and/or means of communication are force-majeure only if they are caused by natural and/or technological factors and are not the result of the guilty and/or careless act/inaction of the Affected Party and/or third parties.

12.2. The Affected Party shall promptly, no later than 7 (seven) calendar days from the date of force- majeure, notify the other Party in writing of the beginning of force-majeure,

12.1. Ни одна из Сторон не будет нести ответственность за невыполнение в срок своих обязательств по Контракту, если такое невыполнение будет являться следствием обстоятельств непреодолимой силы (далее - форс-мажор), то есть чрезвычайных и непредвиденных обстоятельств, возникающих в период действия Контракта, на которые затронутая ими Сторона (далее – Затронутая сторона) не может реально воздействовать и которые она не могла реально предвидеть (в том числе, наводнения, извержения вулкана, землетрясения и иные стихийные бедствия, войны и военные действия, блокады, запрещение импорта или экспорта, изменения законодательства). Пожары и забастовки признаются форс-мажором, если они не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или контролируемых ею лиц (работники, подрядчики, консультанты и прочие). Сбои/перерывы в работе используемого Затронутой стороной оборудования и/или программного обеспечения, повреждение линий и/или средств связи являются форс-мажором, только если они вызваны действием природных и/или техногенных факторов и не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или третьих лиц.

12.2. Затронутая Сторона обязана незамедлительно, не позднее 7 (семи) календарных дней с момента наступления форс-мажора, письменно уведомить об этом другую Сторону о начале форс-мажора, за исключением случаев, когда такое

