

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Catering services

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

**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 intended to general public to present proposals for procurement procedure:

This procedure includes   1   lot(s).

<b>Lot No.</b>		<b>1</b>			
<b>Designation of subject of the contract (lot):</b>		<b>Catering Services</b>			
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>2 000 000</b>	<b>USD</b>	<b>scope of servicing is not determined</b>	<b>Pcs.</b>	<b>56.29.11.000</b>	<b>56.29.1</b>
<b>Place of delivery/performance of work/service provision (address):</b>		<b>Goa International Airport, Goa, India</b>			

Procedure for the request for proposal 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 proposal does not imply any appropriate civil obligations for the customer for mandatory contract conclusion with the winner or other bidder.

The Customer may withdraw the request for proposal at any time, not 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 proposal. In case of a decision to withdraw the request for proposal the Customer shall, within the day following the day when such decision was made, post information of such request for proposal 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 proposal.

The Customer does not issue documentation regarding the request for proposal procedure upon separate requests of any bidder. 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 proposal 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 proposal or documentation for the request for proposal.

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposal in written or in electronic format at least three business days prior to the bids submission deadline. Within two business days from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry 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 «02» 08 2017.
Time and date of bids submission deadline	10.00 Moscow time «15» 08 2017.
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «22» 08 2017.

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

Tirskaya Elena

Phone: +7 (812) 6-333-949

e-mail: tender@rossiya-airlines.com

2.3. For the purpose of bidding for the request for proposal, potential bidder shall compile the bid for the request for proposal executed fully in compliance with the requirements of documentation for the request for proposal. The potential bidder may submit only one bid related to each subject of the request for proposal.

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

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

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

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

2.4.4. To submit, within week term from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix B to the Policy of Procurement of Goods, Work, and Serviced by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

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

2.6. Bidder is entitled to amend or withdraw submitted bid for the request for proposal no later than the deadline for submission of the bids for the request for proposal. 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.

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

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

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

2.10. If upon the deadline for submission of bids for the request for proposal as specified in the documentation for the request for proposal the Customer receives only one bid for the request for proposal, although the request for proposal 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 proposal and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for proposal the Customer may enter into a contract with such bidder.

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

2.12. 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.

Caterer invoices Airline, every fifteen (15) days for services and all invoices will be paid by the Airline within thirty (30) days from the invoice date. Caterer sends scan-copy of all invoices on next e-mail: OKR@rossiya-airlines.com.

**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 to 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 are 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 it. 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 English language. If any information or documents are submitted in other language they shall be accompanied with translation into Russian or English language.

5.3. All rates in the bid shall be indicated in USD excluding and 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. Commercial proposal shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- *Economy class:*

*Sandwich rations cost - not more than 3 USD per 1 pcs.*

*Hot Meal Dinner rations cost – not more than 7 USD per 1 pcs.*

- *Crew:*

*Hot Meal Dinner rations cost – not more than 14 USD per 1 pcs.*

*Tonic Meal rations cost – not more than 2,5 USD per 1 pcs.*

- *Business Class :*

*Hot Meal Dinner rations cost - not more than 15 USD per 1 pcs.*

*Hot Snack Dinner rations cost – not more than 10 USD per 1 pcs.*

*Cold Snack rations cost – not more than 5 USD per 1 pcs.*

- Servicing Boeing 737-800 – not more than 100 USD per 1 servicing
- Servicing Boeing 777-200 – not more than 170 USD per 1 servicing using 2 highloaders
- Servicing Boeing 777-300 – not more than 170 USD per 1 servicing using 2 highloaders
- Servicing Boeing 747 – not more than 200 USD per 1 servicing using 2 highloaders

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

5.8. 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

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5.8.2. Possibility of subcontracting

Not anticipated

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5.9. Lot separability: Not anticipated

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5.10. Application software: Not anticipated

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

6.1. Commercial proposal 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 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 of the bids 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
<b>Compliance with the requirements for procurement parties</b>	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.
<b>Completeness of submitted documents</b>	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
<b>Bid compliance with the requirements of procurement documentation</b>	Check of the bid content including: Content of price for proposal; 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 review.

Bid of procurement bidder will be rejected in case:

- a) Any copies documents and other information as required by the procurement documentation are not submitted;
- b) Failure or delay in the provision of maintenance of the application, if such security is provided the requirements of this document;
- 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 proposal 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 resulted revealed during 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 that are which, according to members of the bidding commission, do not conform to requirements of the request for price proposal with respect to merits, and making decision whether to deny pre-qualification of procurement bidder 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 proposal 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 price

proposal procedure such bidder shall be deemed to be the only one bidder for the request for proposal. 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 proposal 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 proposal shall be deemed void.

