

Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date

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| 16 | 02 | 2018r. |
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Procurement Documentation

Public request for proposals in an electronic form

| | | | | | |
|---|----------|---|---|--------------------------|-------------------------|
| Requests receiving place | | Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/ | | | |
| Date and time for the requests receiving commencement | | 16 | 02 | 2018r. | 18:00 MCK |
| Date and time for the request receiving completion | | 06 | 03 | 2018r. | 10:00 MCK |
| Place and date for examination of procurement bidder proposals and summarizing of results | | 18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210 | | | |
| | | 14 | 03 | 2018r. | |
| | | | | | |
| Commencement date for providing clarifications on procurement documentation | | | 16 | 02 | 2018r. |
| Completion date for providing clarifications on procurement documents | | | 08 | 03 | 2018r. |
| | | | | | |
| Specifying the features of participation | | Not anticipated | | | |
| Option to submit an alternative offer | | Not anticipated | | | |
| Option to engage co-contractors/subcontractors | | Not anticipated | | | |
| Distribution of the total scope of procurement between the procurement parties | | Not anticipated | | | |
| | | | | | |
| Subject-matter of the procurement | | Catering Services | | | |
| Number of lots | | 1 | | | |
| Lot №1 | | | | | |
| Name of the Subject-Matter of the Agreement (lot) | | Catering Services | | | |
| Initial (maximum) price of the agreement (lot) excluding VAT | Currency | Quantity (Scope) | Units of Measurement | Classification by OKVED2 | Classification by OKPD2 |
| 750 000,00 | EUR | scope of servicing is not determined | Pcs. | 56.29.1 | 56.29.11 |
| Place of Delivery/Performance of Works/Provision of Services (address) | | | Enfidha–Hammamet International Airport (NBE), Tunisia | | |

| | |
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| Term and Payment Procedure for Goods (Work. Service) | 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. Payment on the fact of the executed services |
| Request Security (amount) | Not anticipated |
| Right of the Procurement Bidder to submit a draft of counter-agreement | Allowed |

Assessment and Comparing Criteria of Quotes

| Lot №1 | | |
|--|---|----|
| Criterion 1 | Sandwiches rations cost (economy) | |
| The procedure for calculating the points for the criterion 1 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 1 | | 10 |
| Criterion 2 | Hot Meal Dinner rations cost (economy) | |
| The procedure for calculating the points for the criterion 2 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 2 | | 30 |
| Criterion 3 | Hot Meal Breakfast rations cost (economy) | |
| The procedure for calculating the points for the criterion 3 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 3 | | 10 |
| Criterion 4 | Hot Meal Dinner rations cost (Crew) | |
| The procedure for calculating the points for the criterion 4 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 4 | | 10 |
| Criterion 5 | Tonic Meal rations cost | |
| The procedure for calculating the points for the criterion 5 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 5 | | 5 |
| Criterion 6 | Servicing Boeing 737-800 | |
| The procedure for calculating the points for the criterion 6 | The number of points by criterion = The minimum price of all proposals received is divided on the Price of the proposal for which the points are calculated, multiplied by the maximum number of points by the criterion. | |
| Maximum number of points for criterion 6 | | 35 |

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

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

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

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

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

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated

by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

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

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

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

10.10. The Winner in the request for quotations, request for proposals.

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

| Request for Participation¹ In the Procurement Procedure: | | | |
|--|---|--------------------------|-----------|
| <i>(state the name of the procurement procedure, procedure number if necessary lot number)</i> | | | |
| 1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services) | | | |
| <i>(state full name of legal entity/last name, first name, patronymic of individual)</i> | | | |
| Registered at the following address: | | | |
| <i>(state place of location address of legal entity/place of residence of individual)</i> | | | |
| proposes to conclude the agreement for | | | |
| <i>(state the subject-matter of the agreement)</i> | | | |
| In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals. | | | |
| Quote: | | | |
| п/п | Criteria title | Price, EUR (VAT excl) | EUR (VAT) |
| 1 | Sandwiches rations cost (economy) | | |
| 2 | Hot Meal Dinner rations cost (economy) | | |
| 3 | Hot Meal Breakfast rations cost (economy) | | |
| 4 | Hot Meal Dinner rations cost (Crew) | | |
| 5 | Tonic Meal rations cost | | |
| 6 | Servicing Boeing 737-800 | | |
| 2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us: | | | |
| Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities) | | | |
| Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes; | | | |
| No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs". | | | |

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

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| <p>3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.</p> | |
| <p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p> | |
| <p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p> | |
| <p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p> | |
| <p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p> | |
| <p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p> | |
| <p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p> | |
| <p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p> | |
| <p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);</p> <p>11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p> | |
| According to the list on | pages |
| <p>Principal</p> | |
| <p>(signature) (state initials, last name)</p> | |
| <p>SEAL</p> | |

| |
|------------------|
| Date of issuance |
| (DD) (MM) (YYYY) |

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

Appendix 2
To Procurement Documentation

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

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

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

| 4. Appendices to the Bidder Questionnaire Form: | | | | | | | | | | | | | |
|--|-----------------------------|---|-----------------------------|---|------|--|--|------------------|----------------------|----------------------|--|------------------------|--|
| Description of Document | Number of Pages | | | | | | | | | | | | |
| 1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement). | | | | | | | | | | | | | |
| 2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register). | | | | | | | | | | | | | |
| 3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person. | | | | | | | | | | | | | |
| 4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters). | | | | | | | | | | | | | |
| 5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year. | | | | | | | | | | | | | |
| 6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement. | | | | | | | | | | | | | |
| 5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i> | | | | | | | | | | | | | |
| This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form. | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="text-align: center; width: 30%;"> Principal <i>(title of the Principal)</i> </td> <td style="text-align: center; width: 30%;"> _____ <i>(signature)</i> </td> <td style="text-align: center; width: 30%;"> _____ <i>(state initials, last name)</i> </td> </tr> <tr> <td style="text-align: center;"> SEAL </td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"> Date of Issuance </td> <td style="text-align: center;"> _____ <i>(DD)</i> </td> <td style="text-align: center;"> _____ <i>(MM)</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> _____ <i>(YYYY)</i> </td> <td></td> </tr> </table> | | Principal <i>(title of the Principal)</i> | _____ <i>(signature)</i> | _____ <i>(state initials, last name)</i> | SEAL | | | Date of Issuance | _____ <i>(DD)</i> | _____ <i>(MM)</i> | | _____ <i>(YYYY)</i> | |
| Principal <i>(title of the Principal)</i> | _____ <i>(signature)</i> | _____ <i>(state initials, last name)</i> | | | | | | | | | | | |
| SEAL | | | | | | | | | | | | | |
| Date of Issuance | _____ <i>(DD)</i> | _____ <i>(MM)</i> | | | | | | | | | | | |
| | _____ <i>(YYYY)</i> | | | | | | | | | | | | |

Appendix 3
To Procurement Documentation

Terms of Reference

| | | | |
|--|--|-----------------|---|
| Designation of subject | Catering Services | | |
| Nomenclature, description of products (work, services) | Units of measure | Number (Volume) | The possibility of replacement (equivalent) |
| Catering Services | Pcs. | Not anticipated | not |
| Place of delivery/performance of work/service provision (address): | Enfidha–Hammamet International Airport (NBE), Tunisia | | |
| Term or schedule of shipment / delivery of goods, the period of performance of work or services | From the moment of signing till 31.12.2020. | | |
| Requirements for the acceptance of goods, work, services | <ul style="list-style-type: none"> - The participant is obliged to provide the Customer menu specifications developed on the basis of requirements for rations (an attachment to this Procurement Documentation). - To have own auto transport (high-loaders) or to have it on lease - To have a free space (not less than 10 m³) for equipment storage. | | |
| Requirements to the safety, quality, technical characteristics, functional characteristics (consumer properties) of the goods, work, services, to the size, packing, shipment of the goods, to the results of work, established by the customer and stipulated by technical regulations in accordance with the legislation of the Russian Federation on technical regulation, documents, developed and applied in the national system of standardization, adopted in accordance with the legislation of the Russian Federation on standardization, in ie requirements relating to the definition of conformity of the delivered goods, performed work, rendered services to the customer's needs | <ul style="list-style-type: none"> - To have technical possibility to receive meals orders by the electronic connections channels. - 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). - To have a technical possibility to deliver, load and unload equipment on/from AC. - To work in accordance to HACCP system ISO 20000. - Services must be comply with the following regulations: <ul style="list-style-type: none"> • IOSA standards. • Security services is determined strictly in accordance with the applicable Tunisia 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 service provides outside Russian Federation and according this it must comply with International Standards requirements. State Standard not applicable. - To have a possibility to provide a special meals according to Airline orders. | | |

| | |
|---|--|
| Requirements for the formation of the price of goods: whether or not the delivery, loading / unloading, insurance, installation, training of personnel, customs payments paid for the release of goods for domestic consumption in the territory of the Customs Union, etc., are included in the price of the goods. | The price of the service is included in accordance with Appendix A to the draft contract |
| Requirements for the term and scope of the guarantee of the quality of goods, work, services | Guaranteed provision of the declared services in accordance with the term of the contract. |
| Other necessary information or additional requirements | - |

An attachment

«Sandwich» rations requirement

| The composition of the ration | Composition of the meal | Weight and quantity norms |
|---------------------------------|--|--|
| Cold meal in individual packing | Closed sandwiches with meat / fish / cheese sliced | Not less than 140 g. Main product part (meat/fish/cheese) not less than 55% from whole weight Garnish (vegetables, sauce etc.) not more than 15% from whole weight |

«Hot Meal Breakfast (economy)» rations requirements.

| The composition of the ration | Composition of the meal | Weight and quantity norms |
|---|---|---|
| The main hot dish (Selection of two meals) | Dishes from eggs, pancakes with fillers, sausages with garnish, etc. | Not less than 180 g. Garnish not more than 40% from whole weight, Sauce not more than 10% from whole weight |
| Dessert | Pastry in factory packaging | Not less than 50 g. |
| Bakery products | White roll Rye bread | 1 pcs. 1 slice |
| Butter in individual pack | Butter | 8 g. |
| Disposable tableware | Snack-boxes Cutlery set 8/1 Wet wipe Casserole Casseroles lid | 1 pcs. 1 pcs. 1 pcs. 1 pcs. 1 pcs. |

«Hot Meal Dinner (economy)» rations requirements

| The composition of the ration | Composition of the meal | Weight and quantity norms |
|---|---|---|
| The main hot dish (Selection of two meals) | Fish, meat, poultry garnish | Not less than 210 g. Garnish not more than 40% from whole weight, Sauce not more than 10% from whole weight |
| Dessert | Pastry in factory packaging | 50-80 g. |
| Bakery products | White roll Rye bread | 1 pcs. 1 slice |
| Butter in individual pack | Butter | 8 g. |
| Disposable tableware | Snack-boxes Cutlery set 8/1 Wet wipe Casserole Casseroles lid | 1 pcs. 1 pcs. 1 pcs. 1 pcs. 1 pcs. |
| Remarks: The ratio of components in meals such as "Plov": Gross: 1 kg of dry rice per 0.5 kg of the main product (meat, poultry). The ratio of ingredients in saucy meals: Net: not less than 50% of the main product. | | |

«Hot Meal Dinner (crew)» rations requirements

| The composition of the ration | Composition of the meal | Weight and quantity norms |
|--|--|---|
| Cold plate | Meat/fish gastronomy | Not less than 90 g. Garnish (vegetables) not more than 30% from the whole weight |
| The main hot dish (Selection of three meals) | Fish, meat, poultry garnish | 200 – 240 g. Garnish not more than 40% from the whole weight, Sauce not more than 10% from the whole weight |
| Dessert | Pastry in factory packaging | 50-80 g. |
| Bakery products | White roll (in 2 variation) Rye bread | 1 pcs./1 pcs. 2 slice |
| Butter in individual pack | Butter | 8 g. |
| Disposable tableware | Lunch-boxes Cutlery set 8/1 Wet wipe Disposable plate in lunch-box Disposable bowl in lunch-box Casserole Casseroles lid | 1 pcs. 1 pcs. 1 pcs. 1 pcs. 1 pcs. 1 pcs. 1 pcs. |
| Remarks: The ratio of components in meals such as "Plov": Gross: 1 kg of dry rice per 0.5 kg of the main product (meat, poultry). The ratio of ingredients in saucy meals: Net: not less than 50% of the main | | |

| The composition of the ration | Composition of the meal | Weight and quantity norms |
|-------------------------------|-------------------------|---------------------------|
| product. | | |

Tonic Meal rations requirements

| The composition of the ration | Composition of the meal | Unit | Quantity |
|-------------------------------|----------------------------------|------|----------|
| Tonic Meal | Croissant | Pcs. | 1 |
| | Yogurt | Pcs. | 1 |
| | Fruit (orange or apple). | Pcs. | 1 |
| | cream cheese in individual pack. | Pcs. | 1 |

Appendix 4
To 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 D-247/17 from 03.07.2017, 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.
- 2.1.11. Provide (disclose) information regarding the entire chain of owners, including beneficiaries (including end-users), as well as information on the composition of the counterparty's executive bodies and notification of any changes in the chain of owners, including beneficiaries (including end-users), and in the information on the composition of the executive bodies. Information is provided at the request of the Airline in accordance with form in Annex F. Information is also provided by the Caterer independently, in cases of making any changes in the specified chain of owners.

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 [EUR], unless agreed otherwise in writing. Invoicing in [EUR].
- 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. Payment on the fact of the executed services

- 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 750 000 EUR.

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. 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 31.12.2020 (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) Violation of clause 2.1.11;
 - 4) Other 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 Enfida, Tunisia 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 Tunisia. Each Party hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the law applicable to Enfida (Tunisia) courts.

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

NBE

Airport LocationEnfidha–Hammamet International
Airport, Tunisia

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:

LEGAL ADDRESS:

BANK:

BANK ACCOUNT NUMBER:

BANK CODE NUMBER:

SWIFT CODE:

IBAN CODE:

AIRLINE

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)

ST.PETERSBURG, RUSSIA ST.PETERSBURG, RUSSIA

SWIFT: SABRRU2P

Acc. Transit № 40702978455001000080

Current № 40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

"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.

ANNEX F

Chain of counterparties' owners form

[illegible]

Second name, name, position of head of counterpart _____
Stamp signature /date/

