

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

Approval date 

22	12	2020
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### Procurement Documentation

Public request for                      Competitive selection                      not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>		
Date for the requests receiving commencement	22	12	2020
Date and time for the request receiving completion	30	12	2020 10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «31» December 2020		
	Date for summarizing of results «31» December 2020		
Commencement date for providing clarifications on procurement documentation	22	12	2020
Completion date for providing clarifications on procurement documents	24	12	2020
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	<p>The initial (maximum) price of the contract of 84,000,000 rubles is divided between the bidders taking the 1<sup>st</sup> and 2<sup>nd</sup> place – 49,000,000 rubles and 35,000,000 rubles respectively.</p> <p>In case a sole bidder is prequalified for participation in the procedure, the contract for the amount of 84,000,000 rubles will be signed with him.</p>		
Subject-matter of the procurement	A package of services on transportation and forwarding of oversize and outside cargoes		
Number of lots	1		



Airports of Europe (c)								30
Moscow (d)	N/A	N/A	N/A		N/A	N/A		25

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

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

3 - delivery within the range of 200 km.

$$T2 = (A1*500*0,6+A2*1000*0,16+A3*3000*0,1+A4*6500*0,1+A5*13000*0.04)*0,1 + (B1*500*0,6+B2*1000*0,16+B3*3000*0,1+B4*6500*0,1+B5*13000*0.04)*0,2 + (C1*500*0,6+C2*1000*0,16+C3*3000*0,1+C4*6500*0,1+C5*13000*0.04)*0,15+ (D1*500*0,6+D2*1000*0,16+D3*3000*0,1+D4*6500*0,1+D5*13000*0.04)*0,15 + (E1*500*0,6+E2*1000*0,16+E3*3000*0,1+E4*6500*0,1+E5*13000*0.04)*0,15 + (F1*500*0,6+F2*1000*0,16+F3*3000*0,1+F4*6500*0,1+F5*13000*0.04)*0,25$$

Tariff for carriage by air:

Direction	0 -500 kg (per kg)	500 - 1000 kg (per kg)	1000 - 3000 kg (per kg)	3000 – 6500 kg (per kg)	6500 - 13000 kg (per kg)	<i>criteria weightiness depending on direction %</i>
0	1	2	3	4	5	6
<i>(criteria weightiness depending on tonnage - %)</i>	60	16	10	10	4	
Airports of Asia –Moscow (A)						10
Moscow - Airports of Asia (B)						20
Airports of Europe – Moscow (C)						15
Moscow - Airports of Europe (D)						15
USA airports - Moscow (E)						15
Moscow - USA airports (F)						25

$$TR = (X1*0,7+X2*0,3)*0,2+(Y1*0,7+Y2*0,3)*0,4+(Z1*0,7+Z2*0,3)*0,4$$

Tariff for ground delivery at a distance over 200 km:

Region of application	Dimensions up to - 450*255*260 (l*w*h, cm)/ per 1 km	Dimensions over - 450*255*260 (l*w*h, cm) / per 1 km	<i>criteria weightiness depending on the region of application %</i>
0	1	2	3
<i>(criteria weightiness depending on dimensions %)</i>	70	30	
USA (X)			20
Europe <sup>1</sup> (Y)			40

	Russian Federation <sup>2</sup> (Z)		40
1. Europe is understood as European continent, England, Ireland, Scandinavian and Baltic countries, Russian Federation. 2. Main points: Moscow, St.Petersburg, Orenburg			
Maximum number of points per criterion 1			70
Criterion description 2	Proven experience in the provision of services in the field of transportation of oversized and oversized cargo with dimensions of 585cm * 280cm * 285 cm over the past 3 years (from 2018 to 2020)		
Procedure for calculation of points per criterion 2	Provision of copies of contracts for the provision of services in the field of transportation of bulky and oversized cargo with dimensions of 585cm * 280cm * 285cm for the period from 2018 to 2020,  S <sub>present</sub> / S <sub>base</sub> x K, where S <sub>present</sub> - the number of submitted contracts of the participant for which the points are calculated S <sub>base</sub> - the maximum number of provided contracts out of all received offers K - the value of the maximum number of points according to the criterion		
Maximum number of points per criterion 2			30
Total			100

## 1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

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

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

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

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

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

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

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the

request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

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

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

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

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

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

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

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

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

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

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

4.1. The payment method is cashless transfer.

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

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

5.2.

