

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

Approval date

23	07	2021
----	----	------

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		23	07	2021
Date and time for the request receiving completion		10	08	2021 10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results		Date for examination of procurement bidder proposals 12.08. 2021		
		Date for summarizing of results 12.08. 2021		
Commencement date for providing clarifications on procurement documentation		23	07	2021
Completion date for providing clarifications on procurement documents		05	08	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	A range of services to meet the needs of Rossiya Airlines JSC in digital periodicals in Russian and foreign languages for broadcast to passengers			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)	Provision of a range of services to meet the needs of Rossiya Airlines JSC in digital periodicals in Russian and foreign languages for broadcast to passengers				
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
180798,1	US dollar	36	months	63.9	63.9

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	15A Leninsky Avenue, Moscow
Term and Payment Procedure for Goods (Work. Service)	The remuneration to the Operator is paid by the Company on a monthly basis, by bank transfer, by a payment order to the Operator's current account specified in this Contract, no later than 15 (fifteen) business days after the end of the month of the actual provision of a selection of digital periodicals in Russian and foreign languages to passengers.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable: the procurement participant shall accept all the terms and conditions of the draft contract

Assessment and Comparing Criteria of Quotes

Lot No. 1	
Name of criterion 1	Amount of monthly remuneration for the provided access to digital periodicals, rubles/month (K1)
Principles for calculation of score for the criterion 1	The following equation is used for calculation of the score: $S_{bas} / S_{prop} \times K$, where S_{bas} – the best (smallest) proposal among all participants; S_{prop} – assessed proposal of the participant; K – the value of the maximum number of points for the criterion.
Maximum score for the criterion 1	50
Name of criterion 2	Number of additional digital periodicals to the basic list to which access is provided, pcs (K2)
	Appendix No. 2 to the Agreement contains a basic list of periodicals that shall be provided. The base list does not participate in the assessment of the criterion. Russian newspapers and magazines from the extended list shall have federal, international or local status and be included in the current ratings of Medialogia, SCAN-Interfax, Integrum or the analytical report of Levada Center "Russian Media Landscape". Media in foreign languages shall have permission from Roskomnadzor to distribute the products of foreign periodicals on the territory of the Russian Federation.
Principles for calculation of score for the criterion 2	The number of points is determined by the number of additional periodicals provided to the basic list: <ol style="list-style-type: none"> 1. The participant provided additional periodicals to the basic list: at least 60 federal and regional rating media, as well as at least 5 media in foreign languages (English, German, French, Spanish, Chinese) - 40 points are assigned to the bid. 2. The participant provided additional periodicals to the basic list: at least 40 federal and regional rating media, as well as at least 2 media in foreign languages (English, Chinese) - 30 points are assigned to the bid.

	<p>3. The participant provided additional periodicals to the basic list: at least 20 federal and regional rating media, as well as at least 1 media in English - 20 points are assigned to the bid.</p> <p>4. The participant provided additional periodicals to the basic list: less than 20 Russian federal, regional media and Russian media in foreign languages - 0 points are assigned to the bid.</p>	
Maximum score for the criterion 2		40
Name of criterion 3	Experience in providing services (K3)	
Principles for calculation of score for the criterion 3	<p>The number of points is determined by the number of previously concluded and/or valid contracts for the supply of electronic press for the period 2019-2021 (copies of the first and last pages) using the formula:</p> <p>$N_{prop}/N_{max} \times K$, where</p> <p>$N_{prop}$ - the assessed confirmed experience of providing services by the participant;</p> <p>N_{max} - the best (largest) confirmed experience in the provision of services among all participants;</p> <p>K – the value of the maximum number of points for the criterion.</p>	
Maximum score for the criterion 3		10
Maximum score		100

1. General Terms of the Procurement Procedure

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

No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services.

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

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

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

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

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own

initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of

the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of

applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

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

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

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

Appendix 1
to Procurement Documentation

Request for 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
<p>Quote:</p> <p>1. Amount of monthly remuneration for the provided access to digital periodicals, rubles/month _____ excluding VAT.</p> <p>2. Number of additional digital periodicals to the basic list to which access is provided, pcs _____.</p> <p>3. Experience in providing services _____ contracts.</p> <p>The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services _____.</p>
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-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request

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

for participation in the procurement, clarifying information submitted by us in it.	
4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.	
6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	
(DD) (MM) (YYYY)	

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

Appendix 2
to Procurement Documentation

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

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

OKPO _____
OKVED _____

4. Appendices to the Bidder Questionnaire Form:

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

participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
---	--

Contact person

_____ (state last name, first name, patronymic, telephone, fax, e-mail)

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

Principal

(title of the Principal)

_____ (signature)

_____ (state initials, last name)

SEAL

Date of Issuance

_____ (DD)

_____ (MM)

_____ (YYYY)

Terms of Reference

N o.	Procurement subject	A range of services to meet the needs of Rossiya Airlines JSC in digital periodicals in Russian and foreign languages for distribution on board aircraft operating flights of Rossiya Airlines JSC through the onboard entertainment and communications system IFE.ONE, the copyright holder of which is Aerogroup LLC.		
1	Nomenclature, goods (works, service) description	Units of measurement	Quantity (volume)	Possibility to replace (by equivalent)
2	Provision of a range of services to meet the needs of Rossiya Airlines JSC in digital periodicals in Russian and foreign languages for broadcasting to Rossiya Airlines JSC passengers through the onboard entertainment and communications system IFE.ONE: - provision of a press catalog integrated into the onboard entertainment system IFE.ONE; - updating the provided content in accordance with the release schedule of the respective media; - organization of content monitoring by keywords, which will allow, when uploading digital periodicals to the offline server on the board of the Company, to monitor the absence of information in the supplied copies of periodicals, the distribution of which is not allowed at transportation facilities by the requirements of Federal Law No. 38 "On Advertising" dated 13.03.2006	months	36	No
3	Place of delivery / performance of works / provision of services (address)	15A Leninsky Avenue, Moscow		
4	Terms or schedule of shipment/delivery of goods, duration of performance of works or services provision	as of the signing of the contract .2021 to 30.06.2024		
5	Requirements for the goods, works, services acceptance	Within five working days after the end of the billing period, the Operator provides the Company with an invoice for the amount of work performed and the Certificate of Services		

		<p>Rendered (hereinafter - the Certificate).</p> <p>The Company signs the Certificate within 5 (five) working days from the date of receipt of the Certificate from the Operator and transfers it to the Operator, or within the same period sends a written reasoned refusal to accept the work performed to the Operator.</p> <p>If the Operator does not receive within the specified period a written reasoned refusal of the Company to sign the Certificate, the works listed in the Certificate are considered accepted and are subject to payment in full.</p>
6	<p>Requirements for safety, quality, technical characteristics, functional characteristics (consumer features) of goods, work, services, to the size, package, shipment of goods, to work results established by the customer and stipulated by technical regulations according to the laws of the Russian Federation on technical regulation, by documents developed and used in the national standardization system, adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to confirmation of compliance of the goods supplied, work performed, service provided with needs of the customer.</p>	<p>The requirements provided for by technical regulations in accordance with the legislation of the Russian Federation on technical regulation, documents developed and applied in the national standardization system, adopted in accordance with the legislation of the Russian Federation on standardization, have not been established. The Customer's requirements for services are specified in Appendix No. 1 to the Terms of Reference "General Requirements". The Customer's technical requirements for services are specified in Appendix No. 2 to the Terms of Reference "Technical Requirements for the Selection of Digital Periodicals"</p>
7	<p>Requirements for the goods, works, services pricing: whether the goods, works, services price includes delivery, handling, insurance, installation, personnel training, customs duties, due while goods clearing for usage within the Customs Union etc.</p>	<p>The price of the services provided shall include all costs for providing content, updating it, monitoring, all taxes and fees provided for by the legislation of the Russian Federation. Initial (maximum) contract price, excluding VAT is USD 180798,1</p>
8	<p>Requirements for duration and scope of warranty for quality of goods, works, services</p>	<p>The Contractor undertakes to monitor the absence of articles in periodicals, the content of which is not allowed by the requirements of the current legislation of the Russian Federation on the media and on advertising at transportation facilities.</p>

General requirements

No.	Name	Description	Unit of measurement	Quantity
1	A range of services to meet the needs of Rossiya Airlines JSC in digital periodicals in Russian and foreign languages for distribution on board aircraft operating flights of Rossiya Airlines JSC through the onboard entertainment and communications system IFE.ONE, the copyright holder of which is Aerogroup LLC.	<p>The basic list of provided publications, subject to mandatory provision and not participating in the assessment of the criterion:</p> <ul style="list-style-type: none"> • Argumenty i Fakty • Vedomosti • Izvestia • Kommersant • Kommersant. Weekend • Komsomolskaya Pravda • Komsomolskaya Pravda. Weekly • Profil • Ogonek • Parlamentskaya Gazeta • RBC magazine • RBC Daily • Rossiyskaya Gazeta • Rossiyskaya Gazeta. Weekend Release • Sovetsky Sport • Business Traveller (English magazine) 	months	36

Technical Requirements for the Selection of Digital Periodicals

1. Passenger access channel to the selection of digital periodicals:
 - Streaming entertainment system IFE.ONE, the copyright holder of which is Aerogroup LLC;
2. Access to the selection of digital periodicals:
 - All passengers
3. Technical requirements for uploading data to the streaming entertainment system IFE.ONE:
 - Preliminary receipt by Aerogroup LLC via FTP www server of data from the Supplier; Upload format: RSS in JSON format or processed PDF files converted to PNG with text layer overlaid.
 - Restriction on the capacity allocated for storing the selection of digital periodicals - 2 GB;
 - Limit on the size of the transmitted package - 100 MB;
 - Data processing and editing by CSP;
 - Updating press data on onboard media servers after switching on;
 - Synchronization of data on passenger purchases and sending to CMS IFE.ONE
4. The provision of materials is possible in various types of viewers, which adapt to the type and size of the device (PED/gadget).

The data retrieval protocol is based on the basic RSS specification
<https://validator.w3.org/feed/docs/rss2.html>

JSON/RSS data structure for press section

Types of requests

Request type	Description
List of periodicals	With this request, the system receives a list of the latest issues of available periodicals.
Articles of periodicals	With this request, the system receives a list of updated data for the periodical.

