

Approval date	19	10	2017
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Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	20	10	2017	18:00 MSK
Date and time for the request receiving completion	14	11	2017	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	22	11	2017	
Commencement date for providing clarifications on procurement documentation	20	10	2017	
Completion date for providing clarifications on procurement documents	09	11	2017	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Not applicable"			
Distribution of the total scope of procurement between the procurement parties	<p>a) The scope of each lot shall be distributed between the bidders which ranked first in the rating but not more than 4, subject to the needs of the customer and ability of the bidders to provide a certain scope of services (stated by the bidder in the quote in percentage with respect to the required scope of procurement).</p> <p>Minimum scope of the order under the agreement shall be at not least 10% of the total expected scope of the lot procurement.</p> <p>b) In the instance of qualification of the only bidder/two bidders with respect to lot 1:</p> <ul style="list-style-type: none"> - the only bidder will get the full scope of procurement; - the second bidder of two will get at least 10% of the total expected scope of dry lease FFS with respect to the lot. <p>c) If only one/two bidders are qualified with respect to lot 2, each bidder will get not more than 3 000 hours of FFS dry lease for the lot subject to the terms of sub-clause a).</p>			

Subject-matter of the procurement	Aircraft simulators Dry lease services
Number of lots	2

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Boeing-747-400 simulators dry lease services			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
553 920	Euro	1464	hour	30.30	30.30.14.000
Place of Delivery/Performance of Works/Provision of Services (address)			Not determined		
Term and Payment Procedure for Goods (Work. Service)			The Customer shall pay for the services actually provided in accordance with the terms of the agreement within 14-21 working days from the day of receipt of invoice from the Supplier to the e-mail address of the Customer stated in the agreement. <i>(Approval with DGD for economics and finances included in the request card)</i>		
Request Security (amount)			not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			applicable		
Lot № 2					
Name of the Subject-Matter of the Agreement (lot)		Airbus-320 family simulators dry lease services			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1 933 440	Euro	8 056	hour	30.30	30.30.14.000
Place of Delivery/Performance of Works/Provision of Services (address)			Not determined		
Term and Payment Procedure for Goods (Work. Service)			The Customer shall pay for the services actually provided in accordance with the terms of the agreement within 14-21 working days from the day of receipt of invoice from the Supplier to the e-mail address of the Customer stated in the agreement. <i>(Approval with DGD for economics and finances included in the request card)</i>		
Request Security (amount)			not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			applicable		

Assessment and Comparing Criteria of Quotes

Lot №1: Boeing-747-400

Name of Criterion	Points Calculation Procedure for the Criterion	Maximum Number of Points (K)
Criterion 1: cost* of one hour of dry lease FFS Boeing-747-400 in daytime without guarantee of the scope of the order	For calculation of the number of points it shall be applied the following formula: $S_{base} / S_{proposal} \times K$, where - S_{base} – the best (lowest) of all proposals of the bidders; - $S_{proposal}$ – the bidder's proposal subject to assessment; - K – value of maximum number of points from the right cell.	45
Criterion 2: cost* of one hour of dry lease FBS/ FTD Boeing-747-400 in day time without guarantee of the scope of the order.		15
Criterion 3: Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow to the airport at the place of provision of services		15
Criterion 4: Availability of more than one FFS Boeing-747-400 at the place of provision of services	For calculation of the number of points it will be used the following order: - if the bidder conforms to the conditions of the criterion, the bidder's request shall be assigned maximum number of points from the right cell; - if the bidder fails to meet the criterion condition, no points shall be assigned to the criterion.	5
Criterion 5: the supplier guarantees the transfer by route airport - hotel - simulator center and back without payment. (or walking distance availability of the simulator center)		7
Criterion 6: the supplier guarantees the transfer by route airport - hotel - simulator center and back with payment. <i>Note: Criterion 6 is disregarded if Criterion 5 is taken account of.</i>		3
Criterion 7: Systems of briefing/debriefing ensure a continuous control of the crew during simulator session making audio/video record of the crew cabin, display data of avionics and selected AC parameters		5
Criterion 8: The supplier ensures the provision of at least 50% of daytime sessions at simulators.		5
Total		100
* For comparing prices states in the requests of the bidders it will be performed of translation of the currency in Euro at the exchange rate of the Bank of Russia as of the day of opening the envelopes		

Lot №2: Airbus-320 FAMILY

Name of Criterion	Points Calculation Procedure for the Criterion	Maximum Number of Points (K)
Criterion 1: cost* of one hour of dry lease FFS Airbus-320 family in daytime without guarantee of the scope of the order	For calculation of the number of points it shall be applied the following formula: $S_{base} / S_{proposal} \times K$, where - S_{base} – the best (lowest) of all proposals of the bidders; - $S_{proposal}$ – the bidder's proposal subject to assessment; - K – value of maximum number of points from the right cell.	50
Criterion 2: Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow and/or Saint Petersburg to the airport at the place of provision of services	For calculation of the number of points it will be used the following order: - if the bidder conforms to the conditions of the criterion, the bidder's request shall be assigned maximum number of points from the right cell; - if the bidder fails to meet the criterion condition, no points shall be assigned to the criterion.	25
Criterion 3: Availability of more than one FFS Airbus-320 family at the place of provision of services		7
Criterion 4: the supplier guarantees the transfer by route airport - hotel - simulator center and back without payment. (or walking distance availability of the simulator center)		7
Criterion 5: the supplier guarantees the transfer by route airport - hotel - simulator center and back with payment. <i>Note: Criterion 5 is disregarded if Criterion 4 is taken account of.</i>		3
Criterion 6: Systems of briefing/debriefing ensure a continuous control of the crew during simulator session making audio/video record of the crew cabin, display data of avionics and selected AC parameters		5
Criterion 7: The supplier ensures the provision of at least 50% of daytime sessions at simulators.		3
TOTAL		100

** For comparing prices states in the requests of the bidders it will be performed of translation of the currency in Euro at the exchange rate of the Bank of Russia as of the day of opening the envelopes*

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 (P 20-33-17 Edition 3).

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 public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) 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 request for quotations, request for proposals 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 may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals 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 request for quotations, request for proposals (lot).

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. 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. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

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).

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. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. 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".

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for

participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

8.3. 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).

8.4. 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. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

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

9.6. 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.

9.7. 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 Examination, Assessment and Comparison for Requests to Participate in Procurement

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 request for quotations 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 request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for quotations 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 request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled 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 request for quotations, request for proposals. The Customer may 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 request for quotations, request for proposals 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 request for quotations, request for proposals the Competition Commission is necessary to extend or reduce 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 a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction 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 request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement 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 request for proposals 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 request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals 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 request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals 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 request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission 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 signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

10.14. Should the winner in the request for quotations 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 quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

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

10.15. Should the winner in the request for proposals 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 request for proposals is not entitled to waive the conclusion of the agreement.

10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer.

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

11. Consequences of Recognizing the Request for Quotations, Request for Proposals Failed

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals 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 Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals 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>
предлагает заключить договор на
<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 request for quotations, request for proposals.
Quote:
<u>LOT №1</u>
<ol style="list-style-type: none"> 1. cost* of one hour of dry lease FFS Boeing-747-400 in daytime without guarantee of the scope of the order _____excluding VAT, VAT _____; 2. cost* of one hour of dry lease FBS/ FTD Boeing-747-400 in day time without guarantee of the scope of the order _____excluding VAT, VAT _____. 3. Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow to the airport at the place of provision of services ____ yes/no 4. Availability of more than one FFS Boeing-747-400 at the place of provision of services____ yes/no. 5. the supplier guarantees the transfer by route airport - hotel - simulator center and back without payment. (or walking distance availability of the simulator center) ____ yes/no. 6. the supplier guarantees the transfer by route airport - hotel - simulator center and back with payment_____ yes/no. 7. Systems of briefing/debriefing ensure a continuous control of the crew during simulator session making audio/video record of the crew cabin, display data of avionics and selected aircraft parameters_____ yes/no.

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

8. The supplier ensures the provision of at least 50% of daytime sessions at simulators_____ yes/no.
9. Subject to load of FFS at the place of service provision, the supplier is able to provide to the customer the lease services of FFS aircraft type in the scope of:
 - 70 and more % of the total scope of the procurement_____ yes/no;
 - 60-40 % of the total scope of the procurement_____ yes/no;
 - 30 - 15 % of the total scope of the procurement_____ yes/no.

Note: Criterion 6 is disregarded if Criterion 5 is taken account of.

* For comparing prices states in the requests of the bidders it will be performed of translation of the currency in Euro at the exchange rate of the Bank of Russia as of the day of opening the envelopes

LOT №2

1. cost* of one hour of dry lease FFS Airbus-320 family in daytime without guarantee of the scope of the order _____excluding VAT, VAT _____
2. Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow and/or Saint Petersburg to the airport at the place of provision of services____ yes/no.
3. Availability of more than one FFS Airbus-320 family at the place of provision of services_____ yes/no.
4. the supplier guarantees the transfer by route airport - hotel - simulator center and back without payment. (or walking distance availability of the simulator center) ____ yes/no.
5. the supplier guarantees the transfer by route airport - hotel - simulator center and back with payment_____ yes/no.
6. Systems of briefing/debriefing ensure a continuous control of the crew during simulator session making audio/video record of the crew cabin, display data of avionics and selected AC parameters_____ yes/no.
7. The supplier ensures the provision of at least 50% of daytime sessions at simulators_____ yes/no.
8. Subject to load of FFS at the place of service provision, the supplier is able to provide to the customer the lease services of FFS aircraft type in the scope of:
 - 70 and more % of the total scope of the procurement«_____ yes/no;
 - 60-40 % of the total scope of the procurement_____ yes/no;
 - 30 - 15 % of the total scope of the procurement_____ yes/no.

