

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

Approval date 

09	06	2018
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### Procurement Documentation

Public request for                      proposals                      in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date and time for the requests receiving commencement	09	06	2018	18:00 MSK
Date and time for the request receiving completion	28	06	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul, Saint Petersburg, Russian Federation, 196210			
	06	07	2018	
Commencement date for providing clarifications on procurement documentation	09		06	2018
Completion date for providing clarifications on procurement documents	25		06	2018
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Not applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Provision of the accommodation services to seconded employees, Amsterdam (Netherlands)			
Number of lots	<b>1 (one)</b>			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Provision of the accommodation services to seconded employees, Amsterdam (Netherlands)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
400 000	EUR	820	unit	55.10	55.10
Place of Delivery/Performance of Works/Provision of Services (address)			Amsterdam (Netherlands)		
Term and Payment Procedure for Goods (Work. Service)			Payment for the services actually provided hereunder shall be made within 30 calendar days after the Customer has received an invoice emailed to it by the Service Provider. The invoicing should be made every 15 (fifteen) calendar days for the services actually		

	rendered.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable with the presence in the contract of mandatory conditions and requirements of Rossiya Airlines JSC

**Assessment and Comparing Criteria of Quotes**  
**Lot №1**

No.	Criteria name	The Methodology to calculate points upon criteria	Maximum possible points as per criteria
Criteria 1	Cost of single room including breakfast	Number of points for the criterion = Minimum price of all proposals submitted to be divided into the Proposal Price with respect of which the points are being calculated multiplied by maximum number of points of the criterion.	50
Criteria 2	Cost of double room including breakfast		30
Criteria 3	The hotel has a 24-hour food service (restaurant, cafe) or a food point located within walking distance from the hotel. (5-10 min.)	Accordance of Criterion – 20, not accordance of Criterion – 0.	20
Total points:			100

**1. General Terms of the Procurement Procedure**

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

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the 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:
Cost of single room including breakfast _____ EUR excluding VAT Cost of double room including breakfast _____ EUR excluding VAT The hotel has a 24-hour food service (restaurant, cafe) or a food point located within walking distance from the hotel. (5-10 min.) _____ YES/NO.
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

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

<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"<sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>		
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>		
<p>11.2. 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	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

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

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

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

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

### Terms of Reference

Subject-matter of the procurement	Provision of the accommodation services to seconded employees, Amsterdam (Netherlands)			
Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)	
1. Provision of a single rooms and double rooms with including breakfast in the hotel. 2. Provision of a free 24/7 transfer: 2.1 Hotel – Simulator Center and back, FSC simulator center located at: Fokkerweg 300, 1438 AN Schiphol Oude Meer, The Netherlands; 2.2 Airport – Hotel and back. 3. Provision of a free access to the Internet in suites and in common areas.	unit	820	no	
Delivery place of goods, performance of works and provision of services (address)	Amsterdam (Netherlands)			
Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From the date of signing - 30.06.2019			
Requirements for acceptance of goods, work, service	1. Services shall be provided to the Customer under written requests of the Customer, confirmed by the Service Provider, wherein details of the types, volume and terms of services shall be stated. All requests shall be sent from the addresses of authorized representatives of the Parties. 2. Provision of rooms cleaned and fully prepared for arrival. 3. Provision of a transfer on serviceable vehicles with qualified drivers. 4. The service is deemed to be performed after its actual rendering: - check-out of employee from the room; - delivery of employee to the destination.			
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		The participant must provide: - Certificate confirming the level of the hotel at least 4 stars - Documentation of ownership or lease; - Document (protocol or extract from it.		

<p>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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>order of the authorized body, etc.) on the authority of the person who has the right to sign the contract;</p> <ul style="list-style-type: none"> <li>- Information letter confirming the availability of its own vehicle fleet, or a contract for the provision of automobile transfer services;</li> <li>- A reference with the indication of bank details and postal details (address of address and actual address, phone numbers, faxes) of the participant, signed by the authorized representative of the participant.</li> </ul>
<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<ol style="list-style-type: none"> <li>1. The cost of a suite shall include breakfast.</li> <li>2. Provision of a free 24/7 transfer: <ol style="list-style-type: none"> <li>2.1 Hotel – Simulator Center and back, FSC simulator center located at: Fokkerweg 300, 1438 AN Schiphol Oude Meer, The Netherlands;</li> <li>2.2 Airport – Hotel and back.</li> </ol> </li> <li>3. Provision of a free access to the Internet by Wi-Fi in rooms and in common areas.</li> </ol>
<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<ol style="list-style-type: none"> <li>1. Services shall be provided to the Customer under written requests of the Customer, confirmed by the Service Provider, wherein details of the types, volume and terms of services shall be stated.</li> <li>2. All requests shall be sent from the addresses of authorized representatives of the Parties.</li> <li>3. The request shall specify Guest's full name, arrival and departure dates, number and type of rooms, arrival and departure flights numbers, arrival/departure location and time, when booking a transfer.</li> <li>4. The Service Provider shall confirm the request within 12 hours after the receipt thereof. In the event of an urgent request, the Service Provider shall confirm the same as soon as possible.</li> <li>5. The requests confirmed may be amended (canceled/modified) free of charge 24 hours prior to the arrival.</li> </ol>