"List of periodicals" request

Receiving news data begins with obtaining a list of the latest issues of available periodicals.

Request elements

Element	Description	Example
channel	The root element of the document. Contains a description of the available periodical	

	issues.	
title	Name of the document. Custom format.	List of periodicals from [CompanyName].
description	Description of the document. Optional, custom format	List of periodicals as of October 15, 2020 from [CompanyName]
language	Document language	RU
pubDate	Date of publication when the materials are published.	2020-06-15
lastBuildDate	Date the document was generated on the server side (UTC). Date of the last change of the document (UTC), the sign of the document update. Changing this value determines whether to search for updated log data. The field can be the same as pubDate, or different (depending on how the document is formed).	2020-06-15T10:41:33
generator	Optional, custom format.	RssGenerator ver. 1.23.5
item	Multiple elements describing periodicals. Fields are described below.	

<item> element fields (periodicals data)

Element	Description	Example
---------	-------------	---------

title	Title of the periodical.	Komsomolka
description	Description of the periodical issue, optional.	Issue of "Komsomolskaya Pravda" newspaper dated October 15, 2020 with a tab.
issueNumber	Periodical issue	57
link	Address where the list of articles of the specified periodical issue is located.	http://mycomp/rss/komsomolka/20200615
pubDate	Date of publication of the periodical. When the date and issueNumber are updated, the periodical will be re-read at the address indicated in the link.	2020-06-15
guid	Periodical ID. Line, custom format.	
image	Cover of the periodical. The cover can be either for the periodical as a whole or for a specific issue. Will be displayed when displaying the list of periodicals. It can be scaled, so it should not be overloaded with textual information. The size will be indicated later.	The format is indicated below.

Format of <image> element

Element	Description	Example
url	Link to image in JPG format	http://mycomp/rss/komsomolka/20200615/logo_okt15.jpg
title	Description of image. Optional.	October issue cover

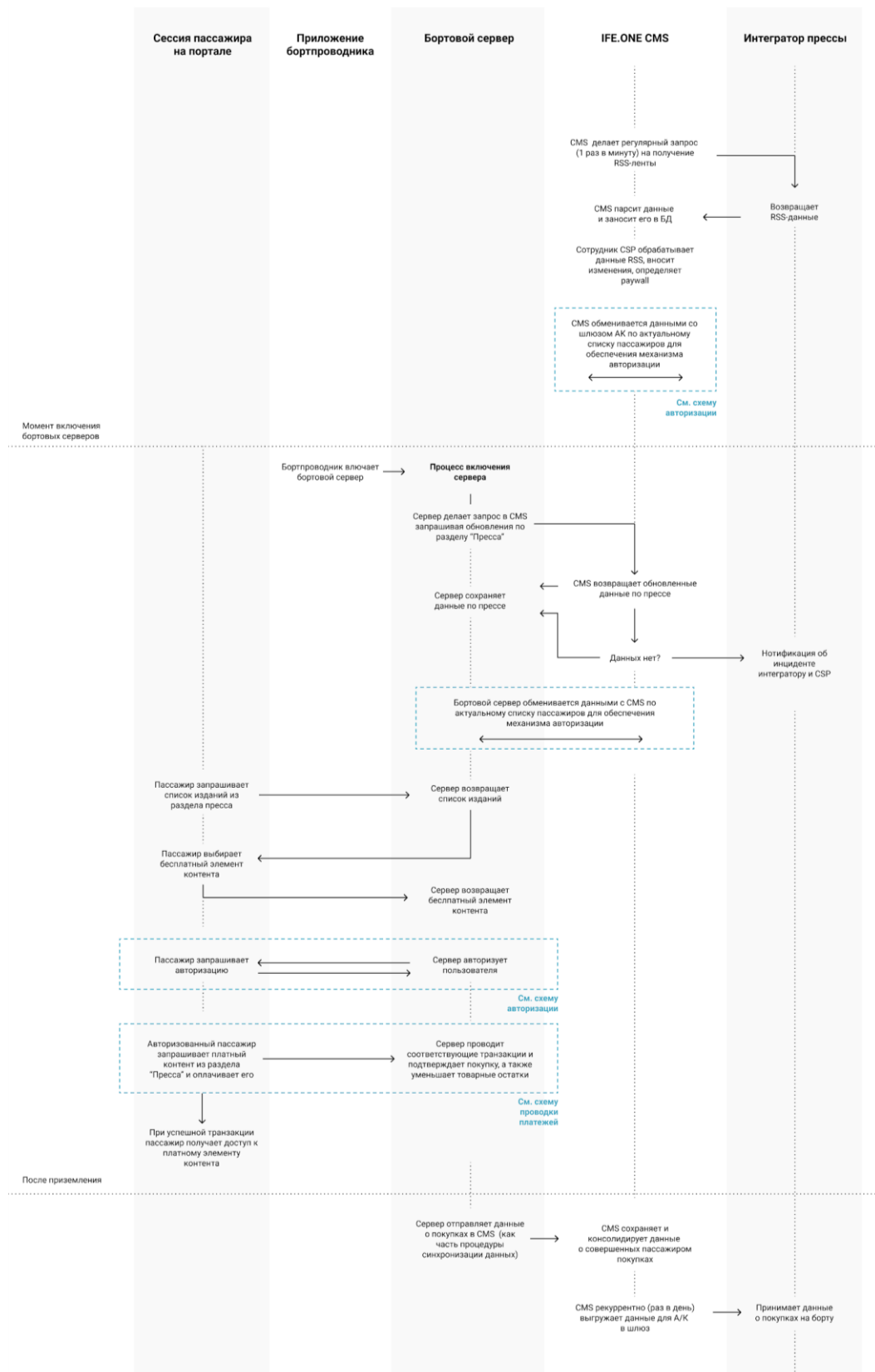
"Articles of the periodical" request

When the periodical data changes, the updated data will be requested at the address specified in <item.link>. The response format is described below.

Element	Description	Example
channel	The root element of the document. Contains a description of the articles of the periodical.	
title	Title of the periodical.	Populyarnaya Mekhanika.
description	Description of the periodical issue. Optional, custom format	Populyarnaya Mekhanika, October 2020
issueNumber	Periodical issue	57
language	Document language	RU
pubDate	Date of publication of the periodical.	2020-06-01
lastBuildDate	Date of formation of the RSS document with the last change in periodical (UTC).	2020-06-15T13:45:30
guid	Periodical ID. Line, custom format.	
generator	Optional, custom format.	RssGenerator ver. 1.23.5
image	Cover of the periodical issue. Displayed when viewing this periodical, may be in high quality.	
item	Multiple elements describing articles. Fields are described below.	

Fields of <item> element (periodical articles)

Element	Description	Example
title	Title of the article.	
description	Summary of the article. Encoded as data (CDATA block) and may contain markup tags.	<![CDATA[some text]]>
imageAnnounce	URL of the article image for article index.	http://mycomp/rss/komsomolka/20200615/okt15_index.jpg
image	URL of the image to be displayed in the article body.	http://mycomp/rss/komsomolka/20200615/okt15.jpg
content	Text of the article. Encoded as data (CDATA block) and may contain markup tags. The content cannot contain links, images, styles. Basic formatting with tags is allowed - , <p>, <i>, etc.	<![CDATA[some text]]>



Appendix 4
to Procurement Documentation

Draft Agreement

Договор № _____
на предоставление комплекса услуг по
обеспечению потребностей АО
«Авиакомпания «Россия» в периодических
изданиях в цифровом формате на русском
и иностранных языках

г. Санкт-Петербург «__» _____ 20__ г.

АО «Авиакомпания «Россия», именуемое в
дальнейшем «Общество», в лице
_____, действующего на основании
_____,
и

«_____», именуемое в
дальнейшем «Оператор», в лице
_____, действующей на основании
_____.

именуемые в подлежащих случаях по
отдельности «Сторона», а в совместном
упоминании - «Стороны», заключили
настоящий Договор, описывающий и
регулирующий отношения Сторон в части
оказания Оператором Обществу комплекса
услуг по обеспечению потребностей
Общества в периодических изданиях в
цифровом формате на русском и
и иностранных языках пассажирам.

1. Предмет Договора

1.1. В соответствии с условиями
настоящего Договора, Общество поручает, а
Оператор принимает на себя обязательства по
оказанию комплекса услуг по обеспечению
потребностей АО «Авиакомпания «Россия» в
периодических изданиях в цифровом
формате на русском и иностранных языках
для трансляции пассажирам Общества через
бортовую систему развлечений и
коммуникаций IFE.ONE (далее – «ресурс»),
правообладателем которой является ООО
«Аэрогруп».

Agreement No. _____

for the provision of a range of services to
meet the needs of Rossiya Airlines JSC in
digital periodicals in Russian and foreign
languages

Saint Petersburg _____, 20__

Rossiya Airlines JSC, hereinafter referred to
as the Company, represented by
_____, acting on the basis of
_____,
and

_____, hereinafter referred to as the
"Operator", represented by _____,
acting on the basis of _____.

referred to as the "Party" in appropriate cases,
and collectively referred to as the "Parties",
have entered into this Agreement, which
describes and regulates the relations of the
Parties in terms of the Operator's provision of
a range of services to the Company to meet
the Company's needs in digital periodicals in
Russian and foreign languages to passengers.

1. Subject Matter of the Agreement

1.1. In accordance with the terms of
this Agreement, the Company
instructs, and the Operator
undertakes to provide a range
of services to meet the needs of
Rossiya Airlines JSC in digital
periodicals in Russian and
foreign languages for
broadcasting to the Company's
passengers through the
onboard entertainment and

1.2. Требования к оказываемым услугам и сроки оказания услуг определяются базовым перечнем периодических изданий для распространения на бортах ВС (далее - Перечень), утвержденным в Приложении №2 к настоящему Договору.

1.3. В период действия настоящего Договора Общество имеет право принимать на себя аналогичные или сходные по своему содержанию обязательства перед третьими лицами в случае отсутствия аналогичного предложения со стороны Оператора.

1.4.Срок оказания услуг: ежемесячно, с as of the signing of the contract по 30.06.2024 или до момента израсходования максимальной стоимости услуг по настоящему Договору.