<p>except when such notification is not possible due to force-majeure. The Notice shall indicate the nature of the delay and, if possible, its intended duration and assessment of the impact on the performance of the obligations under the Contract (including the due date). Upon termination of the force-majeure, the Affected Party shall notify the other Party within the same time frame indicating the expected term of performance of obligations under the Contract.</p> <p>12.3. The absence or untimely notification of a force-majeure shall deprive the Affected Party of its right to be released from liability for default under the Contract.</p> <p>12.4. At the request of the other Party, the Affected Party shall submit an official document issued by the competent public authority or organization confirming the occurrence of events that are force-majeure.</p> <p>12.5. The occurrence of the force-majeure shall extend the term of performance of obligations under the Contract for a period corresponding to the period of validity of these circumstances, taking into account a reasonable period to eliminate their consequences, unless the Parties agree otherwise.</p> <p>12.6. If the force-majeure and their consequences last more than 30 (Thirty) calendar days, each Party shall have the right to unilaterally demand non-judicial termination of the Contract.</p>	<p>уведомление невозможно в силу действия форс-мажорных обстоятельств. В уведомлении указывается характер задержки и, по возможности, ее предполагаемая продолжительность и оценка влияния на исполнение обязательств по Контракту (включая срок исполнения). По прекращении действия форс-мажора Затронутая сторона обязана в те же сроки уведомить об этом другую Сторону, с указанием предполагаемого срока исполнения обязательств по Контракту.</p> <p>12.3. Отсутствие либо несвоевременное уведомление о наступлении Извинительной Задержки лишает Затронутую Сторону права на освобождение от ответственности за неисполнение обязательств по Контракту.</p> <p>12.4. По требованию другой Стороны, Затронутая сторона обязана представить официальный документ, выданный компетентным государственным органом или организацией, подтверждающий факт наступления событий, являющихся форс-мажором.</p> <p>12.5. Возникновение форс-мажора продлевает срок исполнения обязательств по Контракту на период, соответствующий времени действия указанных обстоятельств, с учетом разумного срока для устранения их последствий, если Стороны не договорились об ином.</p> <p>12.6. В случае если форс-мажор и его последствия будут продолжаться более 30 (Тридцати) календарных дней, то каждая из Сторон вправе в одностороннем внесудебном порядке потребовать расторжения Контракта.</p> <p>13. ОТВЕТСТВЕННОСТЬ И КОМПЕНСАЦИЯ</p>
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<p>13. LIABILITIES AND INDEMNIFICATION</p> <p>13.1. Customer releases Provider from any liability and shall indemnify and hold Provider harmless from and against any and all losses, costs, damages, claims or expenses, if they were caused, in connection with the use of the Customer's Specialists skills obtained during the provision of the Services under this Contract.</p> <p>13.2. The Customer guarantees to compensate Provider for any harm if this was caused by gross negligence, fault or willful misconduct of Customer and arising out of Services provided with according to this Contract.</p> <p>13.3. For each fact of non-performance or improper performance of the Provider's obligations under the Contract, incorrect assurances about the circumstances, as well as for the change of the essential conditions of the Contract (on the subject matter, volume, terms) unilaterally, the Customer is entitled to accrue, and the Provider is obliged to pay a penalty in the amount of 10 000,00 Russian rubles or in the equivalent amount in the currency of the Contract.</p> <p>Payment of the penalty does not relieve the Provider of its obligations.</p> <p>14. TERM</p> <p>14.1. Term of validity of this Contract: 01.08.2021 to 31.12.2021 inclusive.</p> <p>14.2. Each Party shall be entitled to terminate this Contract by sending a termination notice to other Party not less than _____ calendar days</p>	<p>13.1. Заказчик освобождает Поставщика от любой ответственности и гарантирует Поставщику безопасность применительно к любым и всем убыткам, расходам, повреждениям, претензиям или издержкам любого рода, если таковые возникли в связи с применением Специалистами Заказчика профессиональных навыков, полученных в процессе предоставления Услуг по Контракту.</p> <p>13.2. Заказчик гарантирует Поставщику возмещение ущерба, если таковой вызван небрежностью или умышленными неправомерными действиями Заказчика и возник в связи с предоставлением Услуг по Контракту.</p> <p>13.3. За каждый факт неисполнения или ненадлежащего исполнения Поставщиком обязательств по Контракту, некорректного заверения об обстоятельствах, а также за изменение существенных условий Контракта (о предмете, объёме, сроках) в одностороннем порядке, Заказчик вправе начислить, а Поставщик обязан заплатить неустойку в размере 10 000,00 российских рублей или в эквивалентной сумме в валюте Контракта. Уплата неустойки не освобождает Поставщика от выполнения обязательств.</p> <p>14. СРОК ДЕЙСТВИЯ</p> <p>14.1. Срок действия Контракта: с 01.08.2021 до 31.12.2021 включительно.</p> <p>14.2. Каждая Сторона вправе расторгнуть Контракт, уведомив об этом другую Сторону не менее, чем за _____ календарных дней.</p> <p>14.3. В случае несоблюдения Поставщиком обязательств, перечисленных в пункте 3.2 Контракта, Контракт может быть расторгнут</p>