Note: Criterion 5 is disregarded if Criterion 4 is taken account of.

* For comparing prices states in the requests of the bidders it will be performed of translation of the currency in Euro at the exchange rate of the Bank of Russia as of the day of opening the envelopes

2. This Request for participation in the request for quotations, request for proposals, 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.
4. In the event of our winning in the request for quotations, request for proposals 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 request for quotations, request for proposals 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. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.
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. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);

11.3. 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 _____ OKPO _____ OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	

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

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

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. 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 competition 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 competition shall also include a document evidencing the powers of such person.	
4. 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).	
5. 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.	
6. 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.	
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(DD)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(MM)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(YYYY)</i> </div>	

Appendix 3
To Procurement Documentation

1	Subject-Matter of the procurement	<p style="text-align: center;"><i>Aircraft simulators Dry lease services</i></p> <p style="text-align: center;"><u>LOT 1</u> Boeing-747-400: 1.1.Dry lease of full-flight simulator (FFS); 1.2.Dry lease of the flight-training devices (FBS /FTD);</p> <p style="text-align: center;"><u>LOT 2</u>–Airbus-320 family: 2.1.Dry lease of the full-flight simulator (FFS);</p>
2	Nomenclature, description of products, option to replace, and equivalent	<p>2.1 FFS provided by the supplier are certified and have the following performance according to the Qualification Testing Guide (QTG):</p> <p>2.1.1.Qualification level: D</p> <p>2.1.2.Visualization system– standard for qualification level of simulator (at least for 4 windows of the pilot cabin);</p> <p>List of airports complies with the needs of the Customer;</p> <p>Option to support Navigational Database (NDB):</p> <p>-<u>Boeing-747-400</u>:Honeywell, FMC P/N 4052508-952, OPSPS4052770-988 or compatibility with the customer NDB and simulator;</p> <p>- <u>Airbus-320 family</u>: Topflight (p/n C13043AA04) or “Pegasus” (p/n C13042AA04) format FLEXR1a_or compatibility with Customer NDB and simulator.</p> <p>2.1.3. Motion system allowing to fully simulate the spatial location of a plane, 6 DOF;</p> <p>2.1.4. Engine Fit:</p> <p>- <u>Boeing-747-400</u>: configuration CF, PW, RR;</p> <p>- <u>Airbus-320 family</u>: configuration CFM 56-5B4, CFM 56-5A4.</p> <p>2.1.5. Instrument Fit - standard (EFIS/EICAS);</p> <p>2.1.6. Equipment TCAS II– provided for;</p> <p>2.1.7. Equipment Windshear – provided for;</p> <p>2.1.8. Additional capabilities – <i>Radar, GPS, EGPWS, FMS, Predictive Windshear and other</i>;</p> <p>2.1.9. Restrictions/limits – not applicable.</p> <p>2.2. Wearout rate and technical condition of simulators allow performing training tasks in accordance with the training programs of the customer.</p> <p>2.3. The Supplier agrees to provide to the customer the option to make an overflight of simulators to check the condition and stated performance of such simulators. If it is found the actual non-conformity of simulators performance with the parameters stated by the supplier, the customer is entitled not to conclude/terminate an agreement or reduce the scope of orders of services with no penal sanctions for cancellation.</p>
3	Quantity/scope of required units of goods, work, and service	<p><u>LOT1</u>: 1 464 hours of dry lease of Boeing-747-400 simulators, including:</p> <p style="text-align: center;">FFS – 1 224 hours;</p> <p style="text-align: center;">FBS/FTD - 240 hours.</p>

		<u>LOT2</u> : 8 056 hours of dry lease FFS Airbus-320 family.
4	Delivery place of goods, performance of goods and provision of services	Not determined
5	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	LOT1: from 01.01.2018 to 31.12.2018 LOT2: from 01.01.2018 to 31.12.2019
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 regulations 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, works to be performed, service to be provided with the customer needs. If in the procurement documents the customer does not use the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, sizes, packing, shipment of goods, work results established in accordance with the laws of the Russian Federation on technical regulation, laws of the Russian Federation on standardization, the procurement documents shall include the validation of the need to use other requirements related to the establishment of the conformity of goods to be supplied, works to be performed, service to be provided with the customer needs.	<p>6.1. GOST 21659-76 "Aviation Simulators. Terms and Definitions" shall be applicable in part pertaining to the term "Aviation Simulator" to clarify the purpose of the procurement: "A simulator for learning by aircrew on the ground of models of aviation equipment, improvement of skills, researches, preparing and training for flights." For these Terms of Reference to procure the services the "Aviation Simulator" term shall also include such types of simulators as FFS, FBS and FTD/MFTD.</p> <p>Other terms given in GOST 21659-76, shall not be applicable to the subject-matter of the procurement through the following reasons:</p> <ul style="list-style-type: none"> - other terms cannot be applicable to the foreign procurement bidders; - no application of terms is required within the procurement. <p>6.2. GOST P 56075-2014 "Air Transport. Aviation Operations Security Management System (AOS-MS). Security Management System of Aviation of the Aviation Complex Service Providers (Educational Establishments). Guide to the Aviation Security Management System of the Educational Establishment" shall be applicable in part pertaining to requirements for the procurement bidder on the provision of documentation in accordance with clause 7 of the Terms of Reference, and also obligations of the bidder regarding the availability of full-flight and procedure simulators, technical means of training and knowledge control, condition of the training and methodology basis in accordance with clause 8 of the Terms of Reference. Regulations of GOST P 56075-2014 shall be applicable in the scope of the following clauses:</p> <p>"2.14 educational activity: To implement educational programs;</p> <p>2.15 educational organization: Non-profit organization carrying on educational activity under the license as a primary activity in accordance with the purposes for the attainment of which such organization is established;</p> <p>2.16 organization carrying out education: A legal entity which carries out under the license the educational</p>

		<p>activity along with the primary activity, as an additional type of activity;</p> <p>2.17 organizations carrying out educational activity: Educational organizations as well as organizations carrying out training.</p> <p>Note – Individual entrepreneurs who carrying out educational activity shall be ranked as the organizations carrying out educational activity unless the Federal Act states otherwise.</p> <p>4.2 Training of aviation specialists at the educational establishments</p> <p>... at the flight educational establishments to identify deviations both by completeness and quality of:</p> <ul style="list-style-type: none"> - requirements of guidance documents governing the flights operations; - participation of the faculty (cycle commissions) in the development of guidance manuals for flight training and post-flight debriefing of flight elements; - organization of preliminary, pre-flight training, subsequent briefings with course participants and command air staff and instructor pool; - checking the flight training techniques and flight technique of instructors and command flight personnel; - use of the flight hours rate of the course participant by the types of training, especially in the course of introductory program; - condition of training and teaching base of the flight training schools; - of methodological and professional training of instructor personnel; - use of full-flight, procedure simulators in the learning and teaching process as well as technology in education and knowledge control of the course participants; - conformity of pilot training programs at the flight training schools with the operating conditions;; - quantitative values of maximum allowable parameters of the training flights requiring the interference of the instructor into control." <p>6.3. There is no special GOST for certification of aviation training centers (ATC) as now the activity for mandatory ATC certification has a status of governmental service which is vested in the Rosaviation and held in accordance with Federal Aviation Regulations No. 289 dated 29.09.15 "Requirements for educational establishments and establishments carrying out education of the specialists of the relevant level according to the lists of specialists of aviation personnel. Form and procedure for the issuance of a document evidencing the conformity of educational establishments and establishments carrying out education of specialists of the relevant level according to the lists of specialists of aviation personnel, requirements of federal aviation rules."</p>
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7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>7.1. The cost of the dry lease of aircraft simulators include:</p> <ul style="list-style-type: none"> - familiarization of the customer instructor with the work of the simulator; additional familiarization briefing if new equipment is installed or the Simulator is updated. - use of equipment of the simulator in the agreed time; - customization of simulators to the aircraft configurations of the customer; - use of equipment of classes for briefing and debriefing, including CD/DVD – equipment, cockpit panel schematics, projectors, digital equipment for briefing/debriefing, blackboards, and markers; - locker for storage of training documentation of the customer. <p>7.2. Payment currency – in accordance with the terms of the contract.</p> <p>7.3. The cost of services may not be increased in the period of the Contract validity.</p> <p>7.4. The application of VAT shall be ensured in accordance with the terms of Article 6 “Taxes” of the draft contract.</p>
8	<p>Requirements for the acceptance of goods, work, and service</p>	<p>8.1. The Supplier shall form and forward to the customer a package of documents that includes:</p> <ul style="list-style-type: none"> - an invoice with description of services actually provided by the supplier (type, scope, date of service provision); - Certificate of work performed (for RF residents); - list of persons to whom such Service was provided (signed by the supplier or given on the letterhead of the supplier’s company). <p>8.2. If there are no objections under such Certificate, the customer shall sign such Certificate and pay for services of the supplier within 14-21 working days from the day of receipt of the package of documents from the supplier to the e-mail address of the customer given in the contract.</p>
9	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>9.1. Quality Warranties in the scope established in the draft contract shall be applicable to the full contract validity period.</p> <p>9.2. The Customer may conduct audits, monitoring or other procedures for control of service quality provided by the supplier during the contract validity period, on the agreed dated with the suppliers, at least 1 time in 2 years.</p>
10	<p>Other necessary information</p>	<p>10.1. <u>Qualifying requirements for the supplier of services:</u></p> <p>10.1.1. The Supplier of services and/or training center provided by the supplier has documentation evidencing that it has passed the license procedures, certification, approval and recognition and in accordance with the laws of the supplier country:</p> <ul style="list-style-type: none"> - document of state registration of legal entity; – certificate of Approved Training Organization issued by the aviation authorities of the country of supplier/training center;

		<p>- license for the type of activity (if applicable);</p> <p>- certificates (permits for the use) of simulator equipment.</p> <p>10.1.2. Services shall be provided in accordance with the certificate of approved Training Organization</p> <p>10.2. The Supplier shall submit to the customer the documents required to assess the conformity of each full-flight simulator with the requirements of clause 2 of this Terms of Reference:</p> <p>10.2.1. Qualification Certificate and FSTD Evaluation Report (or other document covering the performance of simulators);</p> <p>10.2.2. The list of simulated failures at each full-flight AG simulator (Malfunction List);</p> <p>10.2.3. Information on Performance Data Base (PBD) specification and FMS p/n.</p> <p>10.2.4. Airport Data Base/List of visual model airports of simulator (fully modeled airports and/or generic airports with navigational aids)</p> <p>10.3. <u>Mandatory terms and requirements for the supplier of services:</u></p> <p>10.3.1. The training center of the supplier at the place of service provision has a valid Certificate of Aviation Training Center (ATC) issued by Rosaviation.</p> <p>10.3.2. Location of the training center – Europe.</p> <p>10.3.3. The Training Center shall, for own funds, maintain simulators in good technical and operational condition and shall meet any and all maintenance or repairs which might be required.</p> <p>In the event of technical failures of a simulator, the supplier shall pay/reimburse additional expenses of the customer related to accommodation at the hotel of the customer's specialists at the place of service provision arising as a result of such technical failure.</p> <p>10.3.4. Training of the customer's instructors to manage the instructor's station of the simulator shall be mandatory and shall be performed free of charge.</p> <p>10.3.5. The operations schedule of the simulators include intervals between Sessions* (at least 15 minutes) for changing crews, configuration setting of simulators for training under the required program, or time spent for changing configuration shall be excluded from lease time.</p> <p>*1 session = 4 hours</p> <p>10.3.6. The Supplier shall submit to the customer details with respect to all its owners (beneficiaries) in accordance with the form of the customer with the attachment of supporting documents as well as inform the customer of all changes in the chain of owners during the agreement validity period.</p> <p>10.4. Documentation under sub-clauses 10.1, 10.2 and 10.3.1 of this Terms of Reference shall be submitted to the customer at the procurement procedures stage.</p> <p>10.5. <u>Other material terms.</u></p> <p>10.5.1. Availability at the place of service provision more</p>
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	<p>than one full-flight simulator (FFS): LOT 1 - Boeing-747-400, LOT 2 - Airbus-320 family.</p> <p>10.5.2. Premises for briefing are equipped with the systems for briefing/debriefing which ensure a continuous control of the flight crew performance during simulator session by making audio/video record of the flight deck, display data of avionics and selected aircraft parameters.</p> <p>10.5.3. The supplier ensures the provision of at least 50% of daytime sessions at simulators (state the range of daytime hours in the schedule of the simulator).</p> <p>10.5.4. The supplier guarantees the transfer to the customer's specialists from the airport terminal to the hotel, from the hotel to the training center and back without additional payment.</p> <p>10.5.6. Transport availability of the training center: -LOT 1: Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow to the airport at the place of provision of services. - LOT 2: Availability and adequate frequency of flights (at least with two times a week) of the AEROFLOT Company Group from Moscow and/or Saint Petersburg to the airport at the place of provision of services</p> <p>10.5.7. Subject to clause 10.5.3 above and load of FFS at the place of service provision, the supplier is able to provide to the customer the lease services of FFS aircraft type in the scope of: - 70 and more % of the total scope of the procurement; - 60-40 % of the total scope of the procurement; - 30 - 15 % of the total scope of the procurement <i>(state in the quote).</i></p> <p>10.6. Draft Agreement The bidder participant may submit a draft of counter-agreement complying with all material terms directly stated in the procurement documentation. If the draft of such counter-agreement of the bidder fails to comply with the requirements set by this clause 10.6, the draft of the counter-agreement may be dismissed by the customer with a further dismissal of the request for participation in the request for proposals.</p>
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Draft Agreement

<p style="text-align: center;">SERVICE CONTRACT № _____ <i>Для договоров с зарубежными поставщиками</i> «___»_____2017 г.</p> <p>This Service Contract № _____ (hereinafter referred to as the “Contract”) has been entered between:</p> <p>“ROSSIYA AIRLINES” Joint Stock Company, hereinafter the “Customer”, represented by _____,</p> <p style="text-align: center;">and</p> <p>_____</p> <p>Hereinafter the “Provider”, represented by _____</p> <p>The Customer and the Provider are hereinafter collectively referred to as the “Parties” and individually as the “Party”, therefore the Parties agree as follows:</p> <p>1. SUBJECT MATTER</p> <p>1.1. Provider will render services to the Customer in accordance with the list of services and the prices, which were stated in Annex № 1 to this Contract and according to the terms of this Contract (hereinafter referred as “Services”).</p> <p>2. TERMS OF DELIVERY</p> <p>2.1. Quality and Warranty</p> <p>2.1.1. The Provider hereby represents that it approved to perform the Services contemplated in Annex №1 to this Contract under:</p> <ul style="list-style-type: none"> - Approval of Training Organization (Approval Certificate) issued in accordance with the current legislation of the country of Provider’s Training Centre; - the Aviation Training Organization Certificate, issued by Russian Aviation Authorities. <p>The listed documents are presented to the Customer.</p> <p>2.1.2. A certain level of quality of Services provided by the Provider due to the need to comply with Customer requirements, based on the requirements of international organizations (IATA) and external control of the Russian Federation organizations, while for the Provider’s Services have a direct impact on these factors.</p> <p>Services will be performed in accordance with the standards, programs and practices pertaining to the Provider as a licensed training center, as well as the</p>	<p style="text-align: center;">КОНТРАКТ О ПРЕДОСТАВЛЕНИИ УСЛУГ № _____ «___»_____2017 г.</p> <p>Настоящий Контракт о предоставлении услуг № _____ (далее – «Контракт») заключен между:</p> <p>Акционерным обществом «Авиакомпания «Россия», именуемым в дальнейшем «Заказчик», в лице _____,</p> <p style="text-align: center;">и</p> <p>_____</p> <p>именуемым в дальнейшем «Поставщик», в лице _____</p> <p>Заказчик и Поставщик, далее при совместном упоминании именуемые - «Стороны», а каждый в отдельности «Сторона», пришли к соглашению о нижеследующем:</p> <p>1. ПРЕДМЕТ КОНТРАКТА</p> <p>1.1. Поставщик обязуется предоставлять Заказчику услуги в соответствии с перечнем и ценами, установленными в Приложении №1 к настоящему Контракту, и согласно условиям настоящего Контракта (далее - «Услуги»).</p> <p>2. УСЛОВИЯ ПРЕДОСТАВЛЕНИЯ УСЛУГ</p> <p>2.1. Качество и гарантии</p> <p>2.1.1. Поставщик настоящим подтверждает, что одобрен для предоставления Услуг, перечисленных в Приложении №1 к Контракту, согласно:</p> <ul style="list-style-type: none"> - Сертификату учебной организации, выданному в соответствии с действующим законодательством страны учебного центра Поставщика; - Сертификату (одобрению) авиационного учебного центра, выданному Росавиацией. <p>Перечисленные документы представлены Заказчику.</p> <p>2.1.2. Определенный уровень качества предоставляемых Поставщиком Услуг обусловлен необходимостью соблюдения требований Заказчика, основанных на требованиях международных организаций (IATA) и внешних контролирующих организаций РФ, в то время как Услуги Поставщика оказывают прямое влияние на эти факторы.</p> <p>Услуги будут предоставляться в соответствии со стандартами и методами Поставщика, имеющего</p>
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<p>Customer's standards and requirements specified in this Contract.</p> <p>2.1.3. The Provider shall guarantee to the Customer that all training facility is suitably equipped and in good working order and is approved by Civil Aviation Authorities of Provider.</p> <p>Provider will provide certification, insurance, working capacity and maintenance (including operative) of the training equipment.</p> <p>2.1.4. Full Flight Simulators provided by the Provider according to this Contract are certificated and have the main characteristics of the corresponding to specifications in item 3 of Annex №1 to this Contract.</p> <p>2.1.5. Provider provided Customer with the opportunity to make an overflight to check the deterioration rate, technical condition and declared characteristics of Simulators prior to the conclusion of this Contract.</p> <p>2.1.6. In all cases where Provider retains its own instructors for training of Customer's specialists (hereinafter – Specialists), Provider shall ensure that instructors have the knowledge, skills and qualifications necessary to provide the Training Services according this Contract.</p> <p>2.1.7. Provider shall be responsible for obtaining and maintaining the approvals and other documents required for the licensed aviation training center, which provides Services to the Customer.</p> <p>2.1.8. Provider agrees to the right of the Customer to conduct audits and monitoring the safety and quality of the provided Services in accordance with the terms of Article 10 of the Contract.</p> <p>2.1.9. Provider is entitled to refuse the performance of such services which would be in breach of the applicable legislation or requirements of competent authorities of Provider's country.</p> <p>2.2. Any training material, which is providing by one of the Parties for other Party is the proprietary item of first Party and shall be used for the sole purpose of the training.</p> <p>2.3. The Parties haven't the right to transfer the rights or obligations under this Contract to the third parties without preliminary written consent of other Party. No one third party shall has a right to use any conditions of this Contract.</p> <p>2.4. The provisions of Services will not be interpreted as implying that any regulatory agency certification can be acquired; nor will Provider have any liability or obligation to Customer in the event that Customer or Specialist is unable to obtain such certification.</p> <p>2.5. Each Party undertakes to promptly inform the</p>	<p>лицензию учебного центра, а также стандартами и требованиями Заказчика, указанными в Контракте.</p> <p>2.1.3. Поставщик услуг гарантирует Заказчику, что всё учебное оборудование надлежащим образом оснащено, исправно и одобрено Авиавластями Поставщика.</p> <p>Поставщик обеспечит сертификацию, страхование, работоспособность и техническое обслуживание (в том числе оперативное) учебного оборудования.</p> <p>2.1.4. Комплексные тренажеры самолетов, предоставляемые Поставщиком согласно Контракту, сертифицированы и имеют основные характеристики, соответствующие спецификации, представленной в пункте 3 Приложения №1 к Контракту.</p> <p>2.1.5. Поставщик предоставил Заказчику возможность произвести облет тренажеров для проверки состояния и заявленных характеристик тренажеров до заключения настоящего Контракта.</p> <p>2.1.6. Во всех случаях, когда Поставщик привлекает своих инструкторов для обучения специалистов Заказчика (далее – Специалисты), Поставщик обязан гарантировать, что инструкторы имеют знания, мастерство и квалификацию, необходимые для предоставления Услуг согласно настоящему Контракту.</p> <p>2.1.7. Поставщик будет ответственен за получение и поддержание одобрений и других документов, требуемых для сертифицированного авиационного учебного центра, предоставляющего Услуги Заказчику.</p> <p>2.1.8. Поставщик соглашается с правом Заказчика на проведение аудитов и мониторинга безопасности и качества предоставляемых Услуг в соответствии с условиями Статьи 10 Контракта.</p> <p>2.1.9. Поставщик вправе отказаться от выполнения тех услуг, которые предоставлялись бы в нарушение применяемого законодательства или требований компетентных органов страны Поставщика.</p> <p>2.2. Любой учебный материал, предоставленный одной из Сторон другой Стороне, является предметом собственности первой Стороны и должен использоваться единственно в целях обучения.</p> <p>2.3. Стороны не вправе передавать свои права или обязательства по Контракту третьим лицам без предварительного письменного согласия другой Стороны. Никакая третья сторона не имеет права использовать любое условие Контракта.</p> <p>2.4. Предоставление Услуг, не может быть истолковано как основание для успешного прохождения аттестации в каком-либо регулирующем органе; при этом Поставщик не несет никакой ответственности или обязательств перед Заказчиком в случае, если Заказчик или Специалист не сможет пройти такую аттестацию.</p> <p>2.5. Каждая из Сторон обязуется своевременно</p>
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<p>other Party of all events that may adversely affect the performance of the conditions and obligations under this Contract, or to deprive any Party an opportunity to provide or receive services.</p> <p>3. UNDERTAKINGS OF THE PARTIES</p> <p>3.1. The Customer undertakes:</p> <p>3.1.1. To pay the price for the Services in accordance with payment terms of this Contract.</p> <p>3.1.2. Customer shall be responsible for all costs related to training and/or Customer's use of Provider's training equipment: all transportation costs, hotel accommodation, visa registration, incidental expenses of Customer's personnel;</p> <p>3.1.3. To maintain insurances cover, such as: - general liability insurance of the aviation company of Customer; - worker's compensation and personal medical insurance all Customer's Representatives who shall train with Provider.</p> <p>3.1.4. Ensure that its flight crews, trainers and trainees follow the reasonable instructions of Provider with respect to the safe and proper use of the Simulator(s) of Provider.</p> <p>3.1.5. At the request of Provider to provide the personal identifiable information of the Customer's Specialists required for compliance with the security conditions and to gain access to Provider's training center for receiving services by Specialists according to conditions of this Contract.</p> <p>3.1.6. In relation to this Contract, Parties have agreed to consider as personally identifiable information provided by the Customer according to item 3.1.5 of the Contract, the following information: - name, surname, date of birth; - series, number, date of issue, period of validity of the passport; - work place, specialty; - visit purpose, terms of stay in training center, place of hotel accommodation. Other personal data can be provided to Provider with written consent of Customer's Specialists, only if that doesn't contradict to the Russian legislation on the protection of personal data.</p> <p>3.2. The Provider undertakes:</p> <p>3.2.1. To confirm within 3 (Three) days its own readiness for providing of Services to Customer in accordance to Customer's requests.</p>	<p>информировать другую Сторону обо всех событиях, которые могут неблагоприятным образом повлиять на исполнение условий и обязательств по Контракту, либо лишить любую из Сторон возможности предоставлять или получать Услуги.</p> <p>3. ОБЯЗАТЕЛЬСТВА СТОРОН</p> <p>3.1. Заказчик обязан:</p> <p>3.1.1. Оплачивать Услуги в соответствии с условиями настоящего Контракта.</p> <p>3.1.2. Заказчик будет ответственен за все затраты, связанные с обучением и/или использованием Заказчиком учебного оборудования Поставщика: - расходы на транспортировку, проживание, визовое оформление, непредвиденные расходы персонала Заказчика;</p> <p>3.1.3. Обеспечивать страховое покрытие: - страхование гражданской ответственности авиакомпании Заказчика; - страхование от несчастного случая при исполнении служебных обязанностей и персональное медицинское страхование всех представителей Заказчика, направляемых на обучение к Поставщику.</p> <p>3.1.4. Убедиться, что его летные экипажи, инструкторы и слушатели следуют разумным инструкциям Поставщика относительно безопасного и надлежащего использования Тренажеров Поставщика.</p> <p>3.1.5. По требованию Поставщика предоставить персональные данные Специалистов Заказчика, необходимые для соблюдения условий безопасности и доступа в тренажерный центр Поставщика для получения Специалистами Услуг по Контракту.</p> <p>3.1.6. Применительно к Контракту, Стороны согласились считать персональными данными, предоставляемыми Заказчиком в соответствии с пунктом 3.1.5 Контракта, следующую информацию: - фамилия, имя, дата рождения; - серия, номер, дата выдачи, срок действия паспорта; - место работы, специальность; - цель визита, сроки пребывания в учебном центре, размещение в гостинице. Иные персональные данные могут быть предоставлены Поставщику с письменного согласия Специалистов Заказчика, только в том случае, если предоставление таковых не противоречит законодательству Российской Федерации о защите персональных данных.</p> <p>3.2. Поставщик обязан:</p> <p>3.2.1. Подтвердить в течение 3 (Трех) дней свою готовность предоставить Услуги Заказчику в соответствии с запросами Заказчика.</p> <p>3.2.2. Предоставлять Заказчику Услуги согласно</p>
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<p>3.2.2. To provide the Services to Customer in according to the Contract;</p> <p>3.2.3. To form and send to the Customer a package of documents for payment of actually provided Services according to Article 5 of this Contract.</p> <p>3.2.4. To provide of safety briefings for Customer's Specialists before using the training equipment and to provide the safety of trainings for Customer's personnel.</p> <p>3.2.5. To enforce the guarantees and obligations of the Provider in accordance with item 2.1 of the Contract.</p> <p>3.2.6. To guarantee and provide adequate protection of the rights of subjects of personal information if personal information has been requested and provided according to paragraph 3.1.5 of the Contract. Upon the demand of the Customer to provide in writing the list of actions with personal information and the general description of ways of processing of personal information, requisites of the person/legal entity which is carrying out such processing.</p> <p>4. PLANNING AND RESERVATIONS</p> <p>4.1. Requests for scheduling of Services shall be made by Customer to Provider in writing and consist follow information:</p> <ul style="list-style-type: none"> - types and volume of Services; - Periods of the Services. <p>4.2. Provider does not guarantee that the dates and times requested by Customer will be available until Provider has confirmed such availability in writing. Customer's Requests became Bookings after their confirming by Provider and qualify for cancellation fees.</p> <p>4.3. Customer can make Reservations – options of requests that are remain valid for 5 days.</p> <p>4.4. Customer may make Bookings and reservations one year in advance. _____</p> <p>4.5. Planning department of Provider: Phone _____ E-mail _____</p> <p>4.6. Planning department of Customer: Phone 8 (812) 6-333-834, 8 (812) 6-333-999 (ad. 16-03) E-mail: Trainingdepartment@rossiya-airlines.com</p> <p>4.7. Customer is entitled to request changes and/or additions to the confirmed schedule. Provider will use commercially reasonable efforts to accommodate such requests so long as the request does not impact time reserved for other customers.</p> <p>4.8. The Provider has no right to cancel Orders or to change time of provision of Orders for the purpose</p>	<p>условиям настоящего Контракта;</p> <p>3.2.3. Формировать и направлять Заказчику пакет документов для оплаты фактически предоставленных Услуг в соответствии со Статьей 5 Контракта.</p> <p>3.2.4. Провести инструктаж Специалистов Заказчика по технике безопасности перед использованием учебного оборудования и обеспечить безопасность тренировок персонала Заказчика.</p> <p>3.2.5. Обеспечить исполнение гарантий и обязательств Поставщика в соответствии с пунктом 2.1 Контракта.</p> <p>3.2.6. Гарантировать и обеспечивать адекватную защиту прав субъектов персональных данных, если персональные данные были затребованы и предоставлены в соответствии с пунктом 3.1.5 Контракта. По требованию Заказчика предоставить в письменном виде перечень действий с персональными данными и общее описание способов обработки персональных данных, реквизиты лица/юридического лица, осуществляющего такую обработку.</p> <p>4. ПЛАНИРОВАНИЕ И РЕЗЕРВИРОВАНИЕ</p> <p>4.1. Запросы о предоставлении Услуг должны быть направлены Заказчиком Поставщику в письменной форме и содержать следующую информацию:</p> <ul style="list-style-type: none"> - вид и объем Услуги; - сроки предоставления Услуг. <p>4.2. Поставщик не гарантирует, что даты и часы, запрашиваемые Заказчиком, смогут быть использованы, до тех пор, пока Поставщик не подтвердит письменно наличие такой возможности. Подтвержденные Поставщиком запросы Заказчика становятся Заказами, на которые распространяется плата за отмену.</p> <p>4.3. Заказчик может сделать Резервирование – варианты запросов, которые остаются действительными в течение 5 дней.</p> <p>4.4. Заказчик может сделать предварительные Заказы на один год. _____</p> <p>4.5. Отдел планирования Поставщика: Телефон _____ Электронный адрес _____</p> <p>4.6. Отдел планирования Заказчика: Телефон: 8 (812) 6-333-834, 8 (812) 6-333-999 (добавочный 16-03) Электронный адрес: Trainingdepartment@rossiya-airlines.com</p> <p>4.7. Заказчик вправе запрашивать об изменениях или дополнениях утвержденного графика. Поставщик приложит коммерчески целесообразные усилия для удовлетворения таких запросов при условии, что они не повлияют на время, зарезервированное для других заказчиков.</p> <p>4.8. Поставщик не вправе отменять Заказы и/или изменять время предоставления Заказов в целях удовлетворения потребностей других заказчиков</p>
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<p>of a requirements satisfaction of other customers without written consent of the Customer.</p> <p>5. PAYMENTS</p> <p>5.1. The prices of Services are agreed in Annex №1 to this Contract and can't be increased during the period of validity of the Contract.</p> <p>5.2. Invoices must be stated to the actual Service provided in accordance with the applicable prices.</p> <p>5.3. Provider shall form and submit to Customer the package of documents, including:</p> <ul style="list-style-type: none"> - the invoice with the description of the actually performed Service (the type, volume, date of Services); - the act of acceptance of Services (hereinafter -Act) (for Russian tax residents); - the list of persons to whom the Service was provided (signed by Provider or presented according to Provider's form). <p>5.4. In the absence of objections under the Act, the Customer signs the Act within 5 (Five) working days after its receipt and pays the Services of the Provider within 21 (twenty one) working days from the date of receipt of package of documents which was formed according to item 5.3 of this Article 5. Date of receipt is the date of receipt of the package of documents to Customer's e-mail address Trainingdepartment@rossiya-airlines.com in such kind which doesn't contain mistakes and allows the Customer to make payment.</p> <p>5.5. All invoices shall be stated and paid in _____ (currency).</p> <p>5.6 Payment conditions another than upwards stated, may be defined and agreed in Annexes to this Contract.</p> <p>6. TAXES</p> <p>6.1. For the purposes of this Contract "Taxes" are defined as all taxes, fees, charges or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to, sales, use, value added, gross receipts, stamp, excise, transfer and similar taxes imposed by any Russia or foreign taxing authority arising out of or in connection with this Contract.</p> <p>6.2. All prices in this Contract include:</p> <ul style="list-style-type: none"> - A (for Russian tax residents). All Taxes and costs of Provider associated with the provision of Services under this Contract, excluding value added tax (VAT). VAT (if required by applicable Russian law) is to be paid on top and in addition to the prices specified in this Contract. 	<p>без письменного согласия Заказчика.</p> <p>5. ПЛАТЕЖИ</p> <p>5.1. Стоимость Услуг согласована в Приложении №1 к Контракту и не может быть увеличена в период действия Контракта.</p> <p>5.2. Счета должны выставляться за фактически предоставленные Услуги в соответствии с действующими ценами.</p> <p>5.3. Поставщик обязан сформировать и направить Заказчику пакет документов, включающий в себя:</p> <ul style="list-style-type: none"> - счет с описанием фактически предоставленных Поставщиком Услуг (вид, объем, дата предоставления Услуги); - акт выполненных работ (далее – Акт) (для резидентов РФ); - список лиц, которым предоставлялась Услуга (подписанный Поставщиком или представленный на бланке Поставщика). <p>5.4. При отсутствии возражений по Акту Заказчик подписывает Акт в течение 5 (Пяти) рабочих дней после его получения и оплачивает Услуги Поставщика в течение 21 (Двадцати одного) рабочего дня со дня получения пакета документов, сформированного согласно пункту 5.3 настоящей Статьи 5. Датой получения является дата получения в адрес электронной почты Заказчика Trainingdepartment@rossiya-airlines.com пакета документов в таком виде, который не содержит ошибок и позволяет Заказчику произвести оплату.</p> <p>5.5. Все счета должны быть выставлены и оплачены в _____ (валюта).</p> <p>5.6 Условия оплаты, отличающиеся от выше изложенных условий, могут быть установлены и согласованы в Приложениях к Контракту.</p> <p>6. НАЛОГИ</p> <p>6.1. Для целей Контракта, под «Налогами» следует понимать любые налоги, сборы, пошлины или начисления, а также любые проценты, штрафы или другие дополнения к налогам, включая, помимо прочего, налог на продажу, налог на использование, налог на добавленную стоимость, налог на валовый доход, гербовые и акцизные сборы, налог на передачу и аналогичные налоги, взимаемые любыми российскими или зарубежными налоговыми органами на основании Контракта или в связи с ним.</p> <p>6.2. Все цены в Контракте включают в себя:</p> <ul style="list-style-type: none"> - А (для резидентов РФ). Все Налоги и расходы Поставщика, связанные с предоставлением Услуг по Контракту, за исключением налога на добавленную стоимость (НДС). НДС (если таковой подлежит уплате согласно законодательству России) уплачивается сверх и в дополнение к ценам, указанным в Контракте.
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<p>- B (for non-tax residents of Russia) All Provider's Taxes and costs associated with the provision of Services under this Contract, including VAT (if required by applicable law of Provider's country).</p> <p>6.3. Applicability of Value Added Tax will be detailed in Annex №1 to this Contract.</p> <p>7. CANCELLATION FEE</p> <p>7.1. Cancellation of Bookings by the Customer shall be made in writing to Planning department of Provider.</p> <p>7.2. Unless Provider is successful in reselling the Booking to another customer, Provider may charge cancellation fee according the following principles:</p> <ul style="list-style-type: none"> - Cancellation more than 30 calendar days before the start date of the Booking: cancellation fees is not applicable; - Cancellation with 30 calendar days or less but more than 15 calendar days before the start date of the Booking: cancellation fee is 50% of the price of the cancelled Booking; - Cancellation with 15 calendar days or less before the start date of the Booking or with no-show: cancellation fee is 100% of the price of the cancelled Booking. <p>7.3. Change of names of Customer's Specialists /instructors before starting of training is not a change of Booking and cancellation fees a subject to the cancellation fee.</p> <p>7.4. It is possible operative moving of Booking to any vacant hours with accordance to Parties' agree. In this case cancellation fee is not applicable.</p> <p>7.5. Any cancellation charge shall be invoiced separately.</p> <p>In case of payment in advance for cancelled Service by Customer, cancellation charge shall be deducted from advancing payment. The rest will be return back to Customer or take into account further Service if Customer agreed.</p> <p>7.6. In case Cancellation of Bookings/ this Contract was terminated by reasons depending on Provider, cancellation fee is not applicable.</p> <p>8. TECHNICAL FAILURE OR DEFICIENCY OF TRAINING EQUIPMENT</p> <p>8.1. In case the Customer is unable to use the training equipment due to a technical failure or deficiency, or due to the lack of approvals that are the responsibility of Provider (hereinafter – Failure), the Customer has the option to decide :</p> <ul style="list-style-type: none"> a) To accept the Failure situation as is and to agree that the training is successfully completed b) To suspend the training. In this case Provider shall to reschedule training sessions within a reasonable period at mutually agreeable time and for such 	<p>- Б (для нерезидентов РФ). Все Налоги и расходы Поставщика, связанные с предоставлением Услуг по Контракту, включая НДС (если таковой подлежит уплате в соответствии с законодательством страны Поставщика).</p> <p>6.3. Применение НДС будет детализировано в Приложении №1 к Контракту.</p> <p>7. ПЛАТА ЗА ОТМЕНУ</p> <p>7.1. Об отмене Заказов Заказчик в письменной форме информирует Отдел планирования Поставщика.</p> <p>7.2. Если Поставщик не перепродает Заказ другому заказчику, Поставщик может взыскать плату за отмену согласно следующим принципам:</p> <ul style="list-style-type: none"> - в случае отмены более чем за 30 календарных дней до даты начала Заказа - плата за отмену не применяется; - в случае отмены за 30 календарных дней и менее, но более чем за 15 календарных дней до даты начала Заказа - 50 % стоимости отмененного Заказа; - в случае отмены за 15 календарных дней и менее до даты начала Заказа или в случае неявки - 100 % стоимости отмененного Заказа. <p>7.3. Изменение имен Специалистов/инструкторов Заказчика перед началом подготовки не является изменением Заказа и не является поводом для платы за отмену.</p> <p>7.4. По согласованию Сторон допускается оперативное перемещение Заказа на любые свободные учебные часы. В этом случае плата за отмену не применяется.</p> <p>7.5. На плату за отмену выписывается отдельный счет.</p> <p>В случае если Заказчик уже оплатил отмененную им Услугу, комиссия за отмену удерживается из суммы предоплаты. Разница будет возвращена Заказчику или учтена при оплате другой Услуги по согласованию с Заказчиком.</p> <p>7.6. В случае отмены Заказа/ расторжения Контракта по причинам, зависящим от Поставщика, плата за отмену не применяется.</p> <p>8. ТЕХНИЧЕСКИЙ ОТКАЗ ИЛИ ДЕФИЦИТ УЧЕБНОГО ОБОРУДОВАНИЯ</p> <p>8.1. В том случае, если Заказчик не может использовать учебное оборудование из-за технического отказа или дефицита, или из-за отсутствия одобрений, являющихся ответственностью Поставщика (далее – Отказ), Заказчик имеет выбор:</p> <ul style="list-style-type: none"> a) Принять ситуацию Отказа как таковую и считать, что обучение успешно завершено; b) Приостановить обучение. В этом случае Поставщик обязан перепланировать учебные сессии в пределах разумного периода во взаимно согласованное и достаточное для достижения учебной цели время;
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<p>period of time required to achieve the training objective of the training session at issue;</p> <p>c) To refuse training. In this case, Provider compensate to the Customer the sums (if this training was paid in advance) for this lost training session and for next lost Services due to Failure;</p> <p>8.2. In all cases the Customer shall be reimbursed for the reasonable extra costs for an extended hotel stay of Customer's participants at place of Services providing, caused by such Failure.</p> <p>8.3. Customer/Customer's instructor and Provider shall record a technical Failure in special Log of Provider. Customer/Customer's instructor immediately receives a copy of this Log.</p> <p>9. CONFIDENTIALITY</p> <p>9.1. This Contract between Customer and Provider and any of proprietary documentation of any Party shall be treated by both Parties as highly confidential information and shall not be released in whole or partly to any third party without prior written consent of the other Party.</p> <p>10. AUDIT</p> <p>10.1. Customer has the right to monitoring and audits the quality and compliance of services delivered by Provider to the standards, requirements and conditions in accordance to this Contract. Authorized representatives of Customer will carry out such monitoring and audits on a date agreeing with Provider not less than 1 time in 2 years.</p> <p>10.2. In case of inconsistency of hereinabove quality and equipment, Provider is obliged to dispose of such inconsistencies. In case such inconsistencies have influenced the training process, the Provider is obliged to repeat the training course fully or partly. In this case, the additional payment won't be requested.</p> <p>Moreover, in case the Provider is obliged to compensate the Customer's the additional transport expenses and accommodation of the Customer's trainees.</p> <p>10.3. Provider is obliged to analyze the Customer's reports on audits and monitoring, develops corrective measures to eliminate the identified inconsistencies, as well as to consider complaints and claims from the Customer in the terms agreed by the Parties.</p> <p>10.4. Main indicators and measurable goals, quantitative indicators of the evaluation criteria agreed by the Parties in Annex №2 to the Contract.</p> <p>10.5. The Customer reserves the right to perform</p>	<p>с) Отказаться от обучения. В этом случае Поставщик возмещает Заказчику суммы (если обучение было предварительно оплачено) за потерянную учебную сессию и последующие за ней Услуги, потерянные вследствие Отказа.</p> <p>8.2. Во всех случаях Заказчику должны быть возмещены дополнительные затраты, связанные с вынужденным пребыванием специалистов Заказчика в гостинице по месту предоставления услуг вследствие Отказа.</p> <p>8.3. Заказчик/инструктор Заказчика и Поставщик вносят запись о техническом Отказе в специальный Журнал Поставщика. Заказчик/инструктор Заказчика незамедлительно получает копию записи из Журнала.</p> <p>9. КОНФИДЕНЦИАЛЬНОСТЬ</p> <p>9.1. Настоящий Контракт между Заказчиком и Поставщиком и любая документация, составляющая собственность любой из Сторон будет рассматриваться обеими Сторонами как строго конфиденциальная информация, которая не должна быть доступна полностью или частично никакому третьему лицу без предварительного письменного согласия другой Стороны.</p> <p>10. АУДИТ</p> <p>10.1. Заказчик имеет право на проведение мониторинга и аудитов качества и соответствия предоставляемых Поставщиком Услуг стандартам, требованиям и условиям в соответствии с Контрактом. Аудиты и мониторинг будут проводиться полномочными представителями Заказчика в даты, согласованные с Поставщиком, не реже чем 1 раз в 2 года</p> <p>10.2. В случае выявленных несоответствий вышеуказанных параметров, Поставщик обязан незамедлительно устранить их, и, если таковые повлияли на учебный процесс, вновь предоставить услугу (частично или полностью). Дополнительная плата при этом не взимается.</p> <p>Кроме того, в этом случае Поставщик обязан компенсировать Заказчику дополнительные транспортные расходы и затраты на проживание персонала Заказчика.</p> <p>10.3. Поставщик обязан анализировать представленные Заказчиком отчеты о проведенных аудитах и мониторинге, разрабатывать корректирующие мероприятия по устранению выявленных несоответствий, а также рассматривать жалобы и претензии со стороны Заказчика в согласованные Сторонами сроки.</p> <p>10.4. Основные показатели и измеряемые цели, количественные показатели критериев оценки согласованы Сторонами в Приложении №2 к Контракту.</p> <p>10.5. Заказчик оставляет за собой право проводить внеплановые аудиты на условиях предварительного</p>
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<p>unplanned audits under the conditions of preliminary notification of the Provider in case of occurrence of objective reasons: the decrease in the quality index lower than 95% for two quarters of the year and / or requirements of external control organizations.</p> <p>11. APPLICABLE LAW AND JURISDICTION</p> <p>11.1. This Contract is constructed and shall be interpreted under the laws of _____ (<i>laws of Russia - for Russian residents</i>).</p> <p>11.2. In case of any dispute, Parties agree to make every effort to reach an amicable settlement. If such settlement is not reached, the dispute shall be brought before the arbitration (court) in _____ (<i>in the place of services providing - for Russian residents</i>), in accordance with the _____ arbitration act (<i>Russian arbitration act - for Russian tax residents</i>).</p> <p>12. EXCUSABLE DELAY (FORCE-MAJEURE)</p> <p>12.1. The Parties shall not be responsible for, nor be deemed to be in default on account of delays in the performance of this Contract, due to acts of God, fire, explosion, war, riots, strikes, governmental regulation or any other causes beyond the Parties' reasonable control and not due to their fault and negligence.</p> <p>12.2. The Parties shall give notice to each other of the commencement of an Excusable Delay within ten (10) days thereof. Such notice shall state the nature of the delay and if possible, its expected duration. However, if the cause of the delay is such as to render this Contract impracticable, either Party shall have the right to terminate this Contract.</p> <p>13. LIABILITIES AND INDEMNIFICATION</p> <p>13.1. Customer releases Provider from any liability and shall indemnify and hold Provider harmless from and against any and all losses, costs, damages, claims or expenses, if they were caused, in connection with the use of the Customer's Specialists skills obtained during the provision of the Services under this Contract.</p> <p>13.2. The Customer guarantees to compensate Provider for any harm if this was caused by gross negligence, fault or willful misconduct of Customer and arising out of Services provided with according to this Contract.</p> <p>14. TERM</p>	<p>оповещения Поставщика при условии возникновения объективных причин: снижения показателя качества процесса ниже 95% в течение 2х кварталов и/или требований внешних контролирующих организаций.</p> <p>11. ПРИМЕНЯЕМЫЙ ЗАКОН И ЮРИСДИКЦИЯ</p> <p>11.1. Настоящий Контракт разработан и должен истолковываться в соответствии с законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>11.2. В случае любого спора Стороны соглашаются приложить все усилия для достижения согласия в досудебном порядке. Если такое урегулирование не достигнуто, спор должен быть представлен на рассмотрение в арбитражный суд (суд) в _____ (<i>для резидентов - по месту предоставления услуг</i>) в соответствии с арбитражным законодательством _____ (<i>РФ – для резидентов</i>).</p> <p>12. ИЗВИНИТЕЛЬНАЯ ЗАДЕРЖКА (ФОРС-МАЖОР)</p> <p>12.1. Стороны не будут нести ответственность за несвоевременное выполнение обязательств, предусмотренных настоящим Контрактом, и не будут считаться нарушившими свои обязательства, если задержка вызвана непреодолимой силой, пожаром, взрывом, войной, забастовками, правительственными актами или любыми обстоятельствами, находящимися вне контроля Сторон и не являющимися результатом их ошибок и небрежности.</p> <p>12.2. Стороны должны уведомить друг друга о начале Извинительной Задержки в течение десяти (10) дней. В уведомлении указывается характер задержки и, если возможно, ее предполагаемая продолжительность. Однако если в результате Извинительной Задержки Контракт окажется невыполнимым, то любая Сторона получает право прекратить действие Контракта.</p> <p>13. ОТВЕТСТВЕННОСТЬ И КОМПЕНСАЦИЯ</p> <p>13.1. Заказчик освобождает Поставщика от любой ответственности и гарантирует Поставщику безопасность применительно к любым и всем убыткам, расходам, повреждениям, претензиям или издержкам любого рода, если таковые возникли в связи с применением Специалистами Заказчика профессиональных навыков, полученных в процессе предоставления Услуг по Контракту.</p> <p>13.2. Заказчик гарантирует Поставщику возмещение ущерба, если таковой вызван небрежностью или умышленными неправомерными действиями Заказчика и возник в связи с предоставлением Услуг по Контракту.</p> <p>14. СРОК ДЕЙСТВИЯ</p>
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<p>14.1. Term of validity of this Contract: from date of signing by both Parties until and inclusive 31.12.201_. Term of validity of this Contract will cover Parties' relations if any arisen in connection with the subject matter of this Contract from 01.01.2018 until the date of signing of Contract.</p> <p>14.2. Each Party shall be entitled to terminate this Contract by sending a termination notice to other Party_____.</p> <p>14.3. Either Party shall be entitled to exercise its claims out of this Contract after the termination of this Contract, provided such claims arise during the term of this Contract</p> <p>15. PROVIDING OF INFORMATION</p> <p>15.1. Provider shall provide the Customer with the information of all owners of Provider, including beneficial owners and final beneficiaries, attaching confirming documents. The information shall be provided according to the form which is in the Annex № 3 to this Contract before the signing date of this Contract.</p> <p>15.2. In case of any changes in the chain of Provider's owners, Provider shall notify Customer, attaching confirming documents, in a 5 (Five) calendar days.</p> <p>16. MISCELLANEOUS</p> <p>16.1. Any and all amendments or appendixes to this Contract shall only be valid and bind the Parties if made in writing and signed by duly authorized representatives of the Parties. As of the day of signature they become an inseparable part of this Contract.</p> <p>16.2. Annexes № 1, № 2 and № 3 are an inseparable part of this Contract. ____.</p> <p>16.3. Any notices submitted by the Parties to each other shall be sent by registered mail, e-mail or fax to the address specified in the Contract or to other addresses which were stated by the Parties. The delivery of the notice to the last address which was stated by the Party shall be considered as proper if the receiving Party have not informed the delivering Party about the address changes.</p> <p>16.4. Term "In writing" is defined as a signed paper document or electronic notice. Concerning to changes of the Contract's conditions, term "In writing" means a paper document signed by Parties.</p> <p>16.5. In case of any disagreements in the text of the Contract, the Party will be guided by the text certified by a seal of Legal Department of the</p>	<p>14.1. Срок действия Контракта: с даты подписания обеими Сторонами до 31.12.201_ включительно. Условия Контракта распространяются на отношения Сторон, если таковые возникли в связи с предметом Контракта с 01.01.2018 до момента подписания Контракта.</p> <p>14.2. Каждая Сторона вправе расторгнуть Контракт, уведомив об этом другую Сторону_____.</p> <p>14.3. После прекращения действия Контракта любая из Сторон имеет право требовать исполнения обязательств по Контракту, если эти обязательства были приняты в период действия Контракта.</p> <p>15. ПРЕДОСТАВЛЕНИЕ ИНФОРМАЦИИ</p> <p>15.1. Поставщик обязуется предоставить Заказчику сведения в отношении всех своих собственников, включая бенефициаров и конечных бенефициаров, с приложением подтверждающих документов. Сведения должны быть предоставлены согласно форме Приложения № 3 к Контракту до момента подписания Контракта.</p> <p>15.2. В случае любых изменений в цепочке собственников Поставщика, последний обязан уведомить об этом Заказчика с предоставлением подтверждающих документов в течение 5 (Пяти) календарных дней.</p> <p>16. ПРОЧИЕ УСЛОВИЯ</p> <p>16.1. Любые и все дополнения и изменения к Контракту действительны и налагают на Стороны обязательства только в том случае, если они совершены в письменной форме и подписаны полномочными представителями Сторон. Со дня подписания они становятся неотъемлемой частью Контракта.</p> <p>16.2. Приложения №1, №2 и №3 являются неотъемлемой частью Контракта. ____.</p> <p>16.3. Любые уведомления, отправляемые друг другу Сторонами, будут отправляться заказным письмом, электронной почтой или факсом по указанному в Контракте адресу или другим, указанным Сторонами, адресам. Отправка уведомления по последнему указанному Стороной адресу считается выполненной надлежащим образом, если Сторона-получатель не сообщила Стороне-отправителю об изменении адреса.</p> <p>16.4. Термин «в письменной форме» означает подписанный бумажный документ или электронное сообщение. Относительно изменений условий Контракта, термин «в письменной форме» означает подписанный Сторонами бумажный документ.</p> <p>16.5. В случае возникновения каких-либо разногласий по тексту Контракта, Стороны будут руководствоваться текстом, заверенным печатью правового департамента Заказчика или содержащимся в прошитом и заверенном</p>
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<p>Customer or containing in the stitched and certified Contract.</p> <p>16.6. Anti-corruption clause.</p> <p>16.6.1. 1. While performing its obligations under the Contract, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>16.6.1. 2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 16.6.1.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 16.6.1.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Contract as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 7 (Seven) calendar days from the date of receipt of the written notification.</p> <p>16.6.1. 3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 16.6.1.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of 40 (Forty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 40 (Forty) calendar days after the date</p>	<p>Контракте.</p> <p>16.6. Антикоррупционная оговорка.</p> <p>16.6.1. При исполнении своих обязательств по Контракту Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Контракту Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Контракта законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>16.6.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 16.6.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 16.6.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым для целей Контракта законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 7 (Семи) календарных дней с даты получения письменного уведомления.</p> <p>16.6.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 16.6.1, другая Сторона имеет право расторгнуть Контракт в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Контракт считается расторгнутым по истечении 40 (Сорока) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Контракта. Сторона, по инициативе которой был расторгнут Контракт в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Контракта. Срок</p>
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<p>of receipt of the corresponding claim from the Party initiating termination of the Contract.</p> <p>17. NOTICE AND CORRESPONDENCE</p> <p>Any notices under this Contract given by either Party to the other, shall be in writing addressed to:</p> <p>17.1 Customer: E-mail: Trainingdepartment@rossiya-airlines.com</p> <p>17.2. Provider: _____</p> <p>18. ADDITIONAL SERVICES</p> <p>18.1. Upon request of Customer, Provider will make a hotel reservation:</p> <p>18.1.1. _____, (name, address, tel. of hotel) e-mail of service team _____;</p> <p>18.1.2. _____, (name, address, tel. of hotel) e-mail of service team _____;</p> <p>The hotel booking request of Customer must be sent from Customer's email: businessstrip@rossiya-airlines.com to the service team of hotel. The booking confirmation normally will be sent back in 24 hours, to e-mail address of Customer according this item.</p> <p>18.2. Transportation of Customer's trainees from Airport Terminal to the hotel, from the hotel to Training centre's facility and backwards _____.</p> <p>19. ADDRESSES AND BANK DETAILS OF THE PARTIES</p> <p>19.1. Customer: "ROSSIYA AIRLINES" Joint Stock Company, 18/4, Pilotov Street, St. Petersburg, Russia, 196210 Tel. 8 (812) 6-333-999 Customer Bank Details _____ _____ _____ _____</p> <p>19.2. Provider: _____</p>	<p>возмещения ущерба составляет 40 (Сорок) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Контракт.</p> <p>17. УВЕДОМЛЕНИЕ И ПЕРЕПИСКА</p> <p>Любые уведомления по Контракту от одной Стороны другой должны быть направлены в письменной форме в адреса:</p> <p>17.1. Заказчик: Электронный адрес: Trainingdepartment@rossiya-airlines.com</p> <p>17.2. Поставщик: _____</p> <p>18. ДОПОЛНИТЕЛЬНЫЕ УСЛУГИ</p> <p>18.1. По запросу Заказчика, Поставщик окажет содействие в бронировании следующих гостиниц:</p> <p>18.1.1. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____;</p> <p>18.1.2. _____, (наименование, адрес гостиницы) электронный адрес сервисного центра _____.</p> <p>Запрос бронирования гостиницы должен быть направлен с электронного адреса Заказчика businessstrip@rossiya-airlines.com в электронный адрес сервисного центра гостиницы. Стандартный период подтверждения заказа - в течение 24 часов, в электронный адрес Заказчика, указанный в настоящем пункте.</p> <p>18.2. Предоставление трансфера для персонала Заказчика от терминала аэропорта к гостинице, от гостиницы к учебному центру и обратно _____.</p> <p>19. АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН</p> <p>19.1. Заказчик: Акционерное общество «Авиакомпания «Россия», улица Пилотов, дом 18, корпус 4, Санкт-Петербург, Россия, 196210 Тел. 8 (812) 6-333-999 Банковские реквизиты Заказчика: _____ _____ _____ _____</p> <p>19.2. Поставщик: _____</p>
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<p style="text-align: center;">ANNEX №1 to Services Contract № ____</p> <p style="text-align: center;">DRY-LEASE TRAINING SERVICES</p> <p>1. Dry lease of Flight Simulators ____ (type) (hereinafter – Simulators)</p> <p>1.1. Dry lease of Full Flight Simulator (FFS) ____ -- per hour;</p> <p>1.2. Dry lease of Fixed Base Simulator (FBS) ____ -- per hour;</p> <p>1.3. Dry lease of Flight Training Device (FTD/MFTD) ____ -- per hour</p> <p>2. Flight Simulators Dry lease Prices includes:</p> <p>2.1. Familiarization of Customer's instructor to operate the instructor station and briefing /debriefing equipment; additional familiarization training in case new equipment has been installed or modernization of Simulators has been made. Provider's personnel shall conduct the simulator operation familiarization.</p> <p>2.2. Using of Simulator's equipment during agreed time;</p> <p>2.3. The customization of the Simulator's to Customers aircraft configuration;</p> <p>2.4. The use of the equipment of briefing and debriefing rooms including CD/DVD equipment, Cockpit panel schematics, projectors, digital briefing/debriefing equipment, white boards and markers. _____</p> <p>2.5. Locker for storage of Customer's manuals and training documentation.</p> <p>3. Characteristic of Simulators</p> <p>Full Flight Simulators (FFS) ____ (aircraft type) provided by the Provider, have following characteristic:</p> <p>3.1. Qualification level: D</p> <p>3.2. Visual system – standard for qualification level of Simulator (with visual displays on at least 4 windows); list of airport is according Customer's requirements;</p> <p>Possibility of using of Databases: _____ _____ _____ _____</p> <p>3.3. Motion system – allowing to fully simulate the spatial location of a plane,</p>	<p style="text-align: center;">ПРИЛОЖЕНИЕ №1 к Контракту о предоставлении услуг № ____</p> <p style="text-align: center;">УСЛУГИ СУХОЙ АРЕНДЫ</p> <p>1. Сухая аренда тренажеров ВС ____ (тип) (далее – Тренажеры):</p> <p>1.1. Сухая аренда комплексного тренажера самолета с полной имитацией полета (FFS) ____ -- в час;</p> <p>1.2. Сухая аренда комплексного тренажера самолета в неподвижном режиме (FBS) ____ -- в час;</p> <p>1.3. Сухая аренда процедурного тренажера самолета (FTD/MFTD) ____ -- в час;</p> <p>2. В стоимость сухой аренды Тренажеров включено:</p> <p>2.1. Ознакомление инструктора Заказчика с управлением станций инструктора и оборудованием для брифинга/дебрифинга; дополнительный ознакомительный инструктаж в случае установки нового оборудования или модернизации Тренажера. Ознакомление с управлением тренажером обеспечивает персонал Поставщика.</p> <p>2.2. Использование тренажерного оборудования в согласованное время;</p> <p>2.3. Настройка Тренажеров к конфигурации самолетов Заказчика;</p> <p>2.4. Использование оборудования классов для брифинга и дебрифинга, включая CD/DVD-оборудование, схемы панелей управления кабины пилотов, проекторы, цифровое оборудование для брифинга/ дебрифинга, доски, маркеры. _____</p> <p>2.5. Шкаф для хранения учебной документации Заказчика.</p> <p>3. Характеристики Тренажеров</p> <p>Комплексные тренажеры самолета ____ (тип ВС) (FFS), предоставляемые Поставщиком, имеют следующие характеристики:</p> <p>3.1. Квалификационный уровень: D</p> <p>3.2. Система визуализации – стандартная для квалификационного уровня тренажера (как минимум на 4-х окнах пилотской кабины); перечень аэропортов соответствует потребностям Заказчика; Возможность поддержки Навигационной Базы Данных (НБД): _____ _____ _____</p> <p>3.3. Система подвижности – позволяющая наиболее полно имитировать пространственное положение</p>
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<p>6 DOF; 3.4. Engine Fit: _____. 3.5. Instrument Fit - standard (EFIS/EICAS); 3.6. TCAS II – yes; 3.7. Windshear – yes; 3.8. Additional capabilities – Radar, GPS, EGPWS, FMS, Predictive Windshear and other; 3.9. Restrictions/limitations – not applicable. 3.10. Deterioration rate (the degree of wear and tear) and technical condition of Simulators allows to perform training tasks in accordance with the Customer's training programmes.</p> <p>4. Training location</p> <p>4.1. Flight Simulators Dry lease services will take place at _____ _____ _____ facilities, address _____ _____ _____.</p> <p>5. Value Added Tax (VAT)</p> <p>5.1. According to the actual _____(country) tax regulations, VAT is not currently applied for Flight Simulators Dry lease services at Training Centre of Provider in accordance with item 4.1 of this Annex №1. or (for non-tax residents of Russia: all prices in this Contract include VAT of Provider's country, _ % rate); or (for Russian tax residents: VAT at the rate of 18% is paid over and in addition to the price specified in the Contract).</p> <p>6. Terms of Sessions providing</p> <p>6.1. The schedule of training Sessions* includes intervals (not less than 15 minutes) for crew change, for Simulator's configuration lesson plan options, or time to crew change, to change configuration is excluded from the time of dry lease. *1 Session - 4-hours period.</p> <p>6.2. _____ (Provider will use commercially reasonable efforts to accommodate Customer's request to schedule at least 50% daytime of its Simulators use between the hours of _ and _ local time).</p> <p>7. Volume of Bookings</p> <p>7.1. The planned volume of Bookings according to</p>	<p>самолета, 6 DOF; 3.4. Настройка двигателя: _____. 3.5. Инструментальное оборудование - standard (EFIS/EICAS); 3.6. Оборудование TCAS II– предусмотрено; 3.7.Оборудование Windshear –предусмотрено; 3.8. Дополнительные возможности – Radar, GPS, EGPWS, FMS, Predictive Windshear и другие; 3.9. Ограничения/пределы – не применимо. 3.10. Степень износа и техническое состояние тренажеров позволяет выполнять учебные задачи в соответствии с программами подготовки Заказчика.</p> <p>4. Место предоставления услуг</p> <p>4.1. Услуги сухой аренды Тренажеров будут предоставляться в тренажерном центре _____ _____, по адресу: _____ _____.</p> <p>5. НДС</p> <p>5.1. В соответствии с действующим налоговым законодательством _____(страны) НДС не применяется к услугам сухой аренды Тренажеров, предоставляемым в учебном центре Поставщика в соответствии с п. 4.1 настоящего Приложения №1. или (для нерезидентов РФ: цены, указанные в настоящем Контракте, включают в себя НДС страны Поставщика по ставке __%) или (для резидентов РФ: НДС по ставке 18% уплачивается сверх и в дополнение к ценам, указанным в Контракте).</p> <p>6. Условия предоставление Сессий</p> <p>6.1. В расписание учебных Сессий* включены интервалы между Сессиями (не менее 15 мин.) для смены экипажей, настройки конфигурации тренажеров для тренировки по требуемой программе, или время, затрачиваемое на смену экипажа, изменение конфигурации, исключается из времени сухой аренды. *1 Сессия = 4 часам</p> <p>6.2. ____ (Поставщик предпримет коммерчески обоснованные усилия для удовлетворения требования Заказчика предоставить не менее 50% дневного времени использования Тренажеров в период с _ по _ местного времени).</p> <p>7. Объем заказов</p> <p>7.1. Планируемый объем Заказов в соответствии с</p>
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<p>this Contract will take _____ hours of _____ Flight Simulators Dry lease.</p> <p>7.2. The planned price of this Contract will take: _____.</p> <p>In witness whereof, this Annex №1 to Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:</p> <p>“ROSSIYA AIRLINES” Joint Stock Company</p> <p>_____</p> <p>Date: _____</p> <p>_____/Provider/</p> <p>_____</p> <p>Date: _____</p>	<p>Контрактом составит _____ часов сухой аренды тренажеров ВС _____.</p> <p>7.2. Планируемая цена Контракта составит: _____</p> <p>В удостоверение изложенного, настоящее Приложение №1 к Контракту о предоставлении услуг № _____ от _____ подписано полномочными представителями Сторон:</p> <p>Акционерное общество «Авиакомпания «Россия»</p> <p>_____</p> <p>Дата: _____</p> <p>_____/Поставщик/</p> <p>_____</p> <p>Дата: _____</p>
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**ANNEX №2
to Services Contract № ____**

**MAIN INDICATORS AND MEASURABLE
GOALS, QUANTITATIVE INDICATORS OF
THE EVALUATION CRITERIA**

1. The technical facilities for training are properly equipped, correct functioning, safe for operation and approved by the Aviation Authorities: - **100%**
2. Training schedule with the intervals between sessions is available: - **100%**
3. Provider in accordance with the established procedure acquaint the instructors and trainees of the Customer with safety instruction, specificity and rules of the internal order and additionally instructing in cases of installation of new facilities. - **100%**
4. Start of training (session) is in accordance with the time limits specified in the schedule: - **95%**
5. Attendance control: - **100%**
6. Briefings/debriefings rooms are properly equipped: - **95%**
7. Free internet access zone, including FFS: - **100%**
8. Lockers for storage of Customer's training documentations: - **100%**
9. Feedback after session: - **100%**
10. Implementation of corrective actions in case of technical failure: - **100%**

In witness whereof, this Annex 1 to Services Contract № _____ dated by _____ was signed by authorized representatives of the Parties:

“ROSSIYA AIRLINES” Joint Stock Company

Date: _____

_____/Provider/

Date: _____

**ПРИЛОЖЕНИЕ №2
к Контракту о предоставлении услуг № ____**

**ОСНОВНЫЕ ПОКАЗАТЕЛИ И
ИЗМЕРЯЕМЫЕ ЦЕЛИ, КОЛИЧЕСТВЕННЫЕ
ПОКАЗАТЕЛИ КРИТЕРИЕВ ОЦЕНКИ**

1. Наличие надлежащим образом оснащенных, исправных, безопасных для эксплуатации и одобренных Авиационными властями технических средств обучения: - **100%**
2. Наличие плана-графика работы тренажера, с учетом интервалов между сессиями: - **100%**
3. В соответствии с установленной процедурой Исполнитель проводит для инструкторов и слушателей Заказчика инструктаж по технике безопасности, специфике и правилам внутреннего распорядка Исполнителя, а также дополнительный инструктаж в случаях установки нового оборудования: - **100%**
4. Начало обучения осуществляется в соответствии со временем, указанным в расписании: - **95%**
5. Контроль явки на сессии: - **100%**
6. Помещения для брифинга/дебрифинга оборудованы надлежащим образом: - **95%**
7. наличие бесплатных зон доступ в интернет, включая FFS: - **100%**
8. Наличие мест хранения для учебной документации Заказчика: - **100%**
9. Наличие процедуры обратной связи после сессии: - **100%**
10. Осуществление корректирующих мероприятий в случае возникновения неисправностей: - **100%**

В удостоверение изложенного, настоящее Приложение 1 к Контракту о предоставлении услуг № _____ от _____ подписано полномочными представителями Сторон:

Акционерное общество «Авиакомпания «Россия»

Дата: _____

_____/Поставщик/

Дата: _____

INFORMATION FORM

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

authorized representatives of _____
Date: «__» _____

“ROSSIYA AIRLINES” Joint Stock Company

_____/Provider/

Date: _____

Date: _____

ФОРМА ПРЕДОСТАВЛЕНИЯ ИНФОРМАЦИИ																			
№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование / ФИО	Адрес места нахождения / адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об исполнительном органе	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1												1.1							
												1.1.1							
												1.1.2							
												...							
												1.2							
												1.2.1							
												...							

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

Примечание. В таблице указывается подробная информация о цепочке собственников контрагента (учредители/ акционеры; в отношении учредителей/ акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организации 1.1 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1)

Акционерное общество «Авиакомпания «Россия»

Дата: _____

_____/Поставщик/

Дата: _____