6.6. Applications that have passed the qualifying stage, pass the evaluation stage according to the following criteria and in the following order:

Each proposal is assigned a number of points for each criterion. Designation criteria, the procedure for calculating the number of points and the maximum number of points for each criterion are presented in the table below:

<b>№</b>	<b>Criterion</b>	<b>The procedure for calculating the points for the criterion</b>	<b>Maximum number of points</b>
1	Sandwiches rations cost (economy)	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table	10
2	Hot Meal Dinner rations cost (economy)		20
3	Hot Meal Dinner rations cost (Crew)		5
4	Tonic Meal rations cost		5
5	Hot Meal Dinner rations cost (Business)		5
6	Hot Snack Dinner rations cost (Business)		5
7	Cold Snack rations cost (Business)		5
8	Servicing Boeing 737-800		5
9	Servicing Boeing 777-200		10
10	Servicing Boeing 777-300		10
11	Servicing Boeing 747		20
			<b>100</b>

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

6.7. Placing final score to a bid:

6.7.1. Final score for each bid for the request for proposal shall be calculated by addition of scores for each criterion of the bid evaluation given in it.6.6.

6.7.2. Each bid for the request for proposal shall get a sequence number as advantage degree of contract execution terms and conditions identified in the bid decreases based on the results of calculation of final score for each bid.

6.7.3. The first number will be assigned to the bid for the request for proposal gained the highest final score.



6.8. The bidder offered the best combination of contract execution terms and conditions and gained the first number for his bid for the request for proposal will be announced the winner.

If more than one bids for the request for proposal include equivalent combinations of contract execution terms and conditions, the bid that has been received before other bids for the request for proposal with similar terms and conditions shall be assigned higher sequence number.

If during evaluation and benchmarking of bids for request for price proposal the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of proposal submitted by the procurement parties and summarizing procurement results in the notice for the request for proposal, 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 proposal, the bidding commission will involve experts and specialists from the customer divisions and, 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 proposal a Report on the results of the request for proposal shall be issued.

6.11. If the winner of the request for proposal 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 (proposal), 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 proposal 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 proposal to the winner or any other bidders.

6.13. If the Customer refuse to conclude a contract both with the winner of the request for proposal 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 proposal to be void**

In case the request for proposal is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for proposal or recognized to be the only one bidder for the request for proposal the Customer may repeat the request for proposal 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	Bidder's Questionnaire
Appendix 2	Application for Participation in the Procedure
Appendix 3	Terms of Reference
Appendix 4	Draft Contract

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

<b>QUESTIONNAIRE OF BIDDER<sup>1</sup></b> <b>for procurement procedure:</b>	
<i>(state designation of procedure)</i>	
<b>Procedure No.</b> _____	<b>Lot No.</b> _____
<i>(state number of procedure)</i>	<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>	
<b>1. Legal Details</b>	
<b>Country of registration</b>	_____
<b>Legal address</b>	_____
<b>Actual address</b>	_____
<b>Phone</b>	_____
<b>Fax</b>	_____
<b>E-mail</b>	_____
<b>2. Bank Details</b>	
Entity's Taxpayer Identification Number / Taxpayer	
Record Validity Code (KPP): _____	
Principal _____	State _____
Registration Number _____	
(OGRN): _____	
Number of current account _____	
Bank name _____	
Correspondent account _____	
BIC _____	
<b>3. Registration details</b>	
Registration date, place and authority _____	
Shareholders _____	
Business profile _____	
Affiliation with small and/or medium-sized business <sup>2</sup> _____	
Russian National Classifier of Businesses and Organizations (OKPO) _____	
Russian Classification of Economic Activities (OKVED) _____	
<b>4. Attachments to the Bidder Questionnaire:</b>	
<b>Document Title</b>	<b>Number of pages</b>
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 price proposal in the unified information system (for foreign companies – abstract from a trade register).	

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

<sup>2</sup> 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.

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 no earlier than 20 days before the deadline for receipt of applications. (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming 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).	
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, an original or a notarized 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. <sup>3</sup>	
<b>5. Contact person</b>	
<div style="text-align: right;">_____</div> <div style="text-align: right;"><small>(specify name, surname, phone, fax, e-mail)</small></div>	
<p><b>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:</b></p>	
<div style="text-align: center;"><small>(state designation of procedure)</small></div>	
<div style="text-align: center;"><small>(position of the chief executive officer)</small></div>	<div style="text-align: center;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div><small>(signature)</small></div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div><small>(state name)</small></div> <div></div> </div> </div>
<div style="text-align: center;">Date of compilation</div>	<div style="text-align: center;"> <b>Stamp</b>  « _____ »  <div style="display: flex; justify-content: space-around;"> <div><small>(DD)</small></div> <div><small>(MM)</small></div> <div><small>(YYYY)</small></div> </div> </div>

<sup>3</sup> Procurement bidder may submit any additional information about his company.