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<p>before.</p> <p>14.3. If the Provider fails to comply with the obligations listed in Clause 3.2 of the Contract, the Contract may be terminated unilaterally by the Customer out of court. In this case, the Contract shall be deemed terminated upon receipt of the relevant notification from the Customer to the Provider's e-mail address, and no cancellation fee under Clause 7 of the Contract shall be charged to the Customer.</p> <p>14.4. Either Party shall be entitled to exercise its claims out of this Contract after the termination of this Contract, provided such claims arise during the term of this Contract</p> <p>15. PROVIDING OF INFORMATION</p> <p>15.1. Provider shall provide the Customer with the information of all owners of Provider, including beneficial owners and final beneficiaries, attaching confirming documents. The information shall be provided according to the form which is in the Annex № 3 to this Contract before the signing date of this Contract.</p> <p>15.2. In case of any changes in the chain of Provider's owners, Provider shall notify Customer, attaching confirming documents, in a 5 (Five) calendar days.</p> <p>16. MISCELLANEOUS</p> <p>16.1. Any and all amendments or appendixes to this Contract shall only be valid and bind the Parties if made in writing and signed by duly authorized representatives of the Parties. As of the day of signature they become an inseparable part of this Contract.</p>	<p>Заказчиком в одностороннем внесудебном порядке. В этом случае Контракт считается расторгнутым с момента получения в электронный адрес Поставщика соответствующего уведомления от Заказчика, при этом плата за отмену согласно Статье 7 Контракта с Заказчика не взимается.</p> <p>14.4. После прекращения действия Контракта любая из Сторон имеет право требовать исполнения обязательств по Контракту, если эти обязательства были приняты в период действия Контракта.</p> <p>15. ПРЕДОСТАВЛЕНИЕ ИНФОРМАЦИИ</p> <p>15.1. Поставщик обязуется предоставить Заказчику сведения в отношении всех своих собственников, включая бенефициаров и конечных бенефициаров, с приложением подтверждающих документов. Сведения должны быть предоставлены согласно форме Приложения № 3 к Контракту до момента подписания Контракта.</p> <p>15.2. В случае любых изменений в цепочке собственников Поставщика, последний обязан уведомить об этом Заказчика с предоставлением подтверждающих документов в течение 5 (Пяти) календарных дней.</p> <p>16. ПРОЧИЕ УСЛОВИЯ</p> <p>16.1. Любые и все дополнения и изменения к Контракту действительны и налагают на Стороны обязательства только в том случае, если они совершены в письменной форме и подписаны полномочными представителями</p>
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<p>16.2. Annexes № 1, № 2 and № 3 are an inseparable part of this Contract. In case of inconsistencies between this Contract and any Amendment or Annex _____;</p> <p>16.3. Any notices submitted by the Parties to each other shall be sent by registered mail, e-mail or fax to the address specified in the Contract or to other addresses which were stated by the Parties. The delivery of the notice to the last address which was stated by the Party shall be considered as proper if the receiving Party have not informed the delivering Party about the address changes.</p> <p>16.4. Term “In writing” is defined as a signed paper document or electronic notice. Concerning to changes of the Contract’s conditions, term “In writing” means a paper document signed by Parties.</p> <p>16.5. In the event of any disagreement on the text of the Contract, the Parties shall be guided by the text containing in the Contract stitched and certified with the seal of the Customer, or by the text, all pages which are certified by the signature of the responsible person of the Customer.</p> <p>16.6. Anti-corruption clause.</p> <p>16.6.1. 1. While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p>	<p>Сторон. Со дня подписания они становятся неотъемлемой частью Контракта.</p> <p>16.2. Приложения №1, №2 и №3 являются неотъемлемой частью Контракта. В случае несогласованностей между настоящим Контрактом и любым Дополнением или Приложением к настоящему Контракту _____.</p> <p>16.3. Любые уведомления, отправляемые друг другу Сторонами, будут отправляться заказным письмом, электронной почтой или факсом по указанному в Контракте адресу или другим, указанным Сторонами, адресам. Отправка уведомления по последнему указанному Стороной адресу считается выполненной надлежащим образом, если Сторона-получатель не сообщила Стороне-отправителю об изменении адреса.</p> <p>16.4. Термин «в письменной форме» означает подписанный бумажный документ или электронное сообщение. Относительно изменений условий Контракта, термин «в письменной форме» означает подписанный Сторонами бумажный документ.</p> <p>16.5. В случае возникновения разногласий по тексту Договора, Стороны будут руководствоваться текстом, содержащимся в прошитом и удостоверенном печатью Заказчика Договоре, или текстом, все страницы которого заверены подписью ответственного лица Заказчика.</p> <p>16.6. Антикоррупционная оговорка.</p> <p>16.6.1. При исполнении своих обязательств по Контракту Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на</p>
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<p>While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>16.6.1. 2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 16.6.1.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 16.6.1.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 7 (Seven) calendar days from the date of receipt of the written notification.</p>	<p>действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели. При исполнении своих обязательств по Контракту Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Контракта законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>16.6.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 16.6.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 16.6.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым для целей Контракта законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона,</p>