	<p>6. The requests confirmed shall be amended (canceled/modified) in writing.</p> <p>7. The Service Provider shall confirm the cancellation of services within 2 hours after the receipt thereof from the Customer.</p> <p>8. The Service Provider hereby warrants that the services delivered/provided to the Customer will have no defects of material, workmanship and may be used as intended.</p>
The initial maximum price of the rooms, which was taken to calculate the price of the contract (max price x volume in pcs x average number of nights of stay = IMP of the contract)	<p>IMP of single room – 130 eur.  Quantity (Scope) – 820 (rooms).  The average number of nights of stay is 3,75.  Contract price calculation -  <math>130 \times 820 \times 3.75 = 399\,750</math> eur.</p>



**Appendix 4**  
**To Procurement Documentation**

<p style="text-align: center;"><b>Contract No.</b> _____</p> <p>Saint Petersburg “ ____ ” _____, 2018</p> <p>Between _____ having its principal place of business at _____, hereinafter referred to as the <b>Service Provider</b>, represented by _____, acting under _____</p> <p>and</p> <p>Rossiya Airlines JSC, having its principal place of business in the Russian Federation at St. Petersburg, 196210, Pilotov st., 18/4, hereinafter referred to as the <b>Customer</b>, represented by Director of personnel department Nataliya B. Surkova, acting under power of attorney № Д-117/18 15.02.2018 hereinafter collectively referred to as the Parties and each individually as the Party, have entered into this Contract, as follows:</p>	<p style="text-align: center;"><b>Договор №</b> _____</p> <p>г. Санкт-Петербург « ____ » _____ 2018</p> <p>Между _____ с _____ основным _____ местоположением _____, здесь далее называемое <b>Исполнитель</b>; в лице _____, действующего на основании _____</p> <p>и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое <b>Заказчик</b>; в лице директора департамента управления персоналом Сурковой Натальи Борисовны, действующей на основании Доверенности № Д-117/18 от 15.02.2018, вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p><b>1. Subject Matter of the Contract</b></p> <p>1.1. Provision of the accommodation services to seconded employees of the Customer in the hotel of _____, located at _____.</p> <p>1.2. Provision of a free 24/7 transfer:</p> <p>1.2.1. Hotel – Simulator Center and back, FSC simulator center located at: _____;</p> <p>1.2.2 Airport – Hotel and back.</p> <p>1.3. Provision of a free access to the Internet in suites and in common areas.</p> <p>1.4. Services shall be provided in accordance with a list of services and prices set forth herein.</p>	<p><b>1. Предмет договора</b></p> <p>1.1 Предоставление услуг проживания для командированных работников Заказчика в гостинице _____, расположенной по адресу _____.</p> <p>1.2 Предоставление бесплатного круглосуточного трансфера:</p> <p>1.2.1 Отель – Тренажерный центр и обратно, адрес тренажерного центра: _____;</p> <p>1.2.2 Аэропорт – Отель и обратно.</p> <p>1.3. Предоставление бесплатного подключения к интернету в номерах и в общих зонах.</p> <p>1.4 Услуги предоставляются в _____</p>

	соответствии с перечнем услуг и ценами, указанным в настоящем Договоре.
<p><b>2. General terms and procedure of Services</b></p> <p>2.1. Services shall be provided to the Customer under written requests of the Customer, confirmed by the Service Provider, wherein details of the types, volume and terms of services shall be stated.</p> <p>2.2. All requests shall be sent from the addresses of authorized representatives of the Parties:  The Customer: <u>businessstrip@rossiya-airlines.com</u>  The Service Provider:</p> <p>2.3. The request shall specify: Guest's full name, arrival and departure dates, number and type of rooms, arrival and departure flights numbers, arrival/departure location and time, when booking a transfer.</p> <p>2.4. The Service Provider shall confirm the request within 12 hours after the receipt thereof. In the event of an urgent request, the Service Provider shall confirm the same as soon as possible.</p> <p>2.5. The requests confirmed may be amended (canceled/modified) free of charge 24 hours prior to the arrival.</p> <p>2.6. The requests confirmed shall be amended (canceled/modified) in writing.</p> <p>2.7. The Service Provider shall confirm the cancellation of services within 2 hours after the receipt thereof from the Customer.</p> <p>2.8 In case of absence of rooms in the hotel, the Service Provider is obliged to provide the rooms in another hotel with a minimum of 4 (four) stars, with the provision of all services provided for by the agreement. In case of impossibility of provision, the Service Provider informs the Customer about it within 2 (two) calendar days from the date of receipt of the application.</p>	<p><b>2. Общие условия и порядок предоставления услуг</b></p> <p>2.1 Услуги предоставляются Заказчику на основании подтвержденных Исполнителем письменных запросов Заказчика, содержащих информацию о видах, объемах и сроках предоставления услуг.</p> <p>2.2 Все запросы должны направляться в адресов ответственных лиц Сторон:  Заказчик: <u>businessstrip@rossiya-airlines.com</u>  Исполнитель: _____</p> <p>2.3 Запрос должен содержать: ФИО гостя, даты заезда и отъезда, количество и тип номеров, номера рейсов