

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

_____, 201__

PROCUREMENT DOCUMENTATION

Procurement Method: **Public Request for Quotations in Electronic Format**

Hotel services for crews in Tashkent

to be conducted in accordance of Federal law No.223-FZ “Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities” dated July 18, 2011 and the Regulation on Procurement of Goods, Works, and Services (P 20-33-17, 3-nd edition)

Determination of Bidding Specific Features:

Not anticipated

Determination of priority:

Giving priority to goods of Russian origin, work and services performed or rendered by Russian persons in accordance with the Russian Federation Government of 16.09.2016 № 925

1. General Conditions

The procurement documentation is an invitation address to general public to submit proposals for the procurement procedure:

This procedure includes 1 lot(s).

Lot No.		Hotel services for crews			
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
150 000	USD	Not specified	e.a.	55.10.10.000	55.10

Place of delivery/performance of work/ provision of service (address):	Tashkent
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The procedure for the request for proposals is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 to 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057 to 1061, Part Two of the Civil Code of the Russian Federation. Thus, conduction of the Request for Proposals does not imply any appropriate scope of civil obligations for the customer for mandatory entering into a contract with the winner or other bidder.

The Customer may withdraw the request for proposals at any time without bearing any liability against the procurement parties including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for proposals procedure. . In case of a decision to withdraw the request for proposals the Customer shall, within the day following the day when such decision was made, post information of such request for proposals withdrawal in the unified information system.

The Customer shall bear no obligations or liability if the potential bidders, procurement parties fail to note the notice of withdrawal the request for proposals.

The Customer does not provide the request for proposals procedure documentation upon separate requests of any bidder. The documentation will be posted in the unified information system and may be copied and stored in the procurement bidders' hardware free of charge.

At any time prior to the deadline for submission of bids for the request for proposals the customer may, on his own initiative or in response to an inquiry from any potential bidder, make changes to the notice about the request for proposals or the documentation for the request for proposals.

Within three days from the date of a decision on required amendments in the notice for the request for proposals or documentation for the request for proposals, the customer shall post such amendments in the unified information system.

If changes to the notice about the request for proposals are made later than one business day prior to the deadline for submission of bids for the request for proposals, time period of submission of bids for request for proposals shall be extended so that such time period shall be at least three business days between the date of posting of the changes made to the notice of procurement in the unified information system and the deadline of submission of bids for the request for proposals.

Any potential bidder may send to the Customer a request for clarification of provisions of documentation for the request for proposals in a written or electronic form at least two business days prior to the bids submission deadline. Within one business day from the date of receipt of the above-mentioned request for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder who has submitted the request and shall post such clarifications in the unified information system (without indicating name or address of the potential bidder who has provided this request for clarification).

2. Procedure and place of submission of procurement bids

2.1. Time period of the procurement procedure:

Time and date of bids submission beginning	18:00 Moscow time «14» April, 2017
Time and date of bids submission deadline:	10:00 Moscow time «25» April, 2017
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/
Place and date of bids review and summarizing of procurement results:	18/4 Pilotov str., Saint-Petersburg, 196210 "16" May, 2017

2.2. Contact person for issues related to Bid preparation and submission:

Tirskaya Elena Nikolaevna
Tel. +7 (812) 6-333-949,
e-mail: tender@rossiya-airlines.com

2.3. Contact person for Terms of Reference issues:

Doyanova Zhanna Grigorievna
Tel. +7 (812) 6 333 890
e-mail: J.Dayanova@rossiya-airlines.com

2.4. For the purpose of bidding for the request for proposals, a potential bidder shall compile the bid for the request for proposals executed fully in compliance with the requirements of documentation for the request for proposals. The potential bidder may submit only one bid related to each subject of the request for proposals (lot).

2.5. Obligations of the procurement bidder related to submission of a bid for participation in the request for proposals include the following:

2.5.1. To conclude a contract on terms and conditions specified in the draft contract being an integral part of the documentation and the request for proposals notice, and the bid for the request for proposals unless otherwise provided for in this documentation.

2.5.2. Not to amend and/or withdraw his bid for the request for proposals after the deadline for submission of the request for proposals bids.

2.5.3. Not to include deliberate misrepresentations, information, or documents into the bid.

2.5.4. To submit, within three days from the date of posting of a protocol in the unified information system which determines the bidder's right for entering into a contract with the customer, information regarding the whole chain of ownership including beneficiaries (including ultimate ones) and about the composition of executive boards supported by appropriate documents according to the form provided in Appendix D to the Regulation on Procurement of Goods, Work, and Services of Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

2.6. The Customer will carry on reception of bids for request for proposals from the date of posting of the request for proposals notice in the unified information system and till the deadline for submission of bids for request for proposals specified in the request for proposals notice.

2.7. Bidder is entitled to amend or withdraw the submitted bid for the request for proposals no later than the deadline for submission of the bids for the request for proposals. Bidder may make amendments or additions to the Bid only by submitting a new Bid while

the initial Bid shall be withdrawn by the Bidder.

2.8. The Customer shall keep the data specified in submitted bids confidential until summarizing of the results of the request for proposals.

2.9. If upon the deadline for submission of bids for the request for proposals as specified in the documentation for the request for proposals only one bid for the request for proposals is received such request for proposals shall be declared void.

2.10. In case the documentation provides for two and more lots, the request for proposals shall only be declared void in relation to those lots for which only one bid has been submitted.

2.11. If upon the deadline for submission of bids for the request for proposals as specified in the documentation for the request for proposals the Customer receives only one bid for the request for proposals, although the request for proposals shall be declared void the bidding commission shall review this bid according to the procedure stipulated in the present documentation. If both reviewed bid for the request for proposals and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for proposals the Customer may enter into a contract with such bidder.

2.12. Confidential information shall not be specified in any reports to be issued during the procurement procedure.

2.13. All documents in accordance with the documentation submitted for the purchase of an electronic trading platform in the form of scanned copies of signed documents.

3. Method, due dates and procedure of payments for goods, works, and services

Payment method shall be bank transfer.

Terms and procedure of payment: within thirty (30) calendar days from the date of receipt of the invoice.

. Granting of a grace period provided of 30 calendar days without penalties for payment for services.

4. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service with the customer needs.

4.1. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to

determination of compliance of the delivered goods, performed work, and rendered service to the customer needs are given in the Terms of Reference (see Appendix 3).