**Appendix 2**  
**to the Procurement Documentation**

<b>Application for Bidding <sup>4</sup></b> <b>in the public request for proposal:</b>		
(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 price proposal 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 proposal.		
Commercial proposal:		
<b>No</b>	<b>Criterion</b>	<b>Cost USD</b>
1	Sandwiches rations cost (economy)	
2	Hot Meal Dinner rations cost (economy)	
3	Hot Meal Dinner rations cost (Crew)	
4	Tonic Meal rations cost	
5	Hot Meal Dinner rations cost (Business)	
6	Hot Snack Dinner rations cost (Business)	
7	Cold Snack rations cost (Business)	
8	Servicing Boeing 737-800	
9	Servicing Boeing 777-200	
10	Servicing Boeing 777-300	
11	Servicing Boeing 747	

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

2. We hereby inform (declare) that	
(specify full name of legal entity / name, surname 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 procurement;	
No records 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 are available.	
3. We hereby guarantee accuracy of information in the bid for the request for proposal 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 proposal information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposal conditions equal for all bidders.	
4. In case we win the request for proposal 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 week term 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 proposal, the Customer award 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 proposal and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.	
6. In case we are recognized to be the second winner of the request for proposal based on the results of procurement procedure and the winner of the request for proposal is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposal documentation and our quote.	
7. In case we are recognised to be the only one request for proposal bidder we undertake to sign the contract in accordance with the requirements given in the request for proposal documentation and at the price indicated in our quote.	
8. In case we are recognised to be the winner of the request for proposal 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 proposal we agree that information	
about	
(specify full name of legal entity / name, surname of individual)	
should be included into the supplier blacklist.	
9. We undertake not to amend and/or withdraw our bid for the request for proposal after the deadline for submission of bids for the request for proposal.	
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 <sup>5</sup> .	
11. Documents being an integral part of our bid for the request for proposal are attached to the present bid for the request for proposal,	
as per the list on	page

<b>Chief executive officer</b>			
		(signature)	(state name)
<i>Stamp</i>			
Date of compilation	«	»	
	(DD)	(MM)	(YYYY)

<sup>5</sup>Item is included in the purchase application only participants - individuals.



## **Appendix 3** **to the Procurement Documentation**

### **Terms of Reference** **CATERING SERVICING OF “ROSSIYA AIRLINES” FLIGHTS (PASSANGERS AND CREW MEMBERS)** **FROM GOI.**

#### **1. Contract purpose.**

Providing in-flight catering servicing to Rossiya Airlines.

#### **2. Location of servicing.**

Servicing should be provided on next location: GOI

#### **3. Terms.**

Agreement shall be effective from the moment of signing and shall remain in force till 31.12.2019.

#### **4. Starting (Maximal) price.**

4.1. The starting maximal price for meals, goods and handling:

*- Economy class:*

*Sandwich rations cost - not more than 3 USD per 1 pcs.*

*Hot Meal Dinner rations cost – not more than 7 USD per 1 pcs.*

*- Crew:*

*Hot Meal Dinner rations cost – not more than 14 USD per 1 pcs.*

*Tonic Meal rations cost – not more than 2,5 USD per 1 pcs.*

*- Business Class :*

*Hot Meal Dinner rations cost - not more than 15 USD per 1 pcs.*

*Hot Snack Dinner rations cost – not more than 10 USD per 1 pcs.*

*Cold Snack rations cost – not more than 5 USD per 1 pcs.*

*- Servicing Boeing 737-800 – not more than 100 USD per 1 servicing*

*- Servicing Boeing 777-200 – not more than 170 USD per 1 servicing using 2 highloaders*

*- Servicing Boeing 777-300 – not more than 170 USD per 1 servicing using 2 highloaders*

*- Servicing Boeing 747 – not more than 200 USD per 1 servicing using 2 highloaders*

#### **5. Form, terms and specification of payment for servicing.**

5.1. Payment method shall be bank transfer.

5.2. Terms and specification of payment: Caterer invoices Airline, every fifteen (15) days for services and all invoices will be paid by the Airline within thirty (30) days from the invoice date. Caterer sends scan-copy of all invoices on next e-mail: OKR@rossiya-airlines.com.

#### **6. Requirements to the services.**

6.1. - preparing, assembling and packaging meals, beverages and customary incidentals including “shelf-stable” and any other types of meal service or food products;

- packing meals, beverages and incidentals including “shelf-stable” products directly to the Airline’s aircraft or passenger loading bridges;

- transporting meals, beverages and incidentals including “shelf-stable” products in the galleys of the Airline’s aircraft or passenger loading bridges;;
- removing carts, carriers and incidental catering equipment from the aircraft for cleaning, disposing of waste and storing;
- storing service equipment and provisioning items in safe and secure areas and in accordance with the Airline’s instructions, if any;

6.2. Range of services to ensure the catering is regulated by the main contract for the catering, as well as the annexes, which are an integral part of the contract.

### **7. Qualification requirements to tender’s contestant.**

7.1. The contestant must have the experience in providing flight catering to Airlines, confirmed the presence of existing contracts on providing services and on-board meals with the airline. The contestant must to provide a certificate of rendered (rendered) services (Annex 1)

### **8. Requirements to the quality and safety.**

8.1. To have technical possibility to receive meals orders by the electronic connections channels.

8.2. To have technical possibility to provide ordered meals on board in accordance to schedule and to have a possibility to provide an extra-meals in case of last minute order (less than 1 hour prior to STD).