2. Основные обязательства сторон

2.1. По настоящему Договору Оператор обязуется формировать и предоставлять Обществу доступ к периодическим изданиям в цифровом виде в соответствии с Перечнем, посредством получения их ООО «Аэрогрупп» через FTP www-сервер для включения их Обществом в пакет электронных услуг, предоставляемых пассажирам через бортовую систему развлечений и коммуникации IFE.ONE, правообладателем которой является ООО «Аэрогрупп».

2.2. Изменение Перечня и количественного состава периодических изданий в цифровом виде может происходить по инициативе Сторон, но не чаще одного раза в квартал. При этом, Сторона, выражающая желание включить или исключить из Перечня какое-либо издание сообщает об этом противоположной Стороне в срок не позднее, чем за 30 календарных дней до начала квартала, в котором предполагается начать

communications system IFE.ONE (hereinafter referred to as the "resource"), the copyright holder of which is Aerogroup LLC.

1.2.The requirements for the services provided and the terms for the provision of services are determined by the basic list of periodicals for distribution on board the aircraft (hereinafter referred to as the List), approved in Appendix No. 2 to this Agreement.

1.3.During the term of this Agreement, the Company has the right to assume same or similar obligations to third parties in the absence of a similar offer from the Operator.

1.4.The term for the provision of services: monthly, as of the signing of the contract to 30.06.2024 or until the maximum cost of services under this Agreement is spent.

2. General Obligations of the Parties

2.1.Under this Agreement, the Operator undertakes to form and provide the Company with access to digital periodicals in accordance with the List, by receiving them by Aerogroup LLC via FTP www server for inclusion by the Company in the package of electronic services provided to passengers via the onboard entertainment and communication system IFE.ONE, the copyright holder of which is Aerogroup LLC.

2.2.Changes in the List and quantitative composition of digital periodicals may be initiated by the Parties, but not more often than once a quarter. At the same time, the Party

или прекратить распространение данного издания. Сторона, получившая предложение, обязана в течение трех рабочих дней предоставить мотивированный отказ либо согласие на изменение Перечня и количественного состава. Обмен согласующими письмами является достаточным основанием для изменения Перечня и количественного состава периодических печатных изданий.

2.3. Оператор обязуется осуществлять контроль по отсутствию в периодических изданиях статей, содержание которых не допускается требованиями ФЗ N 38 "О рекламе" от 13.03.2006 на объектах транспорта.

2.4. Перечень ключевых слов для контроля статей будет определен в дополнительном приложении к данному договору.

2.5. В случае невозможности предоставления электронной версии издания из Перечня, по причинам, указанным в п.2.3. настоящего Договора, Оператор уведомляет Общество путем направления электронного письма на адрес: d.efremov@rossiya-airlines.com. При этом, замена издания на аналогичное не производится.

2.6. Оператор в отношениях с третьими лицами при исполнении обязательств, предусмотренных п.2 настоящего Договора, действует от своего имени и за свой счет, при этом Оператор осуществляет данную деятельность в интересах Общества и в соответствии с его требованиями, установленными настоящим Договором и приложениями к нему.

2.7. Стороны обязуются предоставлять друг другу отчетность по настоящему Договору в порядке, установленном настоящим Договором и приложениями к нему.

2.7.1. Оператор обязуется не позднее 5 (Пяти) рабочих дней с момента окончания отчетного месяца предоставить Обществу для подписания Акт сдачи-приемки оказанных услуг, реестр подборки периодических изданий в цифровом виде, переданных Оператором Обществу.

2.7.2. Общество обязуется не позднее 5 (Пяти) рабочих дней с момента получения Акта подписать его со своей стороны или

expressing a desire to include or exclude any periodical from the List notifies the opposite Party about this no later than 30 calendar days before the beginning of the quarter in which it is supposed to start or stop distribution of this periodical. The Party that received the offer is obliged to provide a reasoned refusal or consent to change the List and the quantitative composition within three working days. Exchange of approval letters is sufficient reason to change the List and quantitative composition of periodicals.

2.3.The Operator undertakes to monitor the absence of articles in periodicals, the content of which is not allowed by the requirements of Federal Law No. 38 "On Advertising" dated 13.03.2006 at transportation facilities.

2.4.The list of keywords will be defined in the supplementary appendix hereto.

2.5.If it is impossible to provide an electronic version of the periodical from the List, for the reasons specified in Clause 2.3. of this Agreement, the Operator notifies the Company by sending an e-mail to rossiya-airlines.com. At the same time, the periodical is not replaced with a similar one.

2.6.The Operator, in relations with third parties when fulfilling the obligations provided for in Clause 2 of this Agreement, acts on its own behalf and at its own expense, while the Operator carries out this activity in the interests of the Company and in accordance with its requirements established by this Agreement

представить письменные возражения по указанному Акту. В случае неподписания Обществом в течение 5 (Пяти) рабочих дней Акта, ненаправления 2-го экземпляра подписанного Акта или не предоставления мотивированного отказа в подписании в тот же срок наступают следующие последствия:

- услуги считаются принятыми Обществом;
- обязательства Оператора считаются выполненными надлежащим образом и подлежат оплате в полном объеме.

3. Вознаграждение и порядок расчетов

3.1. Ежемесячное вознаграждение Оператору за передаваемый в соответствии с п.2.1. настоящего Договора доступ к периодическим изданиям в цифровом виде в соответствии с Перечнем, подлежащее уплате Обществом, составляет _____

and appendices hereto.

2.7.The Parties undertake to provide each other with reports under this Agreement in the manner prescribed by this Agreement and appendices hereto.

2.7.1. The Operator undertakes, no later than five (5) working days from the end of the reporting month, to provide the Company for signing the Acceptance Certificate of Services Rendered, the register of the selection of digital periodicals transferred by the Operator to the Company.

2.7.2. The Company undertakes not later than five (5) working days from the date of receipt of the Certificate to sign it on its part or to submit written objections to the specified Certificate. If the Company does not sign the Certificate within 5 (Five) working days, fails to send the 2nd copy of the signed Certificate, or fails to provide a reasoned refusal to sign within the same period, the following consequences occur:

- services are considered accepted by the Company;
- the Operator's obligations are considered to be duly fulfilled and are payable in full.

3. Remuneration and Settlement Procedure

3.1.Monthly remuneration to the Operator for transferred access in accordance with Clause 2.1. of this Agreement to digital periodicals in accordance with the List payable by the Company isUSD _____

(_____) долларов США _____
центов, включая НДС по ставке
20% в размере _____
(_____) рублей ____ копеек.

Стоимость услуг указана в долларах США,
расчеты осуществляются в рублях по курсу
ЦБ РФ на день оплаты

3.2. Изменение стоимости
услуг в течение срока действия
настоящего Договора возможны
не иначе, как по дополнительному
письменному соглашению
Сторон.

3.3. Вознаграждение
Оператору, предусмотренное п.

3.1. настоящего Договора,
уплачивается Обществом
ежемесячно, в безналичном
порядке, платежным поручением
на расчетный счет Оператора,
указанный в настоящем Договоре,
в срок не позднее 15 (пятнадцати)
рабочих дней после окончания
месяца фактического
предоставления подборки
периодических изданий в
цифровом виде на русском и
иностранных языках пассажирам.

3.4. Датой осуществления
Обществом платежа Стороны
считают дату списания денежных
средств с корреспондентского
счета банка Общества.

3.5. Основанием для
осуществления ежемесячного
платежа являются выставленные
Оператором Обществу и
подписанные Сторонами в срок не
позднее 5 календарных дней со
дня окончания очередного месяца
Акт сдачи-приемки оказанных
услуг, а также выставленные
Оператором Обществу счета к
оплате и счета-фактуры (*только
для компаний РФ*) или счет (для
иностранных компаний) за
предоставление подборки
периодических изданий в
цифровом виде на русском и
иностранных языках пассажирам.
При этом, акты и счета-фактуры

(_____) _____ cent,
including VAT at the rate of
20% in the amount of
_____ (_____) rubles
____ kopecks.

Cost of Services is specified in USD dollars,
the payments are made in Rubles at the
exchange rate of the Central Bank of the
Russian Federation on the date of payment.

3.2.Changes in the cost of services
during the term of this
Agreement are possible only
by the supplementary
agreement in writing of the
Parties.

3.3.The Operator's remuneration
provided for in Clause 3.1. of
this Agreement is paid by the
Company on a monthly basis,
by bank transfer, by a payment
order to the Operator's current
account specified in this
Agreement, no later than 15
(fifteen) working days after the
end of the month of actual
provision of the selection of
digital periodicals in Russian
and foreign languages to
passengers.

3.4.The Parties consider the date of
debiting funds from the
correspondent account of the
Company's bank as the date of
the payment by the Company.

3.5.The basis for the monthly
payment are, the Acceptance
Certificate for Services
Rendered, as well as the
invoices for payment and
invoices issued by the Operator
to the Company for providing
the selection of digital
periodicals in Russian and
foreign languages to
passengers issued by the
Operator to the Company and
signed by the Parties no later
than 5 calendar days from the
end of the next month. At the
same time, certificates and

датируются Сторонами последним календарным днем месяца, в котором происходило использование оказание услуг.

3.6. Для нерезидентов счета/акты должны быть сформированы в валюте договора, оплата для резидентов в соответствии с п.3.1.

3.7. Предельная сумма Договора за весь период действия не превысит _____ (_____) долларов США _____ центов без учета НДС. Ставка НДС применяется в соответствии с действующим законодательством на момент оказания услуг.

3.8. Стороны согласились, что все расходы по переводу денежных средств оплачиваются отправителем.

4. Ответственность Сторон

4.1. В случае неисполнения или ненадлежащего исполнения обязательств по настоящему Договору Стороны несут ответственность в соответствии с действующим законодательством Российской Федерации.

4.2. В случае нарушения условий, указанных в пунктах 2.1., 2.2., 2.3. настоящего Договора, Общество имеет право полностью отказаться от приемки и оплаты подборки периодических изданий в цифровом виде на русском и иностранных языках за соответствующий расчётный период.