4.2. Requirements to contractual capacity of Procurement Bidders:

4.2.1. Bidder shall comply with the requirements established according to the Russian legislation for persons rendering services;

4.2.2. Availability of the appropriate licenses, certificates, approvals and other permissions of state bodies of the Russian Federation and/or other countries (when applicable) to perform, by him or persons involved by him, operations required to execute obligations undertaken in accordance with the present Documentation and the contract expected to be concluded in accordance with the present Documentation;

4.2.3. Procurement bidder shall not be under liquidation as a legal entity and there shall be no any adjudication order for the procurement bidder as a legal entity/solo trader or initiated bankruptcy proceedings;

4.2.4. Operations of the procurement bidder shall not be suspended according to the procedure stipulated by the Russian Federation Administrative Offence Code as of the date of submission of the bid for participation in procurement;

4.2.5. The procurement bidder shall have no outstanding liabilities in respect to taxes and levies, and other obligatory payments to budgets of the budget system of the Russian Federation (except for the amounts subject to granted delay, payment by installments, or investment tax credit in accordance with the Russian legislation concerning taxes and levies re-structured in accordance with the Russian legislation, for which there is legally effective court award to recognize the applicant obligation to pay these amounts executed performed or which have been recognized as uncollectibles in accordance with the tax and levy legislation of the Russian Federation) for recent calendar year.

The procurement bidder is considered to conform to the specified requirement if he has submitted an application for appeal against the stated tax arrears or debt and no award with respect to this application has been made as of the date of review of the bid for selection of supplier (contractor, provider);

4.2.6. Indicators of the procurement bidder's financial and economic performance shall provide evidence of his financial solvency and stability;

4.2.7. Procurement bidder shall not be listed in the suppliers blacklist as stipulated in Art. 5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ "On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services" dated April 5, 2013.

4.2.8. In case procurement is carried out among small and medium-sized business entities only the procurement bidder shall meet criteria of designation as small and medium-sized business entities as stipulated by Article 4 of the Federal Law Concerning Development of Small and Medium-Sized Business in the Russian Federation.

4.3. List of all documents to certify the procurement bidder's compliance with the specified requirements is given in the Bidder Questionnaire (see Appendix 1).

4.4. Due date of contract signing by the bidder whose bid is recognized to be the best one – within three calendar days from the date of contract receipt from the Customer.

5. Requirements for content, format, execution and structure of bids for procurement

5.1. The bidder's bid shall comprise the following documents:

5.1.1. Bidder Questionnaire to be issued in the company letter headed paper of the procurement bidder (see Appendix 1);

5.1.2. Application for participation in the procedure to be issued in the company letter headed paper of the procurement bidder (see Appendix 2);

5.1.3. Commercial proposal in accordance with clauses 5.6÷5.8.

5.2. All documents and information to be submitted by the bidders including the bidder's application and proposal shall be in Russian or in English. If any information or documents are submitted in other language they shall be accompanied with translation into the Russian or the English language.

5.3. All rates in the bid shall be indicated in

USD including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least

90 days from the deadline for submission of the procurement bids.

5.5. Bidders shall pay by themselves all expenses related to bids submission including but not limited to expenses concerning review of the present Documentation and bid compilation.

5.6. The commercial proposal shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- Cost of crew accommodation in a standard single room (the room shall be equipped with free of charge Wi-Fi, conditioner, noise insulation, blinds or thick curtains, water closet in the room, hot and cold water supply;
- Cost of breakfast for the crew per person;
- Cost of dinner for the crew per person;
- Cost of supper for the crew per person;
- Cost of transfer for the crew per person (Airport-Hotel-Airport)

5.7. Commercial proposals shall be submitted for each lot separately.

5.8. The commercial proposal shall include one main offer for cost, time periods and other terms and conditions of goods delivery / work performance / service rendering unless otherwise provided for by the procurement documentation.

5.8.1. Possibility of submission of an alternative proposal:
not anticipated

(specify whether anticipated / not anticipated)

5.8.2. Possibility of subcontracting

specified

(specify whether anticipated / not anticipated)

5.9. Lot separability: anticipated

(specify whether anticipated / not anticipated)

Initial (maximum) contract price amounting to USD 150,000 shall be divided between the bidders which have been assigned the 1st, 2nd, and 3rd places: USD 80,000, USD 40,000, and USD 30,000 respectively.

In the case of admission to participate in the procurement procedure two participants, the initial (maximum) contract price component 150 000 USD to be divided among the participants ranked 1,2, place – 100 000 rubles, 50 000 rubles, respectively.

In the case of the admission to participation in the procurement procedure is the only party with such a member the contract is in the amount of 150 000 USD

(specify breakdown of total quantities between several procurement parties)

5.10. Bid security: not anticipated

6. Procedure of review, evaluation and benchmarking of bids, criteria of evaluation and benchmarking of bids for procurement

6.1. Proposals shall be reviewed directly by the bidding commission of Rossiya Airlines JSC approved by the Order of the General Director of Rossiya Airlines JSC.

6.2. Procurement bids are subject to the two-stage review:

the first stage – pre-qualification stage to check the bids for compliance with the requirements given in the procurement documentation with respect to bid execution;

the second stage – evaluation stage to evaluate pre-qualified bids.

6.3. Pre-qualification stage intended to review the bids for compliance with the requirements given in the procurement documentation shall be conducted based on the following indicators and evaluation procedure:

Indicators	Evaluation procedure
Compliance with the requirements for procurement parties	Bidders will be checked for compliance with the requirements based on the received documents (according to it.4) including but not limited to their legal capacity and non-listing in the blacklist of suppliers.
Completeness of submitted documents	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
Bid compliance with the requirements of procurement documentation	Check of the bid content including: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.

6.4. If during the pre-qualification stage the bidding committee reveals the fact of the bid non-conformance with respect to one or more indicators specified in it. 6.3 such bid shall be rejected and not further reviewed.

Bid of procurement bidder will be rejected in case:

a) any original documents or copies and other information as required by the procurement documentation are not submitted;

b) the bid security is not provided or timely provided, if such security is required by this documentation;

c) of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;

d) the bid includes deliberate misrepresentations, fraud in information or documents within the bid;

e) clarifications for the bid for the request for proposals are not provided when requested by the bidding commission;

f) the procurement bidder is listed in blacklist of suppliers;

g) the procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);

h) the proposed goods, work or services do not comply with the requirements given in the procurement documentation;

i) Of any other negative information found following the results of the check.

6.5. The pre-qualification stage comprises the following steps to be performed subsequently:

6.5.1. Request the procurements parties to provide clarifications of the bid provisions and submit any missing documents (if necessary). In this case no any requests or requirements to submit missing documents aimed to amend merits of the bid including amendment of commercial terms (prices and other commercial conditions) or technical conditions of the bid (list of proposed products, their technical characteristics, and other technical conditions) are allowed.

6.5.2. Correction of any arithmetic, grammatical and other obvious errors revealed during bid review with obligatory notification of the procurement bidder submitted the bid about any such correction, and receipt of their consent in writing or in electronic format issued on the company letter headed paper.

6.5.3. Check of the procurement bidder including his legal capacity, authenticity of the bid, accuracy of submitted information and documents, bidder non-listing in the blacklist of suppliers, any overdue receivables and/or pending obligations against the customer under the previously concluded contracts (including those with entities affiliated with the procurement bidder).

6.5.4. Check of the proposed goods, work, and services for compliance with the requirements of the procurement documentation.

6.5.5. Rejection of bids which, according to members of the bidding commission, do not conform to requirements of the request for proposals with respect to merits, and making decision whether to deny pre-qualification of procurement bidders which have submitted such bids.

6.5.6. In case of finding fact of unreliable data indicated in the bid, finding fact of liquidation or bankruptcy proceedings or adjudication order being taken against the procurement bidder, fact of suspended operations of the procurement bidder according to the procedure established by Russian Federation Administrative Offence Code, fact of arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the recent calendar year such procurement bidder shall be banned from bidding for the request for proposals procedure at any stage.

6.5.7. If during the pre-qualification stage a bid of only one procurement bidder is deemed to be complying with the requirements of the documentation for request for proposals procedure such bidder shall be deemed to be the only one bidder for the request for proposals. The Customer is entitled to conclude a contract with the only one procurement bidder under the conditions given in the documentation for the request for proposals procedure, draft contract and the bid submitted by the bidder. Such bidder may not withdraw from conclusion a contract with the Customer. In this case the request for proposals shall be deemed void.

6.6. Pre-qualified bids will be subjected to the evaluation stage on the basis of the following criteria and according to the following procedure:

Each proposal is assigned a certain quantity of scores with respect to each criterion. The names of criteria, the procedure of score calculation, and the maximum score for each criterion are shown in the table below:

Criterion name	Procedure of score calculation by criterion	Maximum score
Cost of crew accommodation in a single room per person, per day	<i>The following formula is used for calculation of the score:</i> <i>Sbas / Sprop x K, where</i>	15
Cost of crew accommodation in a	<i>- Sbas – the best (minimum) of all the bidders' proposals;</i>	15

double room per person, per day	- <i>Sprop</i> – the bidder’s proposal under evaluation; - <i>K</i> – value of the maximum score from the cell on the right.	
Cost of transfer of the whole crew (Airport-Hotel-Airport)		15
Cost of breakfast per crew member		15
Cost of dinner per crew member		15
Cost of supper per crew member		15
Granting of corporate discount to crews for laundry / dry-cleaning services	<i>When providing corporate discounts are given a score from the cell to the right. Failure to submit corporate discounts scores on the criterion are not assigned</i>	10
	Total:	100

Common basis for comparison of proposals shall be the quoted prices of all bidders excluding VAT.

6.7. Award of the overall score to a bid:

6.7.1. The overall score of each bid for the request for proposals is calculated by summation of scores for each bid evaluation criterion specified in clause **Ошибка! Источник ссылки не найден.**

6.7.2. Assignment of a sequential number to each bid as the extent of profitability of the contract performance conditions contained therein diminishes is performed following the results of calculation of the overall score for each bid.

6.7.3. A bid for the request for proposals with the largest overall score will be assigned the first number.

6.8. The bidder which has proposed the best combination of contract performance conditions and whose bid was assigned the first number will be recognized to be the winner.

If several bids for request for proposals contain equivalent combinations of contract performance conditions, the lower sequential number will be assigned to the bid which was received earlier than the other bids for request for proposals containing such conditions.

If during evaluation of bids for request for proposals the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of proposals submitted by the procurement parties and summarizing procurement results in the notice for the request for proposals, the customer, within one working day from the date when the bidding commission decided to extend time period of the pre-qualification and/or evaluation stage, shall post notification about extension of appropriate time period in the unified information system

6.9. For the purpose of evaluation and benchmarking of the bids for the request for proposals, the bidding commission will involve experts and specialists from the customer divisions and also, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the results of the evaluation shall be submitted to the bidding commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case parties involved into bids evaluation and

comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

6.10. Based on the results of the Bidding Commission meeting in order to determine a winner of the request for proposals a Report on the results of the request for proposals shall be issued.

6.11. If the winner of the request for proposals avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose bid has been assigned the second number based on the outcome of evaluation and comparison of bids (proposals), under the terms and conditions given in the contract attached to the documentation and under the conditions of contract execution proposed by this bidder. Such decision shall be issued as an appropriate minutes of the meeting of the Bidding Commission. Bidder for the request for proposals is not entitled to withdraw from conclusion a contract.

6.12. The Customer shall be entitled to refuse to award a contract without reimbursement of any expenses related bidding for the request for proposals to the winner or any other bidders.

6.13. If the Customer refuses to conclude a contract both with the winner of the request for proposals and the bidder whose bid was the second one, the Customer shall post a relevant notification in the unified information system.

7. Consequences of recognition of the request for proposals to be void

In case the request for proposals is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for proposals or recognized to be the only one bidder for the request for proposals the Customer may repeat the request for proposals or apply an alternative method of procurement.

8. Final provisions

All other matters not covered by the present procurement documentation the Customer shall follow the Procurement Policy.

9. Appendices

Appendix 1

Appendix 2

Appendix 3

Appendix 4

Bidder's Questionnaire

Application for Participation in the Procedure

Terms of Reference

Draft Contract

Appendix 1
to the Procurement Documentation

QUESTIONNAIRE OF BIDDER ¹ for procurement procedure:	
<i>(state designation of procedure)</i>	
Procedure No. _____ <i>(state number of procedure)</i>	Lot No. _____ <i>(state number of lot)</i>
<i>(specify full name of the company in accordance with the Charter and type of business organization)</i>	
<i>(specify short name of the company in accordance with the Charter)</i>	
1. Legal Details	
Country of registration	_____
Legal address	_____
Actual address	_____
Phone	_____
Fax	_____
E-mail	_____
2. Bank details	
Entity's Taxpayer Identification Number / Taxpayer Record Validity Code (KPP):	_____
Principal State Registration Number (OGRN):	_____
Number of current account	_____
Bank name	_____
Correspondent account	_____
BIC	_____
3. Registration details	
Registration date, place and authority	_____
Shareholders	_____
Business profile	_____
Affiliation with small and/or medium-sized business ²	_____
Russian National Classifier of Businesses and Organizations (OKPO)	_____
Russian Classification of Economic Activities (OKVED)	_____
4. Attachments to the Bidder Questionnaire:	
Document Title	Number of

¹ To be issued on a procurement bidder's company letter-headed paper as a separate document.

² If the bidder is classified as a small or medium-sized business entity, a declaration of conformity executed according to the form given below shall be attached to the bid.

	pages
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for proposals in the unified information system (for foreign companies – abstract from a trade register)	
3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service and extra-budgetary funds no earlier than 20 days prior to the bid closing date. (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming the right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters), certified by the chief executive officer.	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, a copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	

13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.	
14. ³	
5. Contact person	
<i>(specify name, surname, patronymic, phone, fax, e-mail)</i>	
The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:	
<i>(state designation of procedure)</i>	
<i>(position of the chief executive officer)</i> Stamp	_____ <i>(signature)</i> <i>(specify the name and initials)</i>
Date of compilation	« _____ » _____ <i>(DD)</i> <i>(MM)</i> <i>(YYYY)</i>

³ Procurement bidder may submit any additional information about his company.

DECLARATION
on the procurement bidder compliance
with criteria of classification as an entity of small and medium-sized business

We hereby confirm that _____
(specify name of the procurement bidder)

in accordance with Article 4 of the Federal law Concerning the Development of Small and Medium-Sized Business in the Russian Federation meets the criteria of classification as _____
(specify small or medium-sized business entity depending on the criteria of classification)

business entity and report the following information:

1. Place of business address (legal address): _____.
2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP): _____.

(No., information about date when the document was issued and the authority which issued the document)

3. Principal State Registration Number (OGRN): _____.

4. Information about availability (non-availability) in the register of small and medium-sized business entities of the constituent entity of the Russian Federation (if such register is maintained by the governmental authority of the constituent entity of the Russian Federation)

(name of a notified body, date of registration and register number)

5. Information about compliance with the criteria of classification as small and medium-sized business entities, and information about manufactured goods, work, and services and types of activities <1>:

Item No.	Information designation <2>	Small entities	Medium entities	Indicator
1 <3>	2	3	4	5
1.	Total share in equity (joint-stock) capital (share fund) of the Russian Federation, constituent entity of the Russian Federation, municipalities, public and religious organizations (associations), charitable and other foundations in the equity (joint-stock) capital (share fund) of the specified legal entities shall not exceed twenty five percent (except for total share included into asset composition of joint-stock investment funds, property assets of closed-end investment funds, common property assets of investment partnerships), percent	Max. 25		-
2.	Total share in equity (joint-stock) capital (share fund) of foreign legal entities, percent	Max. 49		-
3.	Total share owned by one or more legal entities that are not small and medium-sized business entities, percent	Max. 49		-

4.	Average number of employees for preceding calendar year (to be determined considering all employees including those working under civil law contracts or in secondary employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	up to 100 inclusive	from 101 to 250 inclusive	specify number of persons (for each year)
		up to 15 for micro-sized enterprise		
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800	2000	To be indicated in mln. roubles (for each year)
		120 per year – for micro-sized enterprise		
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8.	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program participants	yes (no) (if available - specify name of the customer-holder of the partnership program register)		
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)		

11.	Information of experience in production and delivery of products included into the innovative products register	yes (no)
12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a territorially separate complex (Skolkovo Innovative Centre)	-
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer

/ _____ /

(solo trader)

signature

Name, position

Stamp

<1> Category of a small or medium-sized business entity will be changed only when limit values are beyond the limit values specified in item 4 hereof, during 3 successive calendar years.

<2> Restrictions on total share in the equity (joint-stock) capital (share fund) of foreign legal entities, the total share owned by one or more legal entities who are not small and medium-sized business entities do not cover commercial companies and economic partnerships, whose activities are practical use (implementation) of results of intellectual activities (software for electronic computers, databases, inventions, useful models, production prototypes, selection inventions, integrated circuit topographies, know-how, exclusive rights for which belong to shareholders (partners), respectively, of such commercial companies, economic partnerships being budgetary, autonomous research institutions or budget organizations, autonomous organizations, and higher educational institutions; legal entities received a project participant status according to Federal law No.244-FZ Concerning Skolkovo Innovative Center dated September 28, 2010, legal entities where shareholders (partners) are legal entities included in the list of the legal entities providing the state support of innovative activities approved by the Government of the Russian Federation, in forms as stipulated by Federal law No.127-FZ Concerning Science and State Scientific and Technical Policy dated August 23, 1996.

<3> Items 1 - 7 are mandatory and must be filled in."

**Appendix 2
to the Procurement Documentation**

**Application for Bidding⁴
in the public request for proposals:**

(specify name of the procurement procedure, number of procedure, and lot number, if required)

1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for proposals procedure and conditions of goods delivery (work performance, service rendering) stipulated in them

(specify full name of legal entity / name, surname of individual)

registered at the following address:

(specify place of business of legal entity / place of residence of individual)

proposes to conclude a contract for

(specify subject of the contract)

in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for proposals.

Commercial proposal:

Position	Price without VAT, USD.	VAT, USD	Price, including VAT. USD
The rate of one crew member for one day in the single room			
The rate of one crew member for one day in double room (twin)			
Cost of transfer for the crew per person (Airport-Hotel-Airport)			
Cost of breakfast for the crew per person;			
Cost of dinner for the crew per person;			
Cost of supper for the crew per person;			
Provision of corporate discounts to crews on services Laundry/ dry cleaning	Yes/No		

2. We hereby inform (declare) that

(specify full name of legal entity / name, surname, patronymic of individual)

Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).

Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procuremen;

No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ

⁴ To be issued on a procurement bidder's company letter-headed paper as a separate document.

nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.		
3. We hereby guarantee accuracy of information in the bid for the request for proposals submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for proposals information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposals conditions equal for all bidders.		
4. In case we win the request for proposals we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within three days from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.		
5. In case, based on the results of the request for proposals, the Customer awards us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for proposals and terms and conditions of our proposals, within three calendar days from the date of receipt of such contract from the customer.		
6. In case we are recognized to be the second winner of the request for proposals based on the results of procurement procedure and the winner of the request for proposals is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposals documentation and our quote.		
7. In case we are recognised to be the only one request for proposals bidder we undertake to sign the contract in accordance with the requirements given in the request for proposals documentation and at the price indicated in our quote.		
8. In case we are recognised to be the winner of the request for proposals or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for proposals we agree that information		
about		
<i>(specify full name of legal entity / name, surname of individual)</i>		
should be included into the supplier blacklist.		
9. We undertake not to amend and/or withdraw our bid for the request for proposals after the deadline for submission of bids for the request for proposals.		
10. By submitting the present bid we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 ⁵ .		
11. Documents being an integral part of our bid for the request for proposals are attached to the present bid for the request for proposals,		
as per the list on		pages
Chief executive officer		
	(signature)	(specify the name and initials)
<i>Stamp</i>		
Date of compilation	«	»
	(DD)	(MM) (YYYY)

⁵ This clause shall be included into the bid by individual bidders only.

Appendix 3
to the Procurement Documentation

Terms of Reference

For execution of a contract for hotel services for crews in Tashkent

No.	List of parameters	Parameter description
1	Direct customer of the service	Rossiya Airlines JSC
2	Method of determination of the service provider / contractor	Following the results of a competitive procedure
3	Procurement method	Public request for proposals in electronic format
4	Service provision location	Tashkent
5	Type of services (subject matter of the contract)	Hotel services for crews
6	Service provision period / contract duration	From the moment of signing of the contract until 28.02.2019
7	Value and scope of services	As per the Customer's requisitions, but no more than 150,000 U.S. dollars for the contract duration. As per the Customer's requisitions, daily accommodation of crews (standard / economy single rooms for pilots and standard / economy double rooms for flight attendants).
8	Provider's service description	<ol style="list-style-type: none"> 1. Provision of accommodation to crews of Rossiya Airlines JSC. 2. Standard / economy single rooms for pilots. Sufficient quantity of rooms as per the requisition. 3. Standard / economy double rooms for flight attendants. Sufficient quantity of rooms as per the requisition. Accommodation in separate beds only. Inadmissible: double bed. 4. Provision of meals for crews of Rossiya Airlines JSC in the hotel premises in the scope specified in the Customer's requisition (breakfast, lunch, dinner). 5. Provision of transfer of crews of Rossiya Airlines JSC on the route airport-hotel-airport as per the Customer's requisition. <p>All services may be ordered both as a package and separately.</p>

9	Requirements to the service provider (certification and licensing, personnel qualification, training aids, certificates issued, other essential requirements)	<ol style="list-style-type: none"> 1. Availability of a certificate of state registration of a legal entity. 2. Availability of approval documentation obtained by the service provider to certify passing of certification, approval, and recognition procedures in compliance with applicable laws of the Russian Federation. 3. Availability of a License (in case of a licensed activity). 4. Service provider's readiness for the Customer's monitoring or other procedures for control of quality of services provided within the period of contract duration (Audit). 5. Arrangement of transportation or departure from the hotel to the airport in an emergency situation. 6. Availability of a fire alarm system. 7. Hotel class no less than 3*. 8. Distance from the hotel from the airport: no more than 30-60 minutes of journey by motor transport. 9. Absence of noise sources near the hotel (market places, discotheques, bars / windows facing runways in case of accommodation in an airport hotel). 10. Disinfection, insect control, and rodent control. 11. Availability of mosquito nets on the windows and doors, and fumigators. 12. Availability of a security system covering the hotel and the adjacent area. 13. Availability of an elevator in case of accommodation on the 2nd floor and higher. 14. Mandatory possibility of calling and providing of emergency medical aid. 15. Mandatory availability of the possibility to increase the quantity of rooms when it is necessary to accommodate the crew members on the grounds of gender identity, in case of an increase in the crew composition, when it is necessary to organize inspection checks or provide accommodation of a double crew in case of a failure situation. 16. Mandatory availability of the
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		<p>possibility to increase the quantity of rooms when it is necessary to accommodate flight attendants on the grounds of gender identity, in case of an increase in the number of flight attendants, when it is necessary to organize inspection checks.</p> <p>17. The room area (excluding the area of the toilet room, recessed balcony, balcony): one-room single room: at least 12 m², one-room double room: 15 m².</p> <p>18. The rooms shall be located on other floors or in other side wings of the building than the rooms provided for passengers accommodated in failure situations.</p> <p>19. Daily damp sweeping of floors when there is no wall-to-wall carpeting. Vacuuming in case of wall-to-wall carpeting.</p> <p>20. Continuous hot water supply in the rooms.</p> <p>21. Daily treatment of floors and plumbing equipment in shower rooms and toilets with hot water with detergents.</p> <p>22. Heating, ventilation, and air conditioning systems shall ensure the following microclimatic conditions in the rest rooms for the air staff: In the cold season: relative air humidity: 30.0-60.0%; air velocity: 0.15 m/s maximum. In the warm season: relative air humidity: 30.0-60.0%; air velocity: 0.25 m/s maximum.</p> <p>23. The rest room, corridors, and halls shall have natural illumination. Bathrooms, toilets, shower rooms, storage rooms and other auxiliary premises with short-time presence of people may be without natural illumination. The illumination level in places for reading and table-top games, taking into account the general and local artificial illumination, shall be at least 200 lx for fluorescent lamps and 100 lx for incandescent lamps.</p> <p>24. Window openings shall be equipped</p>
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		<p>with sound absorbers and double curtains one of which should be made of a thick lightproof fabric, or special blinds.</p> <p>25. Availability of thick lightproof curtains.</p> <p>26. Air temperature in the rooms: In the cold season: 20.0°C to 22.0°C In the warm season: 22.0°C to 25.0°C.</p> <p>27. Availability of non-slip floor coatings in the hall, rooms, the bathroom.</p> <p>28. Availability of a safe in the room or at the reception.</p> <p>29. Availability of a refrigerator and a blow dryer in the room.</p> <p>30. Change of bed clothes is mandatory on check-in and once every two days afterwards.</p> <p>31. Daily wet cleaning.</p> <p>32. Availability of 2 bottles with drinking water in the room, 1 liter per day per person.</p> <p>33. Availability of a kettle, a tea set, and tea things. Provision of boiled water to all crew members irrespective of the time of day.</p> <p>34. Mandatory availability of Internet in each room (free of charge access to Wi-Fi (transmission speed of at least 2 Mbit/s)).</p> <p>35. Availability of an ironing board with an iron on the floor where the crew members are accommodated.</p> <p>36. Compliance with GOST R 53423-2009 code OKS 03.080.30.</p>
10	Scheme, procedures, and conditions for provision of services by the provider	<p>1. Services shall be provided by virtue of a concluded contract.</p> <p>2. Requisitions for services shall be sent to the provider when necessary on any day of the week, on a round-the-clock basis.</p> <p>3. The check-out time for 24 hours of stay of crews and passengers in a hotel shall be the time specified in the Customer's requisition.</p> <p>4. When the stay exceeds 24 hours: - and is no more than further 6 hours: calculation of the accommodation cost will be performed for 1 checkout day;</p>

		<p>- and is no more than further 12 hours: calculation of the accommodation cost will be performed for 1.5 checkout days;</p> <p>- and is more than further 12 hours: calculation of the accommodation cost will be performed for 2 checkout days.</p> <p>5. Mandatory availability of a round-the-clock customer support service.</p> <p>6 Transfer on the route "Airport – Hotel – Airport".</p> <p>7 Daily provision of standard single and double rooms to the Customer's crews. For the pilots: single rooms, for flight attendants: double rooms.</p> <p>10 Mandatory availability of the possibility to provide dry-cleaning / laundry services to the crew.</p> <p>The order of and payment for the dry-cleaning / laundry services shall be paid by the crew members who have ordered such a service from their personal funds.</p> <p>11 The number of kilocalories in the daily ration shall be at least 3500 kcal per day (up to 4000 kcal in Northern regions). Provision of isolated dining rooms or special tables in the common dining hall. The time of serving is determined on the basis of meals provision three times per day and the time of the crew's arrival. The opening time of the food services area is 24 hours. Another operation schedule is possible, but under the mandatory condition of serving meals in night hours.</p> <p>12 Three meals daily: open buffet service, meals set, special menu: hot first course and hot second course, with an opportunity to choose from the two types (meat/fish), cold dishes, alcohol free cold / hot drink (tea or coffee), sweet courses and pastry. Distribution of the day menu into separate meals.</p> <p>13 In case of early check-in / late check-out – mandatory catering (e.g., a lunch box).</p> <p>14 European type or local cuisine, taking into account the peculiarities of food rations.</p> <p>15 Check-in of the crew no later than 20 minutes upon arrival to the hotel.</p>
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		16 In case of early check-in / late check-out / delay in or postponement of flight departure, mandatory possibility of extension of accommodation.						
11	Cost of provider's services	<p>Specify the service rates valid throughout the period of the contract duration, including all possible levies which shall eventually be paid by the Customer:</p> <ol style="list-style-type: none"> 1. Cost of transfer for the crew per person (Airport-Hotel-Airport); 2. Cost of breakfast per crew member (without VAT); 3. Cost of dinner per crew member (without VAT); 4. Cost of supper per crew member (without VAT) 5. Cost of crew accommodation in standard rooms: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th></th> <th>Cost per day per person, without VAT</th> </tr> </thead> <tbody> <tr> <td>Single room</td> <td></td> </tr> <tr> <td>Double room</td> <td></td> </tr> </tbody> </table> <p>The aforementioned prices shall be valid after signing of the service contract.</p>		Cost per day per person, without VAT	Single room		Double room	
	Cost per day per person, without VAT							
Single room								
Double room								
12	Customer support service	Round-the-clock support service of the hotel for Customer's crews accommodated in the hotel.						
13	Special Customer requirements to service providers (except for governmental and municipal unitary organizations)	<ol style="list-style-type: none"> 1. Provide an extract from the Unified State Register of Legal Entities to the Customer. 2. Provide the Customer with all the required documents confirming the service provider's right to independently provide services in the hotel (right of ownership for the hotel services facility, hotel management agreement). 3. Grant the corporate discount to the Customer's crews for the laundry / dry-cleaning services in an amount of 50% of the base price as per the Contractor's price list, and the Customer shall not be obliged to pay for such laundry / dry-cleaning services. 						
14	Payment for services	Cooperation in the framework of a concluded contract shall be performed under the conditions of payment for the						

		<p>services provided:</p> <ol style="list-style-type: none">1. Payment within thirty (30) calendar days upon receipt of the invoice. Invoices shall be issued once or twice a month or each decade.
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Appendix 4
to the Procurement Documentation

Draft Contract

Contract
Hotel Services for Crews

St. Petersburg

----- hereinafter referred to as the “**Contractor**” represented by ----- acting by virtue of -----, on the one part,
and **Joint-Stock Company “Rossiya Airlines” (Rossiya Airlines JSC)** hereinafter referred to as the “**Customer**” represented by Operations Director Vladimir Viktorovich Ershov acting by virtue of the power of attorney No.1D-709 of 30.12.2016, on the other part, hereinafter collectively referred to as the “Parties”, have entered into this Contract to the following effect:

1. Subject Matter of the Contract

- 1.1 The Contractor undertakes to provide the services listed in clause 1.2 hereof related to provision of accommodation and meals to the Customer’s crews in the hotel (name) _____ located at the address: _____ Tashkent as per the Customer’s requisitions (hereinafter, the “Requisitions”), and the Customer undertakes to pay for such services on a timely basis and to the full extent according to the prices specified in Appendix No.2.
- 1.2 The list of services provided by the Contractor:
- booking and provision of rooms for crew accommodation in the hotel “_____”,
 - provision of meals to crews in the hotel “_____”,
 - crews transfer (provision of a motor vehicle with a driver for transportation on the route Airport – Hotel – Airport).

2. Obligations of the Parties

- 2.1 **The Contractor shall:**
- 2.1.1 Provide services to the Customer which are specified in clause 1.2, in compliance with the Customer’s Requisition and with proper quality corresponding at least to the 3* level.
- 2.1.2 Carry out control of the Customer crews’ living conditions in compliance with the established rules of provision of hotel services.
- 2.1.3 Carry out control of timely registration of passports, visas, and other documents of foreign citizens and RF citizens.
- 2.1.4 Inform the visitors specified in the Customer’s requisition about observance of the rules of stay in the hotel. Should any conflict situations occur between the Contractor

- and a Customer's crew with respect to any issues related to the condition of rooms, quality of service provided, the Contractor shall assist in resolution of such conflicts.
- 2.1.5 Provide technically sound motor vehicles for transportation of Customer's crews to the place and within the time limits specified in the Customer's Requisition.
 - 2.1.6 Provide highly qualified drivers for the service.
 - 2.1.7 In case of a vehicle breakdown, the Contractor shall provide a reserve vehicle for transportation of the Customer's crews without additional charge.
 - 2.1.8 Fulfillment of an urgent Customer's Requisition (time of performance less than 1 hour from the time of receipt of such Requisition) is possible in case of availability of a vehicle and approval by responsible employees of both Parties.
 - 2.1.9 Inform the Customer on the possibility of service provision as per the Customer's Requisition and confirm provision of services within 30 minutes from the moment of receipt of such Requisition.
 - 2.1.10 The Contractor guarantees provision of rooms booked as per the Customer's Requisition.
 - 2.1.11 Commence performance of obligations hereunder within the time limits agreed by the Parties.
 - 2.1.12 Inform the Customer with a letter on the official company letterhead about a change in the value of services provided at least 30 days prior to the effective date of the new prices to the e-mail addresses: dogovor@rossiya-airlines.com, OKR@rossiya-airlines.com. The new prices shall be fixed by the Parties in the form of an Additional Agreement for adoption of a new version of Appendix No.2, taking into account the provisions of clause 10.2 hereof.
 - 2.1.13 Accept the Customer's Requisition and provide services as per clause 1.2 hereof on a round-the-clock basis.
 - 2.1.14 Provide a manager for communication with the Customer, who shall be authorized to take decisions with respect to performance hereof on the part of the Contractor.
 - 2.1.15 The Contractor undertakes to ensure maintenance of hotel rooms as required by the health and hygiene and fire prevention standards.
 - 2.1.16 Generate statistical and accounting statements containing the following information on the services provided to the Customer, and submit the same to the Customer:
 - Scope of services provided (with and without VAT);
 - Information on additional costs incremental to the rates with an indication of the reasons;
 - Register of Customer crews who have been provided the services;
 - Preliminary invoices;
 - Invoices.
 - 2.1.17 According to the Customer crew's requests, provide laundry / dry-cleaning services on the account of personal funds of the Customer crew members who have ordered such a service under the conditions of clause 10.10 hereof.
- 2.2 The Customer shall:**
- 2.2.1 Specify the fullest information on the booked services in the Requisition, including without limitation the name of the service, the date, time, and duration of service provision, the number of crew members and passengers of the Customer, their data in the scope required for the fulfillment of the respective Requisition, the Customer's requirements to service provision organization, the Customer's responsible person.
 - 2.2.2 Communicate to the Customer's crews/Representatives:
 - the subject matter and the provisions hereof;
 - the Contractor's contact details.

- 2.2.3 Advise the Contractor about cancellation or amendment of the Requisition and (or) repudiation of the Contract in writing on the basis of the time limits and conditions for amendment and cancellation of Requisitions as provided for herein.
- 2.2.4 Make payments to the Contractor on a timely basis and to the full extent for the services provided, in compliance with section 4 hereof and according to invoices issued by the Contractor and approved by the Customer.
- 2.2.5 Inform the Contractor about the Customer's Representative acting on behalf of the Customer at the service provision location by virtue of a duly executed power of attorney and authorized for the generation of a Requisition for provision of services for the Customer's employees/passengers.
- 2.2.6 Be entitled to carry out audits of the Contractor, monitoring, or other procedures of control of safety and quality of services provided by the Contractor, at least once every 2 years; the Contractor may not interfere in such Customer's activities.

3. Procedure for booking of services

- 3.1 The Customer shall send a service booking Requisition to the Contractor, which shall contain the information specified in clause 2.2.1 hereof.
- 3.2 The Customer shall execute the Requisition according to the form provided in Appendix No.1 and send it by fax or e-mail.
- 3.3 The Contractor's reply shall also be sent by fax or e-mail.
- 3.4 The Contractor, within 30 minutes from the moment of receipt of the Requisition, shall confirm acceptance thereof and provide information on the time limits for provision of the services listed in the Requisition and the cost of such services, or propose other service provision alternatives different from those specified in the Requisition, in order to agree a final decision with respect to provision of the requested services.
- 3.5 In any case, services will only be provided to the Customer upon agreement with the Customer with respect to the scope and location of provision of such services.
- 3.6 The Contractor will inform the Customer about special aspects of fulfillment of the Requisition.
- 3.7 Cancellation or amendment of a Requisition will be performed by the Contractor by the Customer's request without any penalties charged to the Customer.
- 3.8 All documents sent to the Customer's address to confirm fulfillment of a Requisition, as well as the Customer's Requisitions themselves, shall be considered to be appendices hereto and shall be kept throughout the period of validity hereof.
- 3.9 All services provided by the Contractor may be ordered both as a package and separately.
- 3.10 A service booking requisition may be sent both directly by the Customer from its registration address and by a Representative acting by virtue of a duly executed power of attorney.
- 3.11 Booking may be made to the following contact details of the Contractor:
 - e-mail address _____
 - fax _____

4. Procedure of settlements and payments

- 4.1 All mutual payments between the Parties in the Republic of Uzbekistan shall be made in U.S. dollars.

- 4.2 The contract value throughout the contract validity period may not exceed _____ without VAT.
- 4.3 Payments hereunder shall be effected by funds transfer to the Contractor's transaction account.
- 4.4 The date of payment shall be the date on which the funds are credited to the Contractor's transaction account.
- 4.5 Payment for services provided by the Contractor hereunder shall be made by the Customer within thirty (30) calendar days from the date of receipt of the Contractor's invoice for the services provided, with appropriate supporting documentation enclosed.
- 4.6 The Contractor and the Customer shall perform reconciliation of mutual settlements confirmed by a bilateral report at least once a month.
- 4.7 The Contractor may not increase the prices specified in Appendix No.2 until 31.12.2018.
- 4.8 The Contractor shall preliminarily send all payment documents to the Customer's e-mail address: OKR@rossiya-airlines.com

5. Requisition cancellation conditions

- 5.1 A specific booking Requisition may be cancelled by the Customer at any time by its own discretion.

6. Liabilities of the Parties

- 6.1 The Parties shall be liable for failure to perform or improper performance of their obligations under the laws of the Russian Federation and the conditions hereof.
- 6.2 In case of improper provision of a service to the Customer's client hereunder, the Customer shall be entitled to refrain from payment for the Contractor's services or to pay for the same in part.
- 6.3 A client's complaint received and duly executed by the Customer shall be the grounds for submission of a claim against the Contractor for improper provision of a service to the Customer's client.
- 6.4 The Parties shall be released from liability for failure to perform or improper performance of their obligations if such failure to perform or improper performance was a result of circumstances of insuperable force (force majeure) – circumstances of extraordinary nature which cannot be foreseen or prevented by the Parties. Such circumstances include, without limitation: flood, fire, earthquake, storm, soil subsidence, and other acts of God, acts of terrorism, military operations, a strike in the industry or the region, adoption of a decision by a governmental or municipal authority which resulted in impossibility of performance of the obligations.
- 6.5 In case of commencement of the conditions specified in clause 2.2.4 hereof the Contractor shall be released from liability for failure to provide services.
- 6.6 In case of a delay in payment, the Customer shall pay penalties to the Contractor, based on the key rate of the Central Bank of Russia from the delayed amount for each day of delay, starting from the day following the due date as established by the Contract. The Contractor shall issue a separate invoice for the penalty amount.

- 6.7 If a guest has caused damage to the Contractor's property, the liability to the Contractor for compensation of such damage shall be borne by the guilty person, namely the guest, but not the Customer.
- 6.8 In case of any changes in the address and/or bank details, the Parties shall promptly inform each other accordingly in writing.
- 6.9 Should the Customer fail to perform the obligations provided for in clause 2.2.4 hereof, the Contractor shall be entitled to suspend or refuse the provision of services by notifying the Customer 10 days prior to the proposed time of introduction of such sanctions.

7. Dispute resolution procedure

- 7.1 Should any disputes hereunder occur between the Contractor and the Customer, the Parties will use every effort to resolve the conflict situation by way of negotiations out of court.
- 7.2 This Contract provides for resolution of disputes by way of exchange of written claims and answers thereto.
- 7.3 The Customer's claims accompanied by evidence confirming the validity of the claim shall be accepted by the Contractor in writing no later than 20 days from the moment of provision of a respective service.
- 7.4 If the Customer's claim is deemed to be valid, the Contractor shall send an adjusted invoice and the respective work completion certificate to the Customer's address.
- 7.5 When a dispute between the Contractor and the Customer cannot be resolved by way of negotiations and using the complaint procedure, they shall be resolved by the Arbitration Court of St. Petersburg and the Leningrad Region under the applicable laws of the Russian Federation.
- 7.6 In case of any disagreement with respect to the Contract wording, the Parties shall rely on the wording certified by the stamp of the Customer's legal department or contained in the bound and certified contract.
- 7.7 If the Contractor has provided any services not covered by this Contract to the guests specified in the Customer's Requisition, then the payment for such services shall be made by such guest according to the then effective Contractor's price list and may not be included into the invoice to the Customer.

8. Duration of the Contract

- 8.1 This Contract shall come into force from the moment of signing hereof by both Parties and remain in effect until 28.02.2019.

9. Confidentiality

- 9.1 The Parties undertake neither to disclose confidential information nor to use it for purposes other than performance of their obligations hereunder. The Party to which any confidential information has been provided undertakes to take measures for protection thereof which shall be at least as strict as those taken by such Party for protection of its own confidential information.
- 9.2 Confidential information is understood as any information received in the framework of performance hereof and containing, without limitation, business secrets, personal data, or other information protected by law, or information marked "Confidential" or

- “Strictly confidential” by the disclosing party, with an indication of the full name and location address of the owner of such information.
- 9.3 The party which have admitted disclosure of confidential information or failed to meet other confidentiality requirements with respect thereto shall be liable under the laws of the Russian Federation.
- 9.4 Confidential information may be disclosed to competent governmental authorities and securities regulators to the extent and according to the procedure established by the applicable laws, which will not entail incurrence of liability for the disclosure of such information.
- 9.5 The Parties’ obligations set out in this section shall remain in effect throughout the duration of this Contract and three (3) years upon termination hereof.

10. Anti-corruption clause

10.1 In the course of performance of their obligations hereunder, the Parties and their employees may not pay, offer to pay, or approve payment of any monetary funds or valuables, directly or indirectly, to any persons in order to exercise influence on such persons’ acts or decisions with the purpose of obtaining any unlawful advantages or for other unlawful purposes.

In the course of performance of their obligations hereunder, the Parties and their employees may not perform acts qualified as giving / acceptance of a bribe, corrupt payment, illegal gratification, abuse of authority, as well as acts violating the requirements of applicable laws and international acts on the counteraction to the legalization (laundering) of proceeds of crime.

10.2 Should a Party suspect that a violation of any provisions of clause 10.1 has occurred or may occur, such a Party undertakes to inform the other Party accordingly in writing. In the written notification, such a Party shall refer to facts or provide materials reliably evidencing or giving the grounds to suppose that a violation of any provisions of clause 10.1 by the other Party or employees thereof has occurred or may occur, expressed in acts qualified by the applicable laws as giving / acceptance of a bribe, corrupt payment, or acts violating the requirements of the applicable laws and international acts on the counteraction to the legalization (laundering) of proceeds of crime. On receipt of such written notice, the Party to which such notice was addressed shall send a letter confirming that such violation has not occurred or will not occur. Such a confirmation letter shall be sent within twenty (20) calendar days from the date of receipt of the aforementioned written notification.

10.3 Should the obligations to refrain from actions specified in clause 10.1 be violated by one of the Parties, the other Party shall be entitled to terminate the Contract unilaterally out of court by sending a written termination notice. The Contract shall be deemed to be terminated upon the expiry of twenty (20) calendar days from the date of receipt by a Party of the respective written notice of termination of the Contract. The Party which initiated termination of the Contract in compliance with the provisions of this clause shall be entitled to claim compensation of actual damage caused by of such termination of the Contract. The time limits for compensation of damage shall be twenty (20) calendar days from the date of receipt of the respective claim of the Party which initiated termination hereof.

11. Final provisions

11.1 This Contract is executed in the Russian language in two counterparts of the same legal force, one counterpart for each Party.

- 11.2 Any amendments and additions hereto shall only be valid if they are executed in writing and signed by duly authorized representatives of the Parties.
- 11.3 The seal of the Customer's legal department shall be affixed to each page of this Contract, and each Party acknowledges that only such counterparts of the Contract will be legally binding.
- 11.4 This Contract may be terminated by any Party subject to sending of a written notice to the other Party no later than 30 calendar days to the proposed termination date, and the Parties undertake to complete all mutual settlements within the aforementioned period. Should this be the case, the consequences provided for in section 5 hereof will commence with respect to all Requisitions sent by the Customer prior to the moment of sending / receipt of the termination notice.
- 11.5 Prior to the date of signing of this Contract, the Contractor shall provide the Customer with information on its whole chain of ownership (beneficiaries), including ultimate beneficiaries, and on the composition of its executive bodies according to the form set out in Appendix No.3 "Contractor Information" hereto, attaching the appropriate documentary evidence.
- 11.6 In case of any changes in the aforementioned chain of ownership, including ultimate beneficiaries, or in the composition of the Contractor's executive bodies, the Contractor shall promptly inform the Customer accordingly, attaching the appropriate documentary evidence.
- 11.7 In case of violation of obligations as per clauses 10.5 and 10.6 hereof or refusal to perform the same, the Customer shall be entitled to repudiate (terminate) the Contract unilaterally out of court by notifying the Contractor accordingly three (3) calendar days prior to the termination date.
- 11.8 Neither of the Parties may assign its rights and obligations under this Contract to third parties without a written consent of the other Party.
- 11.9 Appendix No.1 – Service Requisition Template, Appendix No.2 – Cost of Service under the Contract, Appendix No.3 – Contractor Information shall be an inseparable part of this Contract.
- 11.10 The Contractor shall grant a corporate discount to Contractor's crews for laundry / dry-cleaning services in an amount of 50% of the base price as per the Contractor's price list, and the Customer shall not be obliged to pay for such laundry / dry-cleaning services.
- 11.11 The following Appendices shall be an inseparable part of the Contract: Appendix No.1 – Requisition for accommodation of crews of Rossiya Airlines JSC (template); Appendix No.2 – Hotel Accommodation of crews; Appendix No.3 – Contractor Information (Template).

12.Details of the Parties

Customer

_____/V.V.Ershov/

Contractor

_____/ /

Appendix No.1
to Paid Service Contract No. _____

TEMPLATE

Requisition for accommodation of crews of Rossiya Airlines JSC

No.	Name	Check-in/check-out time and date	Provision of meals (breakfast, lunch, dinner) as applicable

Name of the person responsible for sending of the requisition _____, phone,
fax, e-mail

Date _____ Signature and printed name _____

Customer

_____/V.V.Ershov/

Contractor

_____/ /

Appendix No.2
to Paid Service Contract No. _____

Accommodation of crews in the hotel “ _____ ”

Cost of accommodation per person per day, U.S. dollars (VAT included)	
Single room	Double room

Crew meals in the hotel “ _____ ”

Cost of food ration in U.S. dollars per person (VAT included)		
Breakfast	Lunch	Dinner

Cost of transfer for the crew per person (Airport-Hotel-Airport)

1. Cost U.S. dollars (VAT included)

Customer
_____/V.V.Ershov/

Contractor
_____/ /

Appendix No.3 to Contract No._____.

**TEMPLATE
Contractor Information**

№	Contractor's name (Taxpayer Identification Number (INN), type of activity)						Contract (details, subject matter, price, duration, and other essential conditions)						No.	Information on the Contractor's chain of ownership, including beneficiaries (including ultimate ones)						
	INN	OGRN	Contractor's name	OKVED code	Surname, name, and patronymic of CEU	Authority which issued the CEO's ID document and the number thereof	Number and date	Subject matter of the Contract	Value (mn rubles)	Duration	Other essential conditions	INN		OGRN	Company name / Name	Location / Registration address	Series and number of ID document (for an individual)	Manager/ member/ shareholder/ beneficiary/ information on executive body	Information on supporting documentation (name, details, etc.)	
1												1.1								
												1.1.1								
												1.1.2								
												1.1.3								
												1.1.3.1								
												1.1.3.2								
												...								
												1.2								
												1.2.1								
												...								

Position and name of the Contractor's CEO _____
Stamp _____ signature /date/

Note. The table shall contain detailed information on the contractor's chain of ownership (founders / shareholders; with respect to founders / shareholders which are legal entities, information on their founders, etc.), including ultimate beneficiaries: 1.1, 1.2 – contractor's owners under contract (first level owners); 1.1.2, 1.2.1, 1.2.2, etc. – owners of the company 1.1 (second level owners) and further according to the similar scheme up to the ultimate beneficiary (1.1.3.1)

Contractor

Customer

_____ V.V.Ershov