8.3. To have a technical possibility to deliver, load and unload equipment on/from AC.

8.4. To work in accordance to HACCP system ISO 20000.

8.5. Services must be comply with the following regulations:

- IOSA standards.
- Security services is determined strictly in accordance with the applicable Indians law, safety, fire safety, aviation security, including the standards and recommendations of ICAO and IATA, local acts of the customer, as well as these Terms of Specification. The services provide outside Russian Federation and according this it must comply with International Standards requirements. State Standard not applicable.

8.6. To have a possibility to provide a special meals according to Airline orders.

**Annex 1**  
To specification

**Certificate of rendered (rendered) services**

<b>Quantity of service</b> (the average daily number of servings meals*)	<b>Customer**</b>  /  <b>Contract №</b>	<b>Cost of contract in USD</b>	<b>Period of servicing</b> (date of starting and date of ending)

\* used for the calculation of the average daily amount of cooked rations by the period of services under the contract.

\*\* specify all customers Participant legal entity.

\_\_\_\_\_  
(Signature, p.s.)

\_\_\_\_\_  
(Second name, name, position)

Annex 2

Chain of counterparties' owners

№	Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Name of counterpart					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	№ of Contract and entering into force	Subject Matter of Contract	Total amount	Validity	Bank requisites and legal address	Taxpayer identification number	State registration number	Name of the company	CEO name	CEO ID/passport details	Taxpayer identification number	State registration number (for organizations)	Name of the owner/beneficiary	Registration address	ID (passport details) for individuals	CEO/owner/share holder/beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																	

Second name, name, position of head of counterpart \_\_\_\_\_  
Stamp signature /date/

**1. Sandwiches rations for economy class**

COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>SAND:</u></b>			
BREAD	pcs.	1	50 gm.
CHEESE	gm.	35	
SAUCE	gm.	5	
MEAT/FISH/CHICKEN (WITHOUT PORK)	gm.	50	
VEGETABLE GARNISH	gm.	10	

## 2. Hot Meal Dinner rations for economy class

class / meal type: economy / hot dinner Y-class	CODE		
COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>STARTER</u></b>	gm.	<u>60</u>	
MEAT/FISH GASTRONOMY		30	
VEGETABLE GARNISH		30	
<b><u>HOT DISH: A 50%</u></b>	gm.	<u>210</u>	
HOT DISH FROM FISH		110	
GARNISH		80	
SAUCE		20	
<b><u>HOT DISH: B 50%</u></b>	gm.	<u>210</u>	
HOT DISH FROM CHICKEN OR MEAT (NO PORK)		110	
GARNISH		80	
SAUCE		20	
<b><u>DESERT</u></b>	gm.	50	
CAKE			
<b><u>IN SNACKBOX:</u></b>			
WHITE BREAD ROLL	pcs.	1	
BUTTER IN INDIVIDUAL PACK	pcs.	1	
BREAD	pcs.	1	

### DISPOSABLE:

SNACK-BOX	pcs	1	
CUTTLERY 8/1	pcs	1	
WET WIPE	pcs	1	
CASSEROLE	pcs	1	
LIDS FOR CASSEROLE	pcs	1	
BOWL	pcs	1	

### 3. Hot Meal Dinner ration for crew

Class / meal type: crew / hot dinner	CODE		
	CREW		
COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>SNACK (COLD PLATE):</u></b>	gm.	90	
LIST OF SALAD		2	
MEAT or FISH SNACK		40	
FRESH VEGETABLES		25	
CHEESE		23	
<b><u>BUTTER:</u></b>			
BUTTER IN INDIVIDUAL PACK	gm	10	
<b><u>HOT DISH A: 34%</u></b>	gm.	200-240	
LIKE IN C-Class		-	
<b><u>HOT DISH B: 33%</u></b>	gm.	200-240	
LIKE IN C-Class		-	
<b><u>HOT DISH C:33%</u></b>	gm.	200-240	
LIKE IN C-Class		-	
<b><u>DESERT:</u></b>			
CAKE	gm.	50-80	
<b><u>ON THE TRAY:</u></b>			
SAULT	pcs.	1	
PEPPER	pcs.	1	
TOWELS	pcs.	1	
<b><u>BULK:</u></b>			
BREAD (2 pcs)	pcs.	1	
WHITE BREAD	pcs.	1	
SAUSE IN INDIVIDUAL PACK	pcs.	1	
DISPOSABLE			
LUNCH-BOX	pcs.	1	
CUTTLERY 8/1	pcs.	1	
WET WIPE	pcs.	1	
PLATE IN LUNCH-BOX	pcs.	1	
BOWL IN LUNCH-BOX	pcs.	1	
CASSEROLE	pcs.	1	
LIDS FOR CASSEROLE	pcs.	1	

#### 4. Tonic Meal ration for crew

Type of ration	Composition	Unit	Quantity
Tonic meal	Croissant or baguette or loaf.	pcs.	1
	Yogurt	pcs.	1
	Fruit (orange or apple).	pcs.	1
	Processed cheese.	pcs.	1