**6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in**

**accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.**

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

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

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

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

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

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

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

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

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

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where

there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in

the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Closing Provisions**

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

**Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

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

<b>Request for Participation<sup>1</sup></b>							
<b>In the Procurement Procedure:</b>							
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>							
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)							
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>							
Registered at the following address:							
<i>(state place of location address of legal entity/place of residence of individual)</i>							
proposes to conclude the agreement for							
<i>(state the subject-matter of the agreement)</i>							
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection							
Commercial offer:							
1. Tariff for cargo pick up from the supplier and tariff for cargo handling in the departure country:							
Departure airport	Tariff for cargo delivery to the airport as consolidated cargo <sup>3</sup>	Tariff for cargo delivery to the airport by specially designated transport <sup>3</sup>	Tariff for export customs clearance (per AWB)	Execution of documents for dangerous goods (per AWB) <sup>1</sup>	Tariff for cargo handling in the airport per 1 kg	Tariff for dangerous goods handling in the airport per 1 kg	Tariff for 1 AWB in RUR (per AWB)
Airports of Asia (a)							
USA airports (b)							
Airports of Europe (c)							
Moscow (d)							
1 - including dangerous goods handling services, DGR tax, issue of DG customs declaration [per							
2 -including the cargo borescope examination services (X-ray).							
3 – delivery within the range of 200 km.							
2. Tariff for carriage by air:							

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

Direction	0 -500 kg (per kg)	500 -1000 kg (per kg)	1000 - 3000 kg (per kg)	3000 – 6500 kg (per kg)	6500 - 13000 kg (per kg)
Airports of Asia –Moscow (A)					
Moscow - Airports of Asia (B)					
Airports of Europe –Moscow (C)					
Moscow - Airports of Europe (D)					
USA airports - Moscow (E)					
Moscow - USA airports (F)					
3. Tariff for ground delivery at a distance over 200 km:					
Region of application	Dimensions up to - 450*255*260 (l*w*h, cm)/ per 1 km		Dimensions over - 450*255*260 (l*w*h, cm) / per 1 km		
USA (X)					
Europe <sup>1</sup> (Y)					
Russian Federation <sup>2</sup> (Z)					
1. Europe is understood as European continent, England, Ireland, Scandinavian and Baltic countries, Russian Federation.					
2. Main points: Moscow, St.Petersburg, Orenburg					
4. Contracts for the air transport services within the period from 2018 to 2020, contracts with Russian airlines for rendering the services of the specified type within the period from 2018 to 2020, contracts confirming experience in confirmed experience in carriage of cargoes having dimensions over 585 cm*280 cm*285 cm together with Russian companies within the period from 2018 to 2020 _____					
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services _____.					
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:					
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)					
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;					
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-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 for participation in the procurement, clarifying information submitted by us in it.					

<p>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.</p>	
<p>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.</p>	
<p>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.</p>	
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>	
<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>	
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>	
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>	
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>	
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>	
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>	
According to the list on	pages
<b>Principal</b>	
(signature) (state initials, last name)	
<i>SEAL</i>	
Date of issuance	
(DD) (MM) (YYYY)	

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

**Appendix 2**  
**To Procurement Documentation**

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

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

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

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
<p data-bbox="272 1977 512 2011"><b>Contact person</b></p> <p data-bbox="742 2011 1342 2040" style="text-align: right;"><i>(state last name, first name, patronymic, telephone, fax, e-mail)</i></p>	

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

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

**Appendix 3**  
**To Procurement Documentation**

**Terms of Reference**

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

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

## Appendix No. 1 to The terms of Reference

### Description of services:

1. Conclusion of contracts on behalf of the Client and at his expense for the transportation and storage of large and oversized cargo of the Client, including in customs warehouses (if necessary).
2. Providing the Client with information about the movement of large and oversized cargo in the form agreed with the Client by e-mail, as well as within a certain period with the Client.
3. Representation of the Client's interests in state bodies, commercial and other organizations on all issues related to large and oversized cargo of the Client when specifying services under this Agreement to the latter.
4. Group cargo in accordance with the Client's instructions by destinations and destinations, as well as make redirects.
5. Execution of the Client's orders is carried out only on the basis of an order issued in writing in the form of an Application, which is an integral part of this Agreement. The freight forwarder undertakes to carry out the transportation of goods in the directions and tariffs specified in Annex 2 to the contract.
6. Provision of freight forwarding services for the transportation of large-sized cargo (engines, APU, chassis, etc.).

**Draft Agreement**  
**CONTRACT # \_\_\_\_\_**

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

**Moscow**

«\_\_» \_\_\_\_\_ 202\_

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

**1. Subject Matter of the Contract**

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

**2. General Terms and Conditions**

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

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

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

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

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

2.5.1. On behalf of and for account of the Client, to enter into contracts on

carriage and storage of the Client's cargoes, including in the customs warehouses (if necessary).