4.3. В случае неоднократных (более чем два раза) нарушений условий, описанных в пунктах 2.1, 2.2, 2.3 настоящего Договора, Общество вправе расторгнуть Договор в одностороннем внесудебном порядке с письменным уведомлением Оператора. В этом случае договор

invoices are dated by the Parties on the last calendar day of the month in which the services were used.

3.6.The maximum amount of the Agreement for the entire term will not exceed USD _____ (_____) cent excluding VAT. The VAT rate is applied in accordance with applicable law at the time of the provision of services.

3.7.For non-residents, accounts / acts must be generated in the currency of the agreement, payment for *Russian companies* in accordance with clause 3.1.

3.8.The parties agreed that all costs of transferring funds are to be borne by the sender.

4. Liability of the Parties

4.1.In case of non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

4.2.In case of violation of the conditions specified in Clauses 2.1., 2.2., 2.3. of this Agreement, the Company has the right to completely refuse to accept and pay for the selection of digital periodicals in Russian and foreign languages for the corresponding billing period.

4.3.In case of repeated (more than two times) violations of the conditions described in Clauses 2.1, 2.2, 2.3 of this Agreement, the Company has the right to terminate the Agreement unilaterally out of court with written notification to the Operator. In this case, the Agreement is considered

считается расторгнутым с момента получения Оператором соответствующего уведомления.

4.4. В случае несвоевременного перечисления денежных средств Обществом в соответствии с разделом 4 настоящего Договора Оператор вправе приостановить оказание услуг до поступления денежных средств на его расчетный счет в размере 100% от задолженности.

4.5. В случае нарушения условий настоящего договора Общество вправе потребовать уплаты пени в размере 10 процентов цены договора.

4.6. Пени начисляются за каждый день просрочки исполнения Оператором обязательства, предусмотренного договором, начиная со дня, следующего после дня истечения установленного договором срока исполнения обязательства, и устанавливается договором в размере одной трёхсотой действующей на дату уплаты пени ключевой ставки Центрального банка Российской Федерации от цены договора (отдельного этапа исполнения договора), уменьшенной на сумму, пропорциональную объёму обязательств, предусмотренных договором (соответствующим отдельным этапом исполнения договора) и фактически исполненных Оператором, за исключением случаев, если законодательством Российской Федерации установлен иной порядок начисления пени.

4.7. Штрафы начисляются за неисполнение или ненадлежащее исполнение Оператором обязательств, предусмотренных договором, за исключением просрочки исполнения Оператором обязательств (в том числе гарантийного

terminated from when Operator receives the corresponding notice.

4.4. In case of untimely transfer of funds by the Company in accordance with Section 4 of this Agreement, the Operator has the right to suspend the provision of services until the receipt of funds to its current account in the amount of 100% of the debt.

4.5. In case of violation of the terms of this Agreement, the Company has the right to demand payment of a penalty in the amount of 10 percent of the price of the Agreement.

4.6. Penalty is charged for each day of delay in the performance by Operator of the obligations stipulated by the Agreement, starting from the day following the day of expiry of the term for performance of obligations established by the Agreement, and is established by the Agreement in the amount of one three hundredth of the key rate of the Central Bank of the Russian Federation effective on the date of payment of the penalty interest of the price of the Agreement (a separate stage of the execution hereof), reduced by the amount proportional to the amount of obligations stipulated by the Agreement (corresponding to a separate stage of the execution hereof) and actually fulfilled by Operator unless the legislation of the Russian Federation establishes a different procedure for calculating penalties.

4.7. Fines are charged for failure or improper performance by Operator of the obligations stipulated by the Agreement, except for the delay in the

обязательства), предусмотренных договором. Размер штрафа устанавливается в размере 10 процентов цены договора.

performance by Operator of the obligations (including the warranty obligation) provided for by the Agreement. The amount of the fine shall be set at 10 percent of the agreement price.

5. Заверения об обстоятельствах

5.1. Сторона, которая при заключении договора либо до или после его заключения дала другой стороне недостоверные заверения об обстоятельствах, имеющих значение для заключения договора, его исполнения или прекращения (в том числе относящихся к предмету договора, полномочиям на его заключение, соответствии договора применимому к нему праву, наличию необходимых лицензий и разрешений, своему финансовому состоянию либо относящихся к третьему лицу), обязана возместить другой стороне по ее требованию убытки, причиненные недостоверностью таких заверений, или уплатить предусмотренную договором неустойку.

Признание договора незаключенным или недействительным само по себе не препятствует наступлению последствий. Ответственность наступает, если сторона, предоставившая недостоверные заверения, исходила из того, что другая сторона будет полагаться на них, или имела разумные основания исходить из такого предположения.

5.2. Сторона, полагавшаяся на недостоверные заверения, имеющие для нее существенное значение, наряду с требованием о возмещении убытков или взыскании неустойки также вправе отказаться от договора, если иное не предусмотрено соглашением сторон.

5.3. Сторона, заключившая

5. Warranties and Representations

5.1. The Party that, at the conclusion of the Agreement, or before or after its conclusion, gave the other Party false assurances about the circumstances that are important for the conclusion of the Agreement, its execution or termination (including those related to the subject of the Agreement, the authority to conclude it, the compliance of the Agreement with the law applicable to it, the presence of the necessary licenses and permits, its financial condition or related to a third party), is obliged to compensate the other Party at its request for losses caused by the inaccuracy of such assurances, or pay the forfeit stipulated by the Agreement.

Recognition of the Agreement as not concluded or invalid shall not in itself preclude the onset of consequences. Liability arises if the Party who provided the false assurances proceeded on the assumption that the other Party would rely on them, or had reasonable grounds to proceed from such an assumption.

5.2. The Party who has relied on untrue representations by the other Party which are material to it shall also have the right to withdraw from the Agreement in addition to the claim for damages or liquidated damages, unless otherwise provided by agreement of the

договор под влиянием обмана или существенного заблуждения, вызванного недостоверными заверениями, данными другой стороной, вправе вместо отказа от договора (пункт 5.2.) требовать признания соответствующих условий договора недействительным (статьи 179 и 178 ГК РФ).

5.4. Последствия, предусмотренные пунктами 5.1. и 5.2., применяются к стороне, давшей недостоверные заверения при осуществлении предпринимательской деятельности, а равно и в связи с корпоративным договором либо договором об отчуждении акций или долей в уставном капитале хозяйственного общества, независимо от того, было ли ей известно о недостоверности таких заверений, если иное не предусмотрено соглашением сторон. В случаях, предусмотренных пунктом 5.1. предполагается, что сторона, предоставившая недостоверные заверения, знала, что другая сторона будет полагаться на такие заверения.

5.5. Если какое-либо условие настоящего Договора будет признано недействительным или незаконным, недействительность или незаконность соответствующего условия не повлечет незаконности или недействительности других положений Договора или их части, которые продолжают действовать в полном объеме.

6. Действие обстоятельств непреодолимой силы

6.1. Ни одна из сторон не будет нести ответственность за невыполнение своих обязательств по договору в срок, если

Parties.

5.3. The Party that has entered into the Agreement under the influence of deception or material delusion caused by inaccurate assurances given by the other Party has the right, instead of the withdrawal from the Agreement (Clause 5.2.), to demand that the relevant terms of the Agreement be declared invalid (Articles 179 and 178 of the Civil Code of the Russian Federation).

5.4. The consequences provided for in Clauses 5.1. and 5.2. are applied to the Party who gave false assurances in the course of entrepreneurial activity, as well as in connection with a corporate agreement or an agreement on the disposal of shares or stakes in the authorized capital of a business entity, regardless of whether it was aware of the unreliability of such assurances, unless otherwise provided by agreement of the Parties. In the cases provided for in Clause 5.1., it is assumed that the Party providing the false assurances knew that the other Party would rely on such assurances.

5.5. If any term of this Agreement is found to be invalid or unlawful, the invalidity or unlawfulness of the corresponding condition will not entail the illegality or invalidity of other provisions of the Agreement or part of them, which remain in effect in full.

6. Force Majeure Circumstances

6.1. None of the parties will be liable for failure to fulfill their obligations under the Agreement on time, if the

неисполнение будет являться следствием ОНС, то есть чрезвычайных и непредвиденных обстоятельств, возникающих в период действия договора, на которые затронутая ими сторона (далее – Затронутая сторона) не может реально воздействовать и которые она не могла реально предвидеть (в том числе наводнения, землетрясения, извержения вулкана и иные стихийные бедствия, войны и военные действия, блокады, запрещение импорта или экспорта, изменения законодательства). Пожары и забастовки признаются ОНС, если они не являются результатом виновного и/или неосторожного действия/бездействия Затронутой стороны и/или контролируемых ей 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 ОНС, 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.

6.2. Затронутая сторона обязана незамедлительно, но не позднее 7 (семи) календарных дней с момента наступления ОНС, уведомить в письменном виде другую сторону об их наступлении, предполагаемом сроке действия, по возможности дать оценку их влияния на исполнение (включая срок исполнения) обязательств по договору, за исключением случаев, когда такое уведомление невозможно в силу действия

failure is a consequence of force majeure circumstances, that is, extraordinary and unforeseen circumstances arising during the term of the Agreement, for which the party affected (hereinafter referred to as the Affected Party) cannot really influence and which it could not really foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and hostilities, blockades, ban on imports or exports, changes in legislation). Fires and strikes are recognized as the force majeure if they are not the result of a guilty and/or negligent act/omission of the Affected Party and/or persons controlled by it (employees, contractors, consultants and others).

Malfunctions/interruptions in the operation of equipment and/or software used by the Affected Party, damage to lines and/or communication facilities are the force majeure only if they are caused by the action of natural and/or man-made factors and are not the result of a guilty and/or reckless action/inaction of the Affected Party and/or third parties.

6.2. The Affected Party is obliged to immediately, but no later than 7 (seven) calendar days from the onset of the force majeure, notify the other party in writing thereof, the expected term, if possible, assess their impact on the performance (including the performance period) of obligations under the Agreement, except in cases where such notice is impossible due to the action of

таких обстоятельств. По прекращении действия ОНС Затронутая сторона обязана в те же сроки уведомить об этом другую сторону с указанием предполагаемого срока исполнения обязательств по договору.

6.3. Отсутствие либо несвоевременное уведомление о наступлении ОНС лишает Затронутую сторону права на освобождение от ответственности за неисполнение обязательств по настоящему договору.