### 5. Hot Meal Dinner for business class

Class / meal type: business / hot dinner	CODE		
COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>SNACK (COLD PLATE):</u></b>	gm.	110	
LIST OF SALAD		3	
MEAT (EXCEPT PORK) or FISH SNACK		77	
FRESH VEGETABLES		30	
<b><u>BUTTER:</u></b>			
BUTTER	gm	10	
<b><u>HOT DISH A: 34%</u></b>	gm.	200-240	
HOT DISH FROM CHICKEN		125	
GARNISH		95	
SAUCE		20	
<b><u>HOT DISH B: 33%</u></b>	gm.	200-240	
HOT DISH FROM MEAT (PORK IS BANNED)		125	
GARNISH		95	
SAUCE		20	
<b><u>HOT DISH C:33%</u></b>	gm.	200-240	
HOT DISH FROM FISH		125	
GARNISH		95	
SAUCE		20	
<b><u>DESERT:</u></b>			
CAKE	gm.	50-80	
<b><u>ON THE TRAY:</u></b>			
SAULT	pcs.	1	
PEPPER	pcs.	1	In cutlery
<b><u>BULK:</u></b>			
BREAD	pcs.	2	
WHITE BREAD (BAGGET)	pcs.	1	heat-resistant
WHITE BREAD	pcs.	1	package

## 6. Hot Snack Dinner for business class

Class / meal type: business / hot dinner	CODE		
COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>SNACK (COLD PLATE):</u></b>	gm.	-	
FISH GASTRONOMY		30	
FISH GASTRONOMY		40	
GARNISH		20	
GARNISH		5	
GARNISH		1	
<b><u>HOT MEAL:</u></b>	gm.	100	
MAIN DISH (MEAT PIE OR OTHER)			
<b><u>DESERT:</u></b>			
CAKE	gm.	50-80	
<b><u>ON THE TRAY:</u></b>			
SAULT	pcs.	1	
PEPPER	pcs.	1	In cutlery
<b><u>BULK:</u></b>			
BREAD	pcs.	2	
FRENCH BREAD	pcs.	1	heat-resistant package

## 7. Cold Snack for business class

Class / meal type: business / hot dinner	CODE		
COMPOSITION	UNIT	QUANTITY	NOTES
<b><u>SNACK (COLD PLATE):</u></b>	gm.	-	
MEAT GASTRONOMY		30	
MEAT GASTRONOMY		40	
GARNISH		20	
GARNISH		5	
GARNISH		1	
<b><u>DESERT:</u></b>			
CAKE	gm.	50-80	
<b><u>ON THE TRAY:</u></b>			
SAULT	pcs.	1	
PEPPER	pcs.	1	In cutlery
<b><u>BULK:</u></b>			
BREAD	pcs.	2	
FRENCH BREAD	pcs.	1	heat-resistant package

**Appendix 4**  
**to the Procurement Documentation**

**Draft Contract**

## **Catering Services Agreement**

This Catering Services Agreement ("Agreement") is made and entered into as of the date \_\_\_\_\_ between: \_\_\_\_\_ hereinafter referred to as "Caterer" represented by \_\_\_\_\_, acting under the \_\_\_\_\_, on the one hand, and Joint Stock Company "Rossiya Airlines", hereinafter referred to as "Airline", represented by the Deputy General Director for Operations Scherbakov Albert, acting under a power of attorney number 1D-672 from 29.12.2016, on the other hand, collectively, the "Parties"

### **RECITALS**

This agreement replaces all previous agreements.

WHEREAS Caterer is in the business of providing catering and related services in the aviation industry;

WHEREAS the Airline has requested that Caterer provide it with Services (as defined below);

WHEREAS Caterer is willing to provide such Services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements hereafter set forth, the Parties hereby agree as follows:

### **1. SERVICES.**

- 1.1. Caterer agrees to provide the services shown in Annex A (the "Services") to the Airline's flights in the airports that identified in Annex B (« Place of servicing ") in accordance with terms and conditions set forth in this Agreement and the Airline agrees to accept and to pay for the services that have been provided by the "Caterer" with agreed price according to Annex C "Price"
- 1.2. The ordering specifications and the cancellation policy are contained in Annex D and E respectively.

### **2. OBLIGATIONS OF THE PARTIES**

#### ***2.1. In relation to the Services, Caterer shall:***

- 2.1.1. Perform the Services in line with international industry standards (based on the IFSA – International Flight Services Association standard and IFCA – International Flight Catering Association ) with reasonable care by appropriately qualified personnel;
- 2.1.2. Provide safe for health meals and beverages;
- 2.1.3. Provide safe and secure storage facilities for products and maintained equipment of Airline;
- 2.1.4. Ensure that all premises, plant, production processes, utensils and vessels used for storage, preparation, production and transportation of all meals and beverages provided to the Airline's aircraft meet, in all material respects, the standards of hygiene specified by applicable local and international laws, regulations, procedures and requirements;
- 2.1.5. Take all reasonable steps to ensure that food and water delivered to the Airline shall be free from living organisms of disease and toxic substances of any origin to the extent required by applicable local and international laws, regulations, procedures and requirements.
- 2.1.6. At its sole expense obtain all necessary permits and licenses that may be required in order to perform the Services unless these obligations must come from the Airline;
- 2.1.7. Arrange for all necessary governmental or other inspections or approvals, including all notices in connection therewith, regarding all Services;
- 2.1.8. Ensure that the Services are provided in material conformity with this Agreement.
- 2.1.9. Use the equipment, if it will be provided by the Airline only for its purpose, report to the Airline for losses or damage of equipment. The cost of loss or damage of "Catering" equipment due to the fault of Caterer will be refundable by the Caterer at a price based on the residual value of the lost property. Equipment will be returned to Airline after the expiration of the Agreement in good condition, subject to reasonable wear and tear.