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

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

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

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

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

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

### 3. The Client's Request

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

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

b) in electronic format: \_\_\_\_\_

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

3.3. The Request must contain the following data:

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

3.3.2. information on the proposed (desired) route;

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

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

3.3.5. place of destination and desired delivery date;

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

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

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

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

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

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

#### **4. Rights, Obligations and Liabilities of the Forwarder**

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

4.1.1. To meet its obligations under this Contract, the Forwarder may not engage any third parties.

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

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

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

4.1.5 The Forwarder may verify the reliability of the required documents provided by the Client, as well as the information on the cargo properties, on its transportation conditions and other information required for the Forwarder to meet its obligations under this Contract.

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

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

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

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

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

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

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

4.2.6. On demand of the Client, provide a report (in the form of photos or video recording) on ATS (aircraft technical supplies) loading/unloading, the certificate stating non-availability or availability of visual damage of packing.

4.2.7. Upon loading/unloading, the Forwarder shall visually accept the Cargo. In case of any faults in the cargo to be transferred to the Forwarder, the Forwarder shall make an entry to that effect in the shipping documents. If any apparent outer defects of the transferred Cargo are identified in the course of loading/unloading, the Forwarder may suspend the loading until receipt of necessary instructions from the authorized representative of the Client.

4.2.8. Fasten the cargo to the motor vehicle in compliance with the Client's instructions.

4.2.9. Immediately notify the Client of any unforeseen circumstances preventing the cargo transportation on the Client's terms.

4.2.10. Notify the Client (by telephone, facsimile and/or e-mail) of all cases of induced delay of transport while en route, preventing timely delivery of the cargo.

#### **4.3. Liability of the Forwarder**

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

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

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

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

### **5. Rights, Obligations and Liability of the Client**

#### **5.1. The Client may:**

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

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

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

process.

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

5.1.5. Prior to income payment to the Forwarder (in the form of penal sanctions specified in clause 5.3.1 paragraph 3), the latter is required to provide the Client with the written confirmation of the company status – certificate of residency, as well as written confirmation of the right of beneficial owner of income (BOI). In case of any changes in the status of the beneficial owner of income (BOI), the Forwarder shall notify the Client of the same in writing.

**5.2. The Client shall:**

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

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

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

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

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

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

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

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

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

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

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

5.2.12. Furnish the Forwarder with easily readable copies of documents

specified in item 3 of clause 3.1 of article 165 of the Tax Code of Russia, executed in pursuance of this Contract, within 30 calendar days from the date of the note made by the customs bodies on the documents specified in item 3 of clause 3.1 of article 165 of the Tax Code of Russia, and in case of export of goods from the territory of the Russian Federation to the territory of a member-state of the Customs Union or import of goods to the territory of the Russian Federation from the territory of a member-state of the Customs Union - from the date of execution of transportation, shipping and(or) other documents specifying the unloading points or loading points (destination station or departure station), located in the territory of a member-state of the Customs Union within the scope of the respective Request of the Client.

5.2.13. Within 10 (ten) business days of the receipt of the original of the Certificate of the Services Rendered (hereinafter the Certificate) signed by the Forwarder, to sign the Certificate on its own behalf and to send the same to the Forwarder.

### **5.3. Liability of the Client**

5.3.1. The Client shall be liable for:

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

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

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

## **6. Compliance with the Laws and Regulations**

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

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

## **7. Cost of Transportation and Settlement Procedure**

7.1 The contract value may not exceed 84,000,000 (eighty four million) rubles net of VAT. The VAT rate shall be applied in compliance with the applicable law.

7.2. Within 30 (thirty) calendar days of the invoice issue by the Forwarder for the rendered services (the invoice may be sent by fax or e-mail with subsequent provision of the original accompanied with supporting documents (transportation/shipping and/or other documents), certificates of services rendered and tax invoices) the Client shall pay to the Forwarder for its services on arrangement

of TFS at the agreed transportation rate. Payment is made, when invoicing is made based on a Service Provision Certificate signed by both parties. The day of payment is the day the DS, is debited from the Client's current account.

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

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

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

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

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

7.7 Banking charges will be borne by the sender of the funds.

7.8 Upon occurrence of the events specified in clause 7.6 of the Agreement, the Freight Forwarder must provide a document confirming tax residence (certificate of residence in the original) and written confirmation of the company's status for the right to actually receive the income specified in clause 7.6 of the Agreement. In the event that the Freight Forwarder does not provide the specified documents by the time the Client is invoiced for payment of interest on late payments, the Forwarder shall not be entitled to demand payment of this invoice until the documents are submitted.