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<p>16.6.1. 3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 16.6.1.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 40 (Forty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 40 (Forty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.</p> <p>17. NOTICE AND CORRESPONDENCE</p> <p>Any notices under this Contract given by either Party to the other, shall be in writing addressed to:</p> <p>17.1 Customer: E-mail: _____</p> <p>17.2. Provider: _____</p> <p>18. ADDITIONAL SERVICES</p> <p>18.1. Upon request of Customer, Provider will</p>	<p>в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 7 (Семи) календарных дней с даты получения письменного уведомления.</p> <p>16.6.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 16.6.1, другая Сторона имеет право расторгнуть Контракт в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Контракт считается расторгнутым по истечении 40 (Сорока) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Контракта. Сторона, по инициативе которой был расторгнут Контракт в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Контракта. Срок возмещения ущерба составляет 40 (Сорок) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Контракт.</p> <p>17. УВЕДОМЛЕНИЕ И ПЕРЕПИСКА</p> <p>Любые уведомления по Контракту от одной Стороны другой должны быть направлены в письменной форме в адреса:</p> <p>17.1. Заказчик: Электронный адрес: _____</p> <p>17.2. Поставщик: _____</p>
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<p>make a hotel reservation: 18.1.1. _____, (name, address, tel. of hotel) e-mail _____ of _____ service team _____;</p> <p>18.1.2. _____, (name, address, tel. of hotel) e-mail _____ of _____ service team _____;</p> <p>The hotel booking request of Customer must be sent from Customer's email: <u>businessstrip@rossiya-airlines.com</u> to the service team of hotel. The booking confirmation normally will be sent back in 24 hours, to e-mail address of Customer according this item.</p> <p>18.2. Transportation of Customer's trainees from Airport Terminal to the hotel, from the hotel to Training centre's facility and backwards: _____ _____.</p> <p>19. ADDRESSES AND BANK DETAILS OF THE PARTIES</p> <p>19.1. Customer: "ROSSIYA AIRLINES" Joint Stock Company, 18/4, Pilotov Street, St. Petersburg, Russia, 196210 Tel. 8 (812) 6-333-999 Customer Bank Details _____</p>	<p>18. ДОПОЛНИТЕЛЬНЫЕ УСЛУГИ</p> <p>18.1. По запросу Заказчика, Поставщик окажет содействие в бронировании следующих гостиниц: 18.1.1. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____;</p> <p>18.1.2. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____.</p> <p>. Запрос бронирования гостиницы должен быть направлен с электронного адреса Заказчика <u>businessstrip@rossiya-airlines.com</u> в электронный адрес сервисного центра гостиницы. Стандартный период подтверждения заказа - в течение 24 часов, в электронный адрес Заказчика, указанный в настоящем пункте.</p> <p>18.2. Предоставление трансфера для персонала Заказчика от терминала аэропорта к гостинице, от гостиницы к учебному центру и обратно: _____ _____.</p> <p>19. АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН</p> <p>19.1. Заказчик: Акционерное общество «Авиакомпания «Россия», улица Пилотов, дом 18, корпус 4,</p>
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<p><u>19.2. Provider:</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>In witness whereof, this Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p> <p>“ROSSIYA AIRLINES” joint stock company</p> <p>Date: _____</p> <p>_____/Provider/</p>	<p>Санкт-Петербург, Россия, 196210 Тел. 8 (812) 6-333-999 Банковские реквизиты Заказчика:</p> <p>_____</p> <p><u>19.2. Поставщик:</u></p> <p>_____</p> <p>_____</p> <p>В удостоверение изложенного, настоящий Контракт о предоставлении услуг № _____ от _____ подписан полномочными представителями Сторон:</p> <p>Акционерное общество «Авиакомпания «Россия»</p> <p>Дата: _____</p> <p>_____/Поставщик/</p>
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<p>ANNEX №1 to Services Contract № _____</p> <p>DRY-LEASE TRAINING SERVICES</p> <p>1. Dry lease services of Boeing-747-400 Flight Simulators (hereinafter – Simulators):</p> <p>1.1. Dry lease of Full Flight Simulator (FFS), daytime: _____ -- per hour;</p> <p>1.2. Dry lease of Full Flight Simulator (FFS), nighttime: _____ -- per hour;</p> <p>2. Flight Simulators Dry lease Prices includes:</p> <p>2.1. Familiarization of Customer’s instructor to operate the instructor station and briefing /debriefing equipment; additional familiarization training in case new equipment has been installed or modernization of Simulators has been made. Provider’s personnel shall conduct the simulator operation familiarization.</p> <p>2.2. Using of Simulator’s equipment during agreed time;</p> <p>2.3. The customization of the Simulator’s to Customers aircraft configuration;</p> <p>2.4. The use of the equipment of briefing and debriefing rooms including CD/DVD equipment, Cockpit panel schematics, projectors, digital briefing/debriefing equipment, white boards and markers.</p>	<p>ПРИЛОЖЕНИЕ №1 к Контракту о предоставлении услуг № _____</p> <p>УСЛУГИ СУХОЙ АРЕНДЫ</p> <p>1. Услуги по предоставлению в сухую аренду тренажеров ВС Boeing-747-400 (далее – Тренажеры):</p> <p>1.1. Сухая аренда комплексного тренажера самолета с полной имитацией полета (FFS), в дневное время: _____ -- в час;</p> <p>1.1. Сухая аренда комплексного тренажера самолета с полной имитацией полета (FFS), в ночное время: _____ -- в час;</p> <p>2. В стоимость сухой аренды Тренажеров включено:</p> <p>2.1. Ознакомление инструктора Заказчика с управлением станцией инструктора и оборудованием для брифинга/дебрифинга; дополнительный ознакомительный инструктаж в случае установки нового оборудования или модернизации Тренажера. Ознакомление с управлением тренажером обеспечивает персонал Поставщика.</p> <p>2.2. Использование тренажерного оборудования в согласованное время;</p> <p>2.3. Настройка Тренажеров к конфигурации самолетов Заказчика;</p> <p>2.4. Использование оборудования классов для брифинга и дебрифинга, включая CD/DVD-оборудование, схемы панелей управления кабины пилотов, проекторы, цифровое оборудование для брифинга/дебрифинга, доски, маркеры.</p>