- 2.1.10. Provide to Airline right to audit and monitoring or other procedures for control under the safety and quality provided by the supplier of products and services. Such checks are carried out during the working day without compromising production.

**2.2. *The Airline shall:***

- 2.2.1. Receive services that have been provided by the Caterer in accordance with this Agreement. Meals will be considered accepted after the signing of invoices by representative of the Airline (flight attendant).
- 2.2.2. Pay for services according to agreed price set out in Annex C;
- 2.2.3. Inform Caterer about orders of meals in advance in accordance with Annex D;
- 2.2.4. Provide in advance essential service equipment (including crockery, cutlery, trays, trolleys, modules, aircraft oven, jugs for beverages and other items of equipment) in sufficient quantity and by list to Caterer, agreed by the Parties.
- 2.2.5. Compile and provide accurate and in every point up-to-date written information and/or instructions required by Caterer in order to secure the standard of service as agreed by the Parties;

**3. PAYMENT**

- 3.1. All payment will be made in [USD], unless agreed otherwise in writing. Invoicing in [USD]. Advance payment for servicing.
- 3.2. Caterer invoices Airlines, every fifteen (15) days after services providing for the services rendered under this Agreement, and all invoices will be paid by the Airline within thirty (30) days from the invoice date. Caterer will send scan-copy of all invoices on next e-mail: OKR@rossiya-airlines.com. All payments under this Agreement will be made in full by transfer of immediately available funds and without deduction, set-off or counterclaim of any kind. Services will be paid on the fact of their provision. All payments must be made in accordance with Annex C.
- 3.3. The Airline agrees that on-time payment of invoices and other amounts due is of the essence of this Agreement, and that any payments not received on the due date therefore shall accrue interest at a rate of 0,5% from indebtedness per month until it will be paid in full. The rate will be applied in case of payment delays more than thirty (30) days. Any such interest shall be payable on demand. In addition, the Airline shall reimburse Caterer on a full indemnity basis for losses incurred by Caterer (including fees and expenses of legal counsel) with regard to late payments. In case of a dispute regarding an invoice, the Airline is not entitled to withhold or set-off the disputed amounts. Disputes in relation to invoices must be raised by the Airline within thirty (30) days of the date of the relevant invoice.
- 3.4. Caterer is allowed to correct prices with prior notice to the Airline, with the objective to increase or decrease the cost of providing services.
- 3.5. Each Party can request that the Parties mutually consider alternative product solutions or menu item or ingredients in cases where the price of such originally specified product, item or ingredient has increased.
- 3.6. The bank commission at the expense of the Airline.
- 3.7. The amount of this agreement is not more than 2 000 000 USD.

**4. TAXES.**

- 4.1. The prices offered by Caterer under this Agreement do not include any taxes, fees, charges, etc. The Airline shall pay all taxes imposed by any taxing authority and required to be paid by Caterer or the Airline as a result of, or pursuant to, the Services provided or menu items furnished to the Airline under this Agreement. The Airline shall also be responsible for any interest or penalties or such other charges assessed in connection with such taxes. For purposes hereof, "taxes" include any and all taxes, Service Tax, VAT, sales tax or similar charges, levies, imposts and any usage fees, airport levies or similar fees.
- 4.2. All registration or documentary taxes (including stamp duties) or analogous charges arising in connection with this Agreement, which may be payable under the national law of the country in which the principal place of business of either Party to this Agreement is located, are payable by that Party.

**5. INSPECTIONS**

- 5.1 Subject to the prior consent of the Caterer, the Airline has the right to inspect galley, property, equipment, food and services provided by the Caterer, as well as from time to time to take samples of food and beverages. The Airline has the right to verify the proper nutritional status at the time of delivery.

- 5.2 Caterer have to provide the Airline an opportunity to conduct audit and monitoring or other procedures to monitor the safety and quality of products and services provided by Caterer not less than 1 time per 2 years.