6.4. По требованию другой стороны Затронутая сторона обязана предоставить официальный документ, выданный компетентным государственным органом или организацией, подтверждающий факт наступления событий, являющихся ОНС.

6.5. Возникновение ОНС продлевает срок исполнения обязательств по договору на период, соответствующий времени действия указанных обстоятельств, с учётом разумного срока для устранения их последствий, если стороны не договорились об ином.

6.6. В случае если ОНС и их последствия будут продолжаться более 30 (тридцати) календарных дней, то каждая из сторон вправе в одностороннем внесудебном порядке потребовать расторжения договора.

7. Порядок разрешения споров

7.1. Все споры, связанные с исполнением (изменением или расторжением) настоящего Договора, Стороны стремятся разрешить путем переговоров.

7.2. В случае не достижения согласия путем переговоров Стороны урегулируют споры,

such circumstances. Upon termination of the force majeure, the Affected Party is obliged to notify the other party thereof within the same time frame, indicating the expected date of performance of obligations hereunder.

6.3. The absence or untimely notice of the force majeure deprives the Affected Party of the right to be exempt from liability for failure to fulfill obligations hereunder.

6.4. At the request of the other party, the Affected Party is obliged to provide an official document issued by a competent government authority or organization, confirming the fact of the occurrence of events that are force majeure.

6.5. The emergence of force majeure extends the term for fulfilling the obligations under the Agreement for a period corresponding to the duration of the specified circumstances, taking into account a reasonable period for eliminating their consequences, unless the Parties have agreed otherwise.

6.6. If the force majeure and their consequences continue for more than 30 (thirty) calendar days, then each of the parties has the right to unilaterally extrajudicially demand termination of the Agreement.

7. Settlement of Disputes

7.1. The Parties strive to resolve all disputes related to the execution (change or termination) of this Agreement through negotiations.

7.2. If no agreement is reached through negotiations, the

указанные в п.7.1, в досудебном (претензионном) порядке.

7.3. Претензия предъявляется в письменной форме. В претензии излагается мотивированное требование заявителя.

7.4. Претензия направляется по месту нахождения адресата по почте заказным письмом с уведомлением о вручении либо курьером с вручением адресату под расписку.

7.5. В случае получения заявителем претензии отказа в добровольном удовлетворении требований другой стороной, либо неполучения ответа в течение 30 календарных дней с даты направления претензии, заявитель претензии вправе передать спор на рассмотрение в Арбитражный суд г. Санкт-Петербург или Ленинградской области в установленном законодательством Российской Федерации порядке.

8. Срок действия Договора, его изменение и расторжение

8.1. Настоящий Договор вступает в силу с as of the signing of the contract и действует по 30.06.2024.

8.2. Все изменения и дополнения к настоящему договору действительны только в случае письменного согласия на то обеих сторон.

8.3. Каждая из сторон вправе расторгнуть Договор в одностороннем внесудебном порядке с письменным уведомлением и отметкой о вручении другой Стороне не менее чем за 30 (тридцать) календарных дней до даты расторжения Договора. При этом все взаиморасчеты должны быть завершены по факту оказания услуг на предполагаемую дату расторжения Договора.

8.4. Расторжение Договора

Parties will settle the disputes specified in Clause 7.1 in a pre-trial (claim) procedure.

7.3.The claim shall be made in writing. The claim sets out the reasoned demand of the claimant.

7.4.The claim is sent to the addressee's location by registered mail with delivery notification or by courier with delivery to the addressee against receipt.

7.5.If the claimant receives a refusal to voluntarily satisfy the claims by the other Party, or does not receive a response within 30 calendar days from the date of sending the claim, the claimant has the right to submit the dispute for consideration to the Commercial Court of Saint Petersburg or the Leningrad Region in the manner prescribed by the legislation of the Russian Federation.

8. Term of the Agreement, its amendment and termination

8.1.This Agreement enters into force from as of the signing of the contract and is valid until 30.06.2024.

8.2.All changes and additions to this Agreement are valid only in case of written consent of both Parties.

8.3.Each of the Parties has the right to terminate the Agreement unilaterally out of court with written notification and a mark of delivery to the other Party at least 30 (thirty) calendar days before the date of termination of the Agreement. In this case, all settlements shall be completed upon the provision of services as of the expected date of termination of the Agreement.

не освобождает Стороны от исполнения обязательств, возникших до даты расторжения.

8.5. Изменение существенных условий договора (о предмете, объёме, сроках) в период его действия по инициативе Оператора не допускается. В случае одностороннего изменения Оператором существенных условий договора должны быть предусмотрены право Общества начислить неустойку и обязанность Оператора оплатить начисленную неустойку.

8.6. Привлечение субподрядчиков (субисполнителей) по договору возможно только с согласия Общества. В случае привлечения субподрядчика Оператор отвечает перед Обществом за действия привлечённого субподрядчика как за свои собственные. Возложение ответственности напрямую на субподрядчика (субисполнителя) недопустимо.

9. Конфиденциальность

9.1. Стороны обязуются не разглашать конфиденциальную информацию и не использовать ее, кроме как в целях исполнения обязательств по настоящему Договору. Сторона, которой предоставлена конфиденциальная информация, обязуется принять меры к ее защите не меньшие, чем принимаемые ею для защиты собственной конфиденциальной информации.

9.2. Конфиденциальной считается информация, полученная в рамках выполнения настоящего Договора и содержащая в том числе, но не ограничиваясь этим: коммерческую тайну, персональные данные либо иную

8.4. Termination of the Agreement shall not release the Parties from the fulfillment of obligations that arose before the date of termination.

8.5. Changes to the essential conditions of the Agreement (on the subject, scope, term) during its term at the initiative of the Operator are not allowed. In the event of a unilateral change by the Operator of the essential terms of the Agreement, the right of the Company to charge a penalty and the Operator's obligation to pay the calculated penalty shall be provided.

8.6. Involvement of subcontractors under the Agreement shall be allowed only with the consent of the Company. If the subcontractor is involved, the Operator shall be liable to the Company for the actions of the involved subcontractor as for its own. Imposing responsibility directly on the subcontractor (subcontractor) is unacceptable.

9. Confidentiality

9.1. The Parties shall not to disclose confidential information and not to use it, except for the purpose of fulfilling obligations under this Agreement. The Party that received confidential information shall take measures for its protection of at least equivalent to measures taken for protection of own confidential information.

9.2. Confidential information is considered to be information obtained under this Agreement and containing, including, but not limited to: trade secrets, personal data or other legally protected information or

охраняемую законом информацию или информацию, которая в момент передачи обозначена передающей ее стороной грифом «Конфиденциально» либо «Строго конфиденциально» с указанием полного наименования и адреса места нахождения ее обладателя.

9.3. Сторона, допустившая разглашение конфиденциальной информации либо не выполнившая иные требования по обеспечению ее конфиденциальности, несет ответственность в соответствии с законодательством Российской Федерации.

9.4. Конфиденциальная информация может предоставляться компетентным государственным органам и регуляторам рынка ценных бумаг в случаях и в порядке, предусмотренных действующим законодательством, что не влечет за собой наступление ответственности за ее разглашение.

9.5. Обязательства Сторон, изложенные в настоящем разделе, действуют в течение срока действия настоящего Договора и 3 (трех) лет после его прекращения.

information that at the time of transfer is designated by the transmitting party as "Confidential" or "Strictly Confidential" indicating the full name and address of the location of its owner.

9.3. The Party allowing the disclosure of confidential information or failing to fulfill other requirements on provision of its confidentiality shall bear responsibility according to the laws of Russian Federation.

9.4. Confidential information may be provided to competent state bodies and regulators of the securities market in the cases and in the manner prescribed by the current legislation, which shall not entail liability for its disclosure.

9.5. The obligations of the Parties set forth in this Section are valid during the term of this Agreement and three (3) years after its termination.

10. Антикоррупционная оговорка

10.1. При исполнении своих обязательств по Договору 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 действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.

10.2. При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для

10. Anti-Corruption Clause

10.1. When performing their obligations hereunder, the PARTIES, their employees shall not pay, offer to pay or authorize payment, directly or indirectly, of any money or values to any persons to influence actions or decisions of these persons with a view to obtain any undue advantages or to pursue other improper objectives.

10.2. When discharging their obligations hereunder, the Parties, their employees shall not take actions qualified as applied for the purposes of the Contract by the law as giving/accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as

целей Договора 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.

10.3. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пунктов 10.1 и 10.2, 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 пунктов 10.1 и 10.2 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым 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, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 10 (десяти) календарных дней с даты получения письменного уведомления.

10.4. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пунктах 10.1 и 10.2, другая Сторона имеет право расторгнуть Договор в одностороннем

well as actions violating the requirements of the applicable law and international acts on anti-money laundering.

10.3. If a Party has a suspicion that violation of any provisions of Clauses 10.1 and 10.2 has taken place or may take place, the respective Party shall notify the other Party in written form. In the written notice, the Party shall refer to facts or provide materials with credible evidence or basis for assumption that violation of any provisions of Clauses 10.1 and 10.2 has taken place or may take place by the other Party, its employees consisting in actions qualified by the applicable law as giving or taking a bribe, commercial bribery, illegal gratification, abuse of authority, as well as actions violating the requirements of applicable law and international acts on anti-money laundering. Upon receipt of the written notice, the Party to which it was sent, shall direct a confirmation that the violation did not happen or will not happen. This confirmation shall be directed within ten (10) calendar days from the date of receipt of the written notice.

10.4. In case of violation of obligations to restrain from actions specified in Clauses 10.1 and 10.2 by one Party, the other Party has the right to terminate the Agreement at its discretion without recourse to court action, by directing a written notice on termination. The Contract shall be deemed terminated after thirty (30) calendar days from the date of the Party receipt of the corresponding written notice about termination hereof. The Party initiating termination hereof, according to provisions of this Clause, shall be entitled to request compensation of real damage occurring as a result of such Agreement termination. Time limits for compensation of damages shall be thirty (30) calendar days from the date of receipt of the relevant claim by the Party on whose initiative the Agreement has been terminated.

внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.

11. Прочие условия

- 11.1. Настоящий Договор составлен и подписан в 2 (Двух) экземплярах на русском языке, имеющих одинаковую юридическую силу, по 1 (Одному) экземпляру для каждой из Сторон.
- 11.2. Не позднее даты подписания настоящего Договора Оператор обязан представить Обществу сведения в отношении всей цепочки собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения 3 к Договору, с предоставлением подтверждающих документов в случае каких-либо изменений в указанной цепочке собственников, в том числе конечных бенефициаров, или в составе исполнительных органов Оператор обязан незамедлительно уведомлять об этом Общество с приложением подтверждающих документов.
- 11.3. В случае нарушения обязательств по данному пункту или отказа от их выполнения Общество вправе в одностороннем внесудебном порядке отказаться от Договора (расторгнуть Договор), уведомив об этом Оператора

11. Miscellaneous

- .1. This Agreement is drawn up and signed in two (2) copies in Russian, having the same legal force, one (1) copy for each of the Parties.
- .2. Not later than the date of signing this Agreement, the Operator is obliged to provide the Company with information regarding the entire chain of owners (beneficiaries), including ultimate beneficiaries, as well as regarding the composition of executive bodies in the form of Appendix 3 to the Agreement, with the provision of supporting documents in case of any changes in the specified the chain of owners, including the ultimate beneficiaries, or as part of the executive bodies, the Operator is obliged to immediately notify the Company about this with supporting documents attached.
- .3. In case of violation of obligations under this Clause or refusal to fulfill them, the Company has the right to unilaterally and extrajudicially withdraw from the Agreement (terminate the Agreement) by notifying the Operator fifteen (15) calendar days prior to the date of termination.
- .4. In the event of a change in Parties' addresses (location, mailing address), bank

- за 15 (пятнадцать) календарных дней до даты расторжения.
- 11.4. В случае изменения своих адресов (места нахождения, почтового), банковских реквизитов, отгрузочных реквизитов каждая из Сторон обязана в срок 5 (пять) рабочих дней уведомить об этом другую Сторону и несет риск последствий, вызванных отсутствием у другой Стороны указанных сведений. Указанные изменения вступают в силу для другой Стороны с даты их получения.
- 11.5. Любое уведомление, сообщение или информация, связанные с исполнением, изменением или расторжением настоящего Договора, если иное прямо не предусмотрено настоящим Договором, направляются Сторонами в письменном виде, в адрес места нахождения другой Стороны заказным письмом с уведомлением о вручении либо курьером с вручением адресату под расписку, а также могут передаваться по e-mail. Уведомления, сообщения или информация, переданные посредством e-mail, считаются доставленными с момента их направления, а направленные курьером или по почте – с момента их получения адресатом.
- 11.6. Оператор не имеет права передавать свои права и обязанности по настоящему Договору третьим лицам без предварительного письменного согласия Общества.
- 11.7. Права и обязанности сторон, прямо не предусмотренные в настоящем Договоре, определяются в соответствии с действующим законодательством Российской Федерации.
- 11.8. Настоящий Договор может быть дополнен/изменен только с обоюдного согласия Сторон путем составления Приложения/Дополнительного соглашения в письменном виде, скрепленного подписями и печатями полномочных представителей обеих Сторон.
- 11.9. Любые изменения и дополнения
- details, shipping details, each of the Parties shall notify the other Party within five (5) business days and bear the risk of consequences caused by the lack of the specified details by the other Party. These changes come into force for the other Party from the date of their receipt.
5. Any notice, message or information related to the execution, change or termination of this Agreement, unless otherwise expressly provided for by this Agreement, shall be sent by the Parties in writing to the location of the other Party by registered mail with acknowledgment of receipt or by courier with delivery to the addressee against receipt, and can also be sent by e-mail. Notices, messages or information sent by e-mail are considered delivered from the moment they are sent, and if sent by courier or by mail - from the moment they are received by the addressee.
6. The Operator has no right to transfer its rights and obligations under this Agreement to third parties without the prior written consent of the Company.
7. The rights and obligations of the Parties not expressly provided for in this Agreement are determined in accordance with the current legislation of the Russian Federation.
8. This Agreement may be supplemented/amended only with the mutual consent of the Parties by drawing up the Appendix/Supplementary Agreement in writing, signed and sealed by the authorized representatives of both Parties.
9. Any changes and additions come into effect from the moment they are signed by the authorized representatives of the Parties and the signatures are affixed with the seals of the Parties, and are valid during the term of the Agreement, unless otherwise provided. The powers of the representatives of the Parties are confirmed by copies of documents and provided upon request within three (3) business days.
10. The titles of the Articles of this Agreement are used solely for the convenience of using the text and cannot determine the relations of the Parties regulated in the specific provisions of this

вступают в действие с момента их подписания полномочными представителями Сторон и скрепления подписей печатями Сторон, и действуют в течение срока действия Договора, если не предусматривают иного. Полномочия представителей Сторон подтверждаются копиями документов и предоставляются по требованию в течение 3 (трех) рабочих дней.

- 11.10. Названия статей настоящего договора применены исключительно для удобства пользования текстом и не могут определять отношения Сторон, урегулированные в конкретных положениях настоящего договора.
- 11.11. Все Приложения к настоящему Договору по мере их заключения будут являться его неотъемлемой частью. При заключении Договор имеет следующие Приложения:

Приложение №1 – Технические требования к подборке периодических изданий в цифровом виде;

Приложение №2 – Базовый перечень периодических изданий в цифровом виде;

Приложение №3 – Сведения о цепочке собственников Оператора (форма).

Agreement.

11. All Appendices hereto, as they are concluded, will form an integral part hereof. Upon conclusion, the Agreement has the following Appendices:

Appendix No. 1 - Technical Requirements for the Selection of Digital Periodicals;

Appendix No. 2 - Basic List of Digital Periodicals;

Appendix No. 3 - Information about the Chain of Owners of the Operator (Form).

12 Юридические адреса и реквизиты сторон

Общество:

АО «Авиакомпания «Россия»

АО «Авиакомпания «Россия»
196210, г.Санкт-Петербург, ул.Пилотов, 18,
корп.4

ИНН 7810814522 КПП 997650001

р/с 40702 810 055 00000 0581

Северо-Западный банк ПАО «Сбербанк
России» г. Санкт-Петербург

к/с 301018105000000000653

БИК 044030653

М.П

Оператор:

М.П

12. Registered Addresses and Details of the Parties

Company:

Operator:

Rossiia Airlines JSC

Rossiia Airlines JSC
18 Pilotov Str., bldg. 4, Saint Petersburg,
196210
INN (Taxpayer Identification Number)
7810814522
KPP (Tax Registration Reason Code)
997650001
Settlement account 40702 810 055 00000 0581
SBERBANK (SEVERO-ZAPADNY HEAD
OFFICE), Saint Petersburg
Correspondent account
301018105000000000653
BIC 044030653

_____/_____
L.S.

_____/_____
L.S.

Технические требования к подборке периодических изданий в цифровом формате

5. Канал доступа пассажиров к подборке периодических изданий в цифровом формате:
 - Стриминговая система развлечений IFE.ONE, правообладателем которой является ООО «Аэрогрупп»;
6. Доступ к подборке периодических изданий в цифровом формате:
 - Все пассажиры
7. Технические требования, предъявляемые по загрузке данных на стриминговую систему развлечений IFE.ONE:
 - Предварительное получение ООО «Аэрогрупп» через FTP www-сервер данных от Поставщика; Формат загружаемых файлов: RSS в формате JSON или обработанных файлов формата PDF, конвертированных в PNG, с наложенным уровнем текста.
 - Ограничение по объему, выделенному для хранения подборки периодических изданий в цифровом формате – 2 Гб;
 - Ограничение по размеру передаваемого пакета – 100 Мб;
 - Обработка и правка данных со стороны CSP;
 - Обновление данных по прессе на бортовых медиасерверах после включения;
 - Синхронизация данных о покупках пассажира и отправка в CMS IFE.ONE
8. Предоставление материалов возможно в различных типах выводов, который адаптируется под тип и размеры устройства (PED/гаджет).

Протокол получения данных основан на базовой спецификации RSS
<https://validator.w3.org/feed/docs/rss2.html>

Структура данных JSON/RSS для раздела прессы

Виды запросов

Вид запроса	Описание
Список изданий	С помощью данного запроса система получает список последних номеров доступных изданий.
Статьи издания	С помощью данного запроса система получает список обновленных данных для издания.

Запрос «Список изданий»

Получение новостных данных начинается с получения списка последних номеров доступных изданий.

Элементы запроса

Элемент	Описание	Пример
channel	Корневой элемент документа. Содержит описание доступных номеров изданий.	
title	Название документа. Произвольный формат.	Список изданий от компании [CompanyName].
description	Описание документа. Опционально, произвольный формат	Список периодических изданий на 15 октября 2020г. от компании [CompanyName]
language	Язык документа	RU
pubDate	Дата публикации, когда материалы выходят в свет.	2020-06-15
lastBuildDate	Дата генерации документа на стороне сервера (UTC). Дата последнего изменения документа (UTC), признак обновления документа. При изменении этого значения определяется необходимость поиска обновленных данных журналов. Поле может как совпадать с pubDate, так и отличаться (в зависимости того, как формируется документ).	2020-06-15T10:41:33
generator	Опционально, произвольный формат.	RssGenerator ver. 1.23.5
item	Множественные элементы, описывающие издания. Поля описаны ниже.	

Поля элемента <item> (данные по изданиям)

Элемент	Описание	Пример
title	Название издания.	Комсомолка
description	Описание номера издания, опционально.	Выпуск газеты “Комсомолка” от 15 октября 2020г. с вкладкой.
issueNumber	Номер издания	57

link	Адрес, по которому находится перечень статей указанного номера издания.	http://mycomp/rss/komsomolka/20200615
pubDate	Дата публикации издания. При обновлении даты и issueNumber издание будет перечитано по адресу, указанному в link.	2020-06-15
guid	Идентификатор издания. Строка, произвольный формат.	
image	Обложка издания. Обложка может быть, как для издания в целом, так и для конкретного номера. Будет отображаться при показе списка изданий. Может быть масштабирована, поэтому не должна быть перегружена текстовой информацией. Размер будет указан позже.	Формат указан ниже.

Формат элемента <image>

Элемент	Описание	Пример
url	Ссылка на картинку формата JPG	http://mycomp/rss/komsomolka/20200615/logo_okt15.jpg
title	Описание картинки. Опционально.	Обложка номера за октябрь

Запрос «Статьи издания»

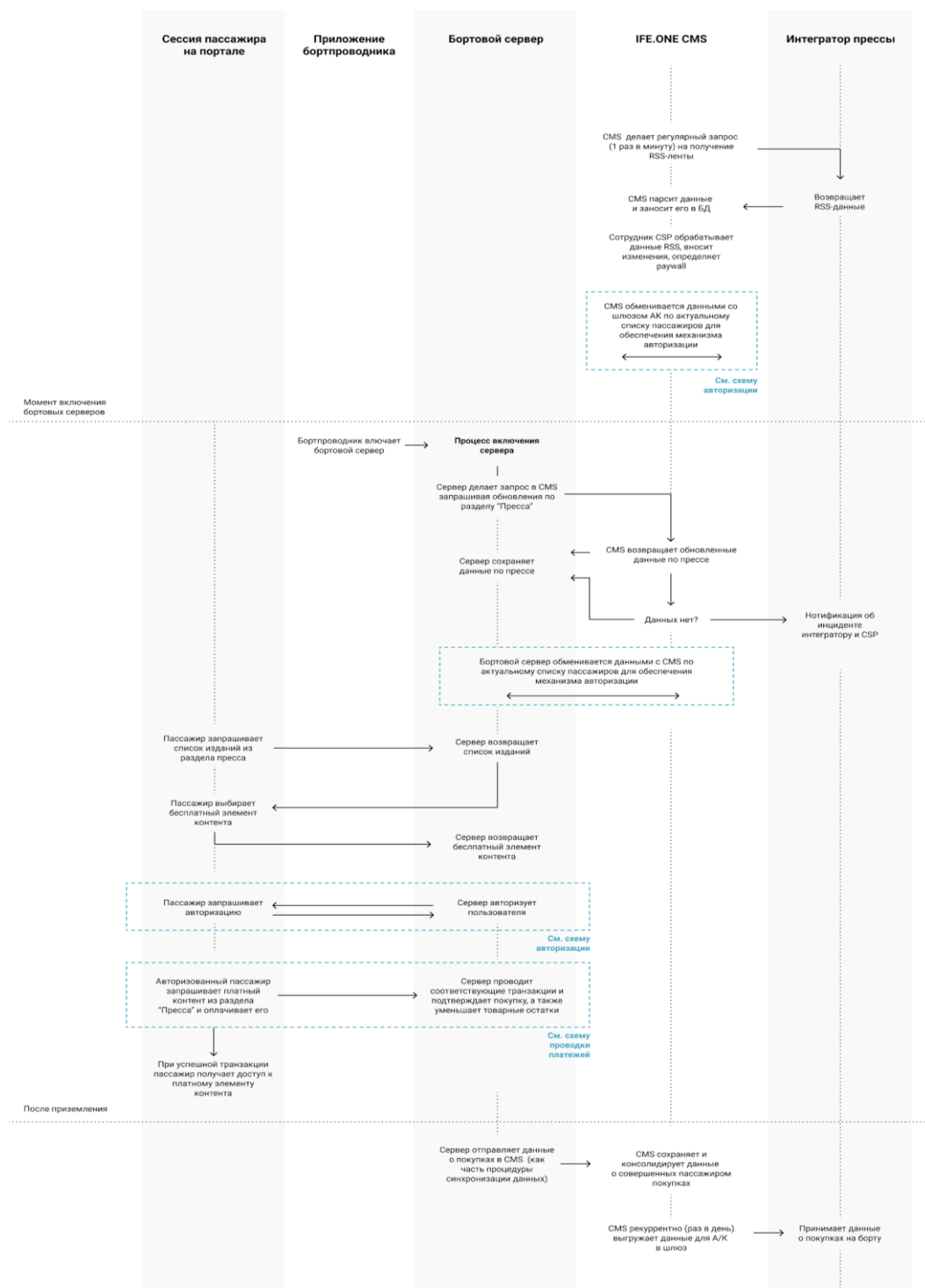
При изменении данных по изданию будет происходить запрос обновленных данных по адресу указанному в <item.link>. Формат ответа описан ниже.

Элемент	Описание	Пример
channel	Корневой элемент документа. Содержит описание статей издания.	
title	Название издания.	Популярная механика.
description	Описание номера издания. Опционально, произвольный формат	Популярная механика, октябрь 2020

issueNumber	Номер издания	57
language	Язык документа	RU
pubDate	Дата публикации издания.	2020-06-01
lastBuildDate	Дата формирования RSS документа с последним изменением издания (UTC).	2020-06-15T13:45:30
guid	Идентификатор издания. Строка, произвольный формат.	
generator	Опционально, произвольный формат.	RssGenerator ver. 1.23.5
image	Обложка номера издания. Отображается при просмотре данного издания, может быть в высоком качестве.	
item	Множественные элементы, описывающие статьи. Поля описаны ниже.	

Поля элемента <item> (статьи издания)

Элемент	Описание	Пример
title	Название статьи.	
description	Краткий анонс статьи. Закодировано как данные (блок CDATA) и может содержать теги разметки.	<![CDATA[some text]]>
imageAnnounce	Url картинки статьи для индекса статей.	http://mycomp/rss/komso molka/20200615/ okt15_index.jpg
image	Url картинки для отображения в теле статьи.	http://mycomp/rss/komso molka/20200615/okt15. jpg
content	Текст статьи. Закодировано как данные (блок CDATA) и может содержать теги разметки. В контенте не может быть ссылок, картинок, стилей. Допустимо базовое форматирование тегами - , <p>, <i>и т.д.	<![CDATA[some text]]>



Оператор:

_____/_____

М.П.

Общество:

АО «Авиакомпания «Россия»

_____/_____

М.П.

Technical Requirements for the Selection of Digital Periodicals

9. Passenger access channel to the selection of digital periodicals:
 - Streaming entertainment system IFE.ONE, the copyright holder of which is Aerogroup LLC;
10. Access to the selection of digital periodicals:
 - All passengers
11. Technical requirements for uploading data to the streaming entertainment system IFE.ONE:
 - Preliminary receipt by Aerogroup LLC via FTP www server of data from the Supplier; Upload format: RSS in JSON format or processed PDF files converted to PNG with text layer overlaid.
 - Restriction on the capacity allocated for storing the selection of digital periodicals - 2 GB;
 - Limit on the size of the transmitted package - 100 MB;
 - Data processing and editing by CSP;
 - Updating press data on onboard media servers after switching on;
 - Synchronization of data on passenger purchases and sending to CMS IFE.ONE
12. The provision of materials is possible in various types of viewers, which adapt to the type and size of the device (PED/gadget).

The data retrieval protocol is based on the basic RSS specification
<https://validator.w3.org/feed/docs/rss2.html>

JSON/RSS data structure for press section

Types of requests

Request type	Description
List of periodicals	With this request, the system receives a list of the latest issues of available periodicals.
Articles of periodicals	With this request, the system receives a list of updated data for the periodical.

"List of periodicals" request

Receiving news data begins with obtaining a list of the latest issues of available periodicals.

Request elements

Element	Description	Example
---------	-------------	---------

channel	The root element of the document. Contains a description of the available periodical issues.	
title	Name of the document. Custom format.	List of periodicals from [CompanyName].
description	Description of the document. Optional, custom format	List of periodicals as of October 15, 2020 from [CompanyName]
language	Document language	RU
pubDate	Date of publication when the materials are published.	2020-06-15
lastBuildDate	Date the document was generated on the server side (UTC). Date of the last change of the document (UTC), the sign of the document update. Changing this value determines whether to search for updated log data. The field can be the same as pubDate, or different (depending on how the document is formed).	2020-06-15T10:41:33
generator	Optional, custom format.	RssGenerator ver. 1.23.5
item	Multiple elements describing periodicals. Fields are described below.	

<item> element fields (periodicals data)

Element	Description	Example
---------	-------------	---------

title	Title of the periodical.	Komsomolka
description	Description of the periodical issue, optional.	Issue of "Komsomolskaya Pravda" newspaper dated October 15, 2020 with a tab.
issueNumber	Periodical issue	57
link	Address where the list of articles of the specified periodical issue is located.	http://mycomp/rss/komsomolka/20200615
pubDate	Date of publication of the periodical. When the date and issueNumber are updated, the periodical will be re-read at the address indicated in the link.	2020-06-15
guid	Periodical ID. Line, custom format.	
image	Cover of the periodical. The cover can be either for the periodical as a whole or for a specific issue. Will be displayed when displaying the list of periodicals. It can be scaled, so it should not be overloaded with textual information. The size will be indicated later.	The format is indicated below.