## **8. Liabilities of the Parties**

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

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

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

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

## **9. Force Majeure Events**

9.1. Neither party shall be held liable for failure to perform timely its obligations under the Contract, if such failure is a consequence of force majeure events (hereinafter referred to as FME), that is emergency and unforeseen circumstances occurred within the Contract period, over which the Party affected by such events (hereinafter referred to as the Affected Party) is unable to exercise actual control, and which cannot have been actually foreseen (including floods, earthquakes, volcanic eruptions, and other natural disasters, wars and military operations, blockades, ban on import or export, changes in legislation). Any fires strikes shall be recognized as FME, if they are not the result of any guilty and/or reckless act/omission of the Affected Party and/or the persons controlled by that Party (employees, contractors, consultants, etc.). Any failures/interruption in the operation of the equipment and/or software used by the Affected Party, damage to the communication lines and/or facilities shall be FME, only if it is caused by impact of natural or man-made factors, and is not the result of any guilty and/or reckless act/omission of the Affected Party and/or third parties.

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

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

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

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

9.6. Should the FME and their consequences last more than one month, either Party may unilaterally and without recourse to the court demand termination of the Contract. Therewith, each Party may demand from the other Party everything

received under the Contract, if the substance of the Contract or a term hereof contains a provision according to which that Party is interested in the complete fulfillment of the Contract only, and may repudiate the Contract, if only partial performance of the Contract is possible.

### **10. Deadline for Discharge of Obligations**

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

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

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

### **11. Contract Amendment and Termination Procedure**

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

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

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

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

### **12. Dispute Resolution**

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

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

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

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

### **13. Confidentiality**

13.1. The Parties undertake not to disclose the confidential information, not to use it in any way other than for the purposes of performance of the obligations under

the Contract. The Party receiving any confidential information undertakes to take protective measures in respect thereof, which are at least as strict as the measures to protect its own confidential information.

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

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

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

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

#### **14. Anticorruption Clause**

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

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

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

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

resulting from such termination. The compensation term amounts to 15 (fifteen) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

## **15. Conclusive Provisions**

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

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

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

15.4. Any notice, communication or information related to performance, amendment or termination of this Contract, unless otherwise expressly specified herein, shall be sent by the Parties in writing to the location address of the other Party by a registered letter with return receipt requested or by a courier to be delivered to the addressee against signed acknowledgement, as well as may be sent by e-mail (Client - LD-VKO@rossiya-airlines.com, Forwarder - \_\_\_\_\_). The notices, communications or information sent by e-mail shall be deemed to be delivered since the moment of their sending, and those sent by a courier or by mail – since the moment of their receipt by the addressee. Such notices may be repeated by fax.

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

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

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

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

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

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

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

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

## **16. Registration Addresses and Bank Details of the Parties**

**Forwarder:****Client:**

Rossiya Airlines, JSC  
Address: 18/4 Pilotov street, St.Petersburg, 196210  
OGRN: 111 784 702 5284  
INN/KPP: 78 10 81 45 22/ 99 76 50 001,  
OKPO code: ОКПО 01128564  
OKATO code: 402 845 640 00  
Bank: Severo-Zapadny Bank of Sberbank PJSC,  
St.Petersburg,  
settle. acc. 407 02 810 055000000581,  
corr. acc. 30101 810 500000000653,  
BIC: 044030653

**17. Signatures of the Parties****The Forwarder:****The Client:**

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

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.

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

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.

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

**Request for Transportation and Forwarding Services**

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

<b>and charge for excessive downtime</b>	
<b>Transportation rate</b>	
<b>Rejection of confirmed Request</b>	
<b>Payer for the transportation</b>	

**The Forwarder:**

**The Client:**

\_\_\_\_\_

\_\_\_\_\_

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

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

Date: «\_\_» \_\_\_\_\_ 202\_

Date: «\_\_» \_\_\_\_\_ 202\_

L.S.

L.S.

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

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

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

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

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

3 – delivery within the range of 200 km.

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

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

- Application of tariff to the paid weight

*Note: Formula for calculation of the freight charge:*

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

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

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

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

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

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

**Forwarder:**

**Client:**

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

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

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.

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

**Form. Information on Owners and Beneficiaries**

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

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

**The Forwarder:**

**The Client:**

\_\_\_\_\_

\_\_\_\_\_

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

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

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.

Date: «\_\_» \_\_\_\_\_ 202\_  
L.S.