## **6. LIABILITY**

- 6.1. Caterer shall be liable to the Airline, its directors, officers, employees, representatives and agents only for any and all proven liabilities, claims, demands, suits, judgments, causes of action, losses, damages, fines and expenses ("Losses") incurred by the Airline, which arise directly out of Caterer's proven gross negligence or willful misconduct in its performance of its obligations under this Agreement, with the Airline using all commercially reasonable efforts to mitigate any such Loss at all times, except to the extent the Losses are caused, or contributed to, by the proven gross negligence or willful misconduct of the Airline.
- 6.2. The Airline shall be liable to Caterer, its directors, officers, employees, representatives and agents only for any Losses incurred by Caterer, which arise directly out of the Airline's proven gross negligence or willful misconduct in its performance of its obligations under this Agreement, with Caterer using all commercially reasonable efforts to mitigate any such Loss at all times, except to the extent the Losses are caused, or contributed to, by the proven gross negligence or willful misconduct of Caterer.
- 6.3. Notwithstanding the above, neither Party shall be liable for any consequential, incidental or indirect loss, punitive damages, or any loss of profit, opportunity, business, revenue or other economic advantage.
- 6.4. Both Caterer and the Airline are exempt from liability under this Agreement if prompt notification is given by either Party in respect of any failure to perform their obligations under this Agreement arising from an industrial action, strike, lock-out or other similar event involving a complete or partial stoppage of work.
- 6.5. Caterer shall not accept any complaints and shall not be liable for any alleged claims which have not been notified to Caterer in writing within three (3) months from the occurrence of the matter giving rise to the potential claim. For the avoidance of doubt, any notification of an alleged claim within this three (3) month period does neither suspend nor otherwise interrupt any applicable period of limitation which will remain unaffected
- 6.6. If more than one Caterer entity is a party to this Agreement there is no joint and several liability among these Caterer companies based on this Agreement and each of the Caterer entities is solely responsible for the proper performance of its respective obligations.

## **7. CONFIDENTIALITY**

- 7.1. Terms of treaties and agreements (protocols, etc.) to it are confidential and will not be disclosed.
- 7.2. The Parties shall take all necessary measures to ensure that their employees, agents, assignees will not inform third parties about the details of the Agreement and its Annexes without the prior consent of the other parties.
- 7.3. Confidential information may be provided to the competent public authorities and securities regulators in the cases and in the manner permitted by applicable law and it will not entail an offensive liability for its disclosure.
- 7.4. The obligation of this clause shall survive for a period of three (3) years after the termination of this Agreement.

## **8. OTHER CONDITIONS.**

- 8.1. No Party will be liable for delays or failure in performance caused by events beyond its reasonable control (including, but not limited to, acts of God such as storm, flood, earthquake or other natural disaster, explosion, act of public enemy, hostility, riot, civil commotion, fire, pandemic, epidemic or quarantine restriction, act of God, war, terrorism, acts of government). The obligations of the Parties to make payments when due under the terms of this Agreement will not be excused by the occurrence of events of force majeure. A Party claiming force majeure will give timely written notice of such claim to the other Party and, where possible, will use its reasonable efforts to remedy the events giving rise to such claim.
- 8.2. The provisions of the Agreement will be binding on the parties and their successors. Performance of the Contract cannot be transferred to any third party without the prior written consent of the other Party, however, Caterer may subcontract or outsource any part, or all, of the Services, provided that Caterer

shall, at all times, remain fully liable to the Airline for all performance hereunder. Parties are required in the event of such a transfer of rights and obligations under the Treaty to notify each other.

- 8.3. All notices and other communications under this Agreement must be in writing and in the English language and will be deemed received to a Party when (a) delivered to the appropriate address by hand or by recognised international express courier service (costs prepaid), (b) sent to the addressee by facsimile (receipt electronically confirmed) or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the address and marked to the attention of the individual (by name or title) designated below or to such other address or individual as a Party may designate by written notice to the other Party:

To the Airline:

Deputy General Director for Operations Scherbakov  
Albert – in case of general information  
Deputy of Accounting Departments Chief Kulik Tatiyana  
– in case of invoices.  
Pilotov st. 18/4, Saint Petersburg, Russian Federation  
Tel.: +7 812 633 39 99  
email: OKR@rossiya-airlines.com – payments  
goop@rossiya-airlines.com – others

To the Caterer:

- 8.4. The agreement has been signed in two copies, each of which has the same legal force, with a one copy for each party.
- 8.5. Each Party shall act in good faith and be just and faithful to, and cooperate with, the other Party in relation to all matters concerning the provision of the Services and this Agreement, do or cause to be done all acts necessary or desirable for the implementation of this Agreement and not unreasonably withhold or delay any action, approval, direction, determination or decision required under this Agreement.
- 8.6. Caterer may subcontract or outsource any part, or all, of the Services, provided that Catering shall, at all times, remain fully liable to the Airline for all performance hereunder and Airline will be informed about that.