Format of <image> element

Element	Description	Example
url	Link to image in JPG format	http://mycomp/rss/komsomolka/20200615/logo_okt15.jpg
title	Description of image. Optional.	October issue cover

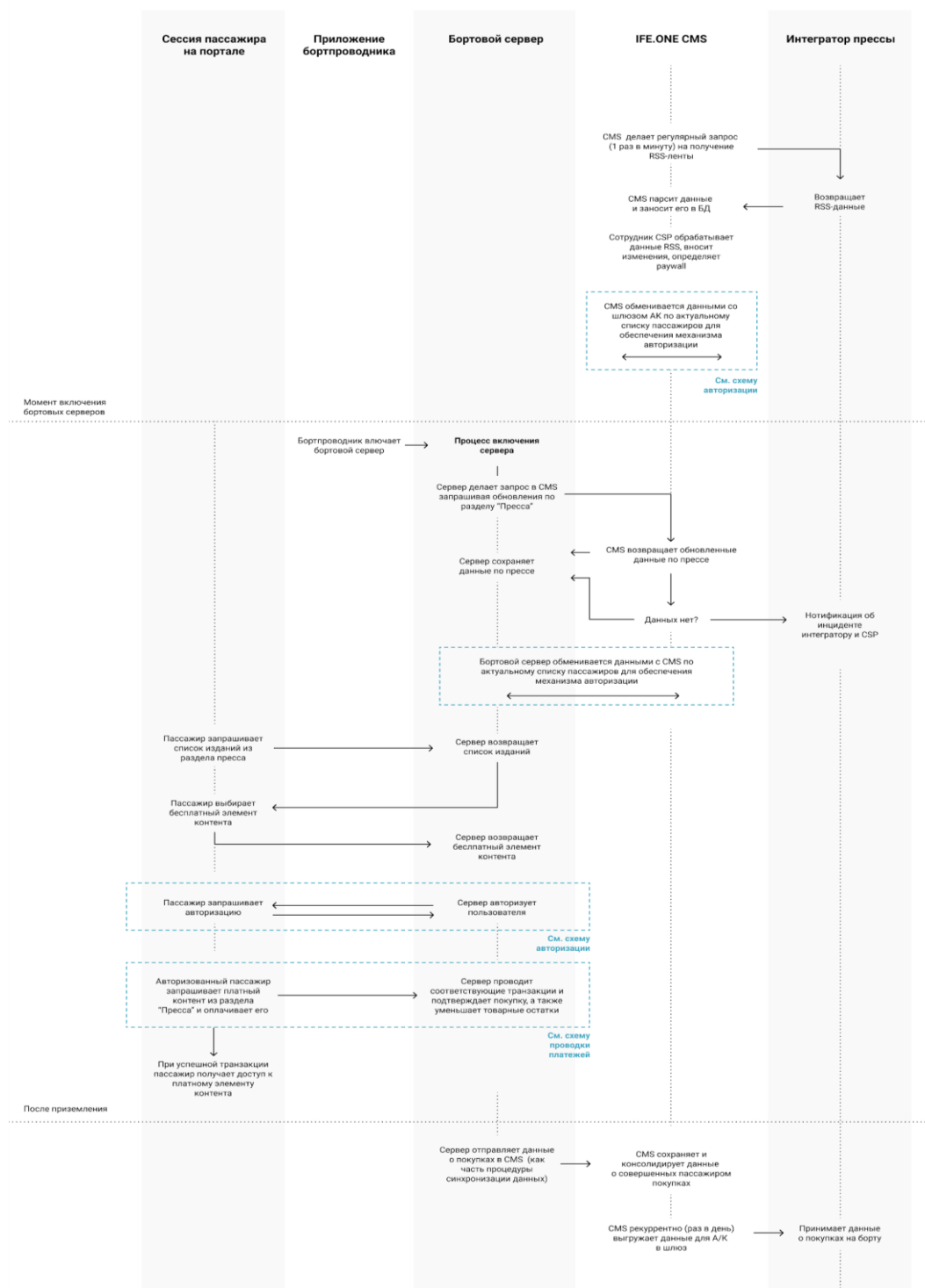
"Articles of the periodical" request

When the periodical data changes, the updated data will be requested at the address specified in <item.link>. The response format is described below.

Element	Description	Example
channel	The root element of the document. Contains a description of the articles of the periodical.	
title	Title of the periodical.	Populyarnaya Mekhanika.
description	Description of the periodical issue. Optional, custom format	Populyarnaya Mekhanika, October 2020
issueNumber	Periodical issue	57
language	Document language	RU
pubDate	Date of publication of the periodical.	2020-06-01
lastBuildDate	Date of formation of the RSS document with the last change in periodical (UTC).	2020-06-15T13:45:30
guid	Periodical ID. Line, custom format.	
generator	Optional, custom format.	RssGenerator ver. 1.23.5
image	Cover of the periodical issue. Displayed when viewing this periodical, may be in high quality.	
item	Multiple elements describing articles. Fields are described below.	

Fields of <item> element (periodical articles)

Element	Description	Example
title	Title of the article.	
description	Summary of the article. Encoded as data (CDATA block) and may contain markup tags.	<![CDATA[some text]]>
imageAnnounce	URL of the article image for article index.	http://mycomp/rss/komsomolka/20200615/okt15_index.jpg
image	URL of the image to be displayed in the article body.	http://mycomp/rss/komsomolka/20200615/okt15.jpg
content	Text of the article. Encoded as data (CDATA block) and may contain markup tags. The content cannot contain links, images, styles. Basic formatting with tags is allowed - , <p>, <i>, etc.	<![CDATA[some text]]>



Operator:

_____/_____

L.S.

Company:

Rossiya Airlines JSC

_____/_____

L.S.

Базовый перечень периодических изданий в цифровом виде

Перечень предоставляемых изданий должен включать, но не ограничиваться следующими газетами и журналами:

1. Аргументы и Факты;
2. Ведомости;
3. Известия;
4. Коммерсант;
5. Коммерсант. Weekend;
6. Комсомольская правда;
7. Комсомольская правда. Еженедельник;
8. Профиль;
9. Огонек;
10. Парламентская газета;
11. РБК журнал;
12. РБК-daily;
13. Российская газета;
14. Российская газета. Выпуск выходного дня;
15. Советский спорт;
16. Business Traveller (журнал на иностранном языке).

Оператор:

_____/_____

М.П.

Общество:

АО «Авиакомпания «Россия»

_____/_____

М.П.

Basic List of Digital Periodicals

The list of periodicals provided shall include, but not be limited to, the following newspapers and magazines:

1. Argumenty i Fakty;
2. Vedomosti;
3. Izvestia;
4. Kommersant;
5. Kommersant. Weekend;
6. Komsomolskaya Pravda;
7. Komsomolskaya Pravda. Weekly;
8. Profil;
9. Ogonek;
10. Parlamentskaya Gazeta;
11. RBC magazine;
12. RBC Daily;
13. Rossiyskaya Gazeta;
14. Rossiyskaya Gazeta. Weekend Release;
15. Sovetsky Sport;
16. Business Traveller (magazine in a foreign language).

Operator:

_____/_____

L.S.

Company:

Rossiia Airlines JSC

_____/_____

L.S.

Приложение 3 к Договору № _____ от « ____ » _____ 20__ г.

Сведения о цепочке собственников Оператора

№	Наименование Оператора (ИНН, вид деятельности)						№	Информация о цепочке собственников Оператора, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование Оператора	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удосто- веряющего личность руководителя		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения / адрес регистраци и	Серия и номер документа, удостоверяющего личность (для физичес-кого лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об исполнитель- ном органе	Информация о подтверждающих документах (наименование,реквизит ы и т.д.)
1.							1.1							
							1.2							
							1.3							
							1.4							

Должность, ФИО руководителя Оператора _____

Печать _____ подпись _____ /дата/

Примечание. В таблице указывается подробная информация о цепочке собственников Оператора (учредители/ акционеры; в отношении учредителей/ акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:

1.1, 1.2 – собственники Оператора по договору (собственники первого уровня);

1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организации 1.1 (собственники второго уровня)

и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1)

ФОРМА СОГЛАСОВАНА:

Оператор:

_____/_____

М.П.

Общество:

АО «Авиакомпания «Россия»

_____/_____

М.П.

Appendix 3 to Agreement No. _____ dated _____, 20__

Information about the Chain of Owners of the Operator

N o.	Operator name (INN (Taxpayer Identification Number), type of activity)						No.	Information on the chain of owners of the Operator, including beneficiaries (including ultimate beneficiaries)						
	INN (Taxp ayer Identi fication Num ber)	OGR N (Prim ary State Regist ration Numb er)	Operator name	OKVE D code	Full name of the head	Body and number of the identity document of the head		INN (Tax paye r Identi fication Num ber)	OGR N (Prim ary State Regist ration Numb er)	Name/full name	Location address/regis tration address	Series and number of the identity document (for individuals)	Head/member/ shareholder/be neficiary/data on the executive body	Information on supporting documents (name, details, etc.)
1.							1.1							
							1.2							
							1.3							
							1.4							

Position, full name of the head of the Operator _____

Seal _____ Signature _____ /date/ _____

Note. The table provides detailed information on the Operator chain of owners (founders/shareholders; in respect of founders/shareholders that are legal entities, data on their founders, etc.), including ultimate beneficiaries:

1.1, 1.2 - owners of the Operator under the agreement (first-level owners);

1.1.2, 1.2.1, 1.2.2, etc. - owners of the organization 1.1 (second-level owners);

and then on a similar scheme to the final beneficiary (1.1.3.1)

FORM AGREED:

Operator:

_____/_____

L.S.

Company:

Rossiya Airlines JSC

_____/_____

L.S.

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

Rossiya Airlines is implementing a large-scale project to upgrade its IFE. ONE passenger entertainment and communications system. This project will change passenger service technology and give passengers access to an electronic version of the in-flight magazine and electronic media content instead of printed media, reducing the cost of downloading and disposing of them.

In the "Press" section, the passenger has an opportunity to read the media in electronic form in Russian and foreign languages during the flight.

The maximum contract amount for the entire period of validity will not exceed 13,042,775 rubles net of VAT.

To select a contractor for the supply of media content it is planned to conduct a competitive procurement procedure by the method of request for proposals.

Preliminary monitoring of the prices of suppliers of this service revealed the following price level:

COMPANY 1

Development of a mobile application 2,072,000.00 ₺

Technical support per year ₺ 843,000.00

Cost of the service per year based on - 250,000 Passengers, 16 newspapers (one English newspaper) 8,242,775.00 ₺

TOTAL for the first year 11,157,775.00 ₺

COMPANY 2

Development of a mobile application *technology allows you to work without an application

Technical support per year ₺ 565,500.00 ₺ 6,500.00

Service cost per year based on 275,000 passengers (all available editions over 70,000) 4 306 500,00 ₺ 49 500,00 €

TOTAL for the first year 4 872 000,00 ₺ 56 000,00 €

COMPANY 3

Mobile application development 2,035,000.00 ₺ \$27,500.00

Technical support per year (based on 37 VS) \$884,448.00 ₺ \$11,952.00

Service cost per year based on - 16 newspapers (cost per newspaper \$320) \$4,546,560.00 ₺ \$61,440.00

TOTAL for the first year 7,466,008.00 ₺ \$100,892.00

Background and calculation information

Exchange rate for the US dollar in calculations 74 rubles.

Euro exchange rate for calculations 87 rubles

Number of business class passengers carried on scheduled flights in 2019 260,941 persons.

Number of aircraft for scheduled flights on AC 37 aircraft