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<p>2.5. Locker for storage of Customer's manuals and training documentation.</p> <p>3. Characteristic of Simulators</p> <p>Full Flight Simulators (FFS) Boeing-747-400 provided by the Provider, have following characteristic:</p> <p>3.1. Qualification level: D</p> <p>3.2. Visual system – standard for qualification level of Simulator (with visual displays on at least 4 windows); list of airport is according Customer's requirements;</p> <p>Possibility of using of Databases: _____ _____ _____</p> <p>3.3. Motion system – allowing to fully simulate the spatial location of a plane, 6 DOF;</p> <p>3.4. Engine Fit: _____.</p> <p>3.5. Instrument Fit - standard (EFIS/EICAS);</p> <p>3.6. TCAS II – yes;</p> <p>3.7. Windshear – yes;</p> <p>3.8. Additional capabilities – Radar, GPS, EGPWS, FMS, Predictive Windshear and other;</p> <p>3.9. Restrictions/limitations – not applicable.</p> <p>3.10. Deterioration rate (the degree of wear and tear) and technical condition of Simulators allows to perform training tasks in accordance with the Customer's training programmes.</p> <p>4. Training location</p>	<p>2.5. Шкаф для хранения учебной документации Заказчика.</p> <p>3. Характеристики Тренажеров</p> <p>Комплексные тренажеры самолета (FFS) Boeing-747-400, предоставляемые Поставщиком, имеют следующие характеристики:</p> <p>3.1. Квалификационный уровень: D</p> <p>3.2. Система визуализации – стандартная для квалификационного уровня тренажера (как минимум на 4-х окнах пилотской кабины); перечень аэропортов соответствует потребностям Заказчика; Возможность поддержки Навигационных Баз Данных (НБД): _____ _____</p> <p>3.3. Система подвижности – позволяющая наиболее полно имитировать пространственное положение самолета, 6 DOF;</p> <p>3.4. Настройка двигателя: _____.</p> <p>3.5. Инструментальное оборудование - standard (EFIS/EICAS);</p> <p>3.6. Оборудование TCAS II– предусмотрено;</p> <p>3.7. Оборудование Windshear –предусмотрено;</p> <p>3.8. Дополнительные возможности – Radar, GPS, EGPWS, FMS, Predictive Windshear и другие;</p> <p>3.9. Ограничения/пределы – не применимо.</p> <p>3.10. Степень износа и техническое состояние тренажеров позволяет выполнять учебные задачи в соответствии с программами подготовки Заказчика.</p> <p>4. Место предоставления услуг</p>
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<p>4.1. Flight Simulators Dry lease services will take _____ place _____ at _____ facilities, address _____</p> <p>5. Value Added Tax (VAT)</p> <p>5.1. According to the actual _____ (country) tax regulations, VAT is not currently applied for Flight Simulators Dry lease services at Training Centre of Provider in accordance with item 4.1 of this Annex1.</p> <p>or _____ % VAT is paid over and in addition to the price specified in the Contract.</p> <p>6. Terms of Sessions providing</p> <p>6.1. The schedule of training Sessions* includes intervals (not less than 15 minutes) for crew change, for Simulator's configuration lesson plan options, or time to crew change, to change configuration is excluded from the time of dry lease. *1 Session - 4-hours period.</p> <p>6.2. Daytime use of Simulators: _____ local time. Nighttime use of Simulators: _____ local time.</p>	<p>4.1. Услуги сухой аренды Тренажеров будут предоставляться в тренажерном центре _____ , по адресу: _____</p> <p>5. НДС</p> <p>5.1. В соответствии с действующим налоговым _____ законодательством _____ (страны) НДС не применяется к услугам сухой аренды Тренажеров, предоставляемым в учебном центре Поставщика в соответствии с п. 4.1 настоящего Приложения1. или НДС _____ % уплачивается сверх и в дополнение к ценам, указанным в Контракте.</p> <p>6. Условия предоставления Сессий</p> <p>6.1. В расписание учебных Сессий* включены интервалы между Сессиями (не менее 15 мин.) для смены экипажей, настройки конфигурации тренажеров для тренировки по требуемой программе, или время, затрачиваемое на смену экипажа, изменение конфигурации, исключается из времени сухой аренды. *1 Сессия = 4 часам</p> <p>6.2. Дневное время использования Тренажеров: с _____ по _____ местного времени. Ночное время использования Тренажеров: с _____ по _____ местного времени.</p>
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<p>In witness whereof, this Annex №1 to Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p> <p>“ROSSIYA AIRLINES” joint stock company _____ _____/Provider/ Date: _____</p>	<p>В удостоверение изложенного, настоящее Приложение №1 к Контракту о предоставлении услуг № _____ от _____ подписано полномочными представителями Сторон:</p> <p>Акционерное общество «Авиакомпания «Россия» _____ _____/Поставщик/ Дата: _____</p>
<p style="text-align: center;">ANNEX №2 to Services Contract № _____</p> <p style="text-align: center;">MAIN INDICATORS AND MEASURABLE GOALS, QUANTITATIVE INDICATORS OF THE EVALUATION CRITERIA</p> <p>1. The technical facilities for training are properly equipped, correct functioning, safe for operation and approved by the Aviation Authorities: - 100%</p> <p>2. Training schedule with the intervals between sessions is available: - 100%</p> <p>3. Provider in accordance with the established procedure acquaint the instructors and trainees of the Customer with safety instruction, specificity and rules of the internal order and additionally instructing in cases of installation of new facilities. - 100%</p> <p>4. Start of training (session) is in accordance with the time limits specified in the schedule:</p>	<p style="text-align: center;">ПРИЛОЖЕНИЕ №2 к Контракту о предоставлении услуг № _____</p> <p style="text-align: center;">ОСНОВНЫЕ ПОКАЗАТЕЛИ И ИЗМЕРЯЕМЫЕ ЦЕЛИ, КОЛИЧЕСТВЕННЫЕ ПОКАЗАТЕЛИ КРИТЕРИЕВ ОЦЕНКИ</p> <p>1. Наличие надлежащим образом оснащенных, исправных, безопасных для эксплуатации и одобренных Авиационными властями технических средств обучения: - 100%</p> <p>2. Наличие плана-графика работы тренажера, с учетом интервалов между сессиями: - 100%</p> <p>3. В соответствии с установленной процедурой Исполнитель проводит для инструкторов и слушателей Заказчика инструктаж по технике безопасности, специфике и правилам внутреннего распорядка Исполнителя, а также дополнительный инструктаж в случаях установки нового оборудования: - 100%</p> <p>4. Начало обучения осуществляется в соответствии со временем, указанным в</p>