## **9. TERMS**

- 9.1 This Agreement shall be effective from the moment of signing and shall remain in force till 31.12.2019 (unless otherwise terminated in accordance with clause 10 (Termination))

## **10. TERMINATION**

- 10.1 Either party may terminate the Agreement if the other party fails to perform any of the essential obligations, provided that such termination shall take effect only after thirty (30) days after receipt of the party asserting the claim a written notice indicating for such non-performance or improper performance as well, provided that notification of the parties refusal or fails to perform properly fulfill its obligations within the aforementioned thirty (30) days
- 10.2 Any Party may terminate the Agreement by giving written notice which shall take effect thirty (30) days after the occurrence of the following circumstances, and the refusal of the other Party to eliminate the situation or cannot be eliminated:
- 1) Filing a voluntary petition in bankruptcy;
  - 2) Initiating proceedings against the parties and / or the announcement of its bankrupt in accordance with the established procedure;
  - 3) Other reasonable production reasons

### **11. SETTLEMENT OF DISPUTES**

- 11.1. Any disputes, controversies or claims arising out of this Agreement or in connection with it, including its fulfillment, violation or invalidity of the Parties shall endeavor to resolve by negotiation.
- 11.2. The claim shall be made in writing form.
- 11.3. The complaint sets out a reasoned request of the applicant.
- 11.4. If the dispute is not resolved in accordance with subparagraphs (a) and (b) above, to arbitration by a single arbitrator to be appointed jointly by the Parties. The seat of arbitration shall be Goa, India and the arbitration shall be conducted in the English language.
- 11.5. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, and construed in accordance with, the laws of India. Each Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the law applicable to Goa (India) courts.
- 11.6. In case of any disagreement concerning the text of the contract shall be governed by the text, signed and stamped on both sides, or contained in stitched and certified contract.

### **12. ANTI-CORRUPTION CLAUSE**

- 12.1. While performing its obligations under the Agreement, the Parties, their employees do not to pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end. While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement 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.
- 12.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 12.1., the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to these 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 12.1. by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/talking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 5 (five) calendar days from the date of receipt of the written notification.
- 12.3. In case of violation by any Party of its obligations to refrain from any actions referred to in Paragraph 12.1., the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 15 (fifteen) calendar days from the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

### **SIGNATURE OF PARTIES:**

**Caterer**

**Airline**

DGD for Operation  
JSC «Rossiya Airline»  
\_\_\_\_\_ Scherbakov A.

«\_\_\_\_\_» \_\_\_\_\_ 20 \_\_\_\_ г.

M.П.

«\_\_\_\_\_» \_\_\_\_\_ 20 \_\_\_\_ г.

M.П.



## ANNEX A

### THE SERVICES

- a) preparing, assembling and packaging meals, beverages and customary incidentals including “shelf-stable” and any other types of meal service or food products;
- b) packing meals, beverages and incidentals including “shelf-stable” products directly to the Airline’s aircraft or passenger loading bridges;
- c) transporting meals, beverages and incidentals including “shelf-stable” products in the galleys of the Airline’s aircraft or passenger loading bridges;;
- d) removing carts, carriers and incidental catering equipment from the aircraft for cleaning, disposing of waste and storing;
- e) storing service equipment and provisioning items in safe and secure areas and in accordance with the Airline’s instructions, if any;

## ANNEX B

## PLACE OF SERVICING

**Airport Code**

GOI

**Airport Location**Goa International Airport, Goi,  
India

**ANNEX C****PRICE**

Special rates apply for non-scheduled flights and delayed flights. Non-scheduled flights and delayed flights delayed are considered the flight with the actual arrival of more than one hour of the plan. Also, special rates apply in case of delays for more than one hour from the scheduled time.

**PAYMENT DETAILS**

CATERER

LOCATION ADDRESS:

BANK:

BANK ACCOUNT NUMBER:

BANK CODE NUMBER:

SWIFT CODE:

IBAN CODE:

AIRLINE

**196210, St. Petersburg, Russia, Pilotov St. 18/4**

**Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)**

**ST.PETERSBURG, RUSSIA**

**SWIFT: SABRRU2P**

**Acc. transit № 40702840755001000096**

**Current № 40702840455000000096**

**Correspondent Bank: The Bank of New York Mellon, New York, NY**

**SWIFT: IRVTUS3N**

"Caterer" provides and "Airline" takes meals in accordance with the rations and the prices specified in Appendix C1

**ANNEX D****ORDERING SPECIFICATIONS**

The Airline will supply the following meal order information via e-mail:

Ordering specification:

FORECAST information	not later than 24hours prior to STD
PRELIMINARY order	not later than 12hours prior to STD
FINAL order	not later than 03hours prior to STD

Catering order shall state:

- \* A/C type / version
- \* Number of meals in each class
- \* Type, number and class of special meals, if any
- \* Number of crew meals

Ordered meals cannot be reduced during the meal order process.

Special meals:

Special meals to be ordered not later than 24 hours prior to STD.

Last minute uplift/supply of additional meals/services:

Last minute meals to be ordered not later than 1 hour prior to STD

Additional orders later than stated above will be handled as expedient as possible. The Caterer is not responsible for delays due to last minute orders.

**ANNEX E****CANCELLATION CHARGES**

No charges shall be invoiced, if cancellation is made in excess of twelve (12) hours before the scheduled time of departure;

Fifty (50) percent of the applicable charges shall be invoiced if cancellation is made between six (6) and twelve (12) hours prior to the schedule time of departure; or

One hundred (100) percent of the applicable charges shall be invoiced, if cancellation is made less than six (6) hours prior to the scheduled time for departure.

Any special meals shall be ordered twenty-four (24) hours prior to scheduled departure time and any special meal or last minute meals cancelled by the Airline shall be paid for in full.