<p>- 95% 5. Attendance control: - 100% 6. Briefings/debriefings rooms are properly equipped: - 95% 7. Free internet access zone, including FFS: - 100% 8. Lockers for storage of Customer's training documentations: - 100% 9. Feedback after session: - 100% 10. Implementation of corrective actions in case of technical failure: - 100%</p>	<p>расписании: - 95% 5. Контроль явки на сессии: - 100% 6. Помещения для брифинга/дебрифинга оборудованы надлежащим образом: - 95% 7. наличие бесплатных зон доступ в интернет, включая FFS: - 100% 8. Наличие мест хранения для учебной документации Заказчика: - 100% 9. Наличие процедуры обратной связи после сессии: - 100% 10. Осуществление корректирующих мероприятий в случае возникновения неисправностей: - 100%</p>
<p>In witness whereof, this Annex 2 to Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p>	<p>В удостоверение изложенного, настоящее Приложение 2 к Контракту о предоставлении услуг № _____ от _____ подписано полномочными представителями Сторон:</p>
<p>“ROSSIYA AIRLINES” joint stock company</p>	<p>Акционерное общество «Авиакомпания «Россия»</p>
<p>_____</p>	<p>_____</p>
<p>Date: _____</p>	<p>Дата: _____</p>
<p>_____/Provider/</p>	<p>_____/Поставщик/</p>
<p>_____</p>	<p>_____</p>
<p>Date: _____</p>	<p>Дата: _____</p>

INFORMATION FORM

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

authorized representatives of _____
Date: «__» _____

“ROSSIYA AIRLINES” joint stock company

_____/Provider/

Date: _____

Date: _____

ФОРМА ПРЕДОСТАВЛЕНИЯ ИНФО

№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	ИНН
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		
1												1.1	
												1.1.1	
												1.1.2	
												...	
												1.2	
												1.2.1	
												...	

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

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

Акционерное общество «Авиакомпания «Россия»

Дата: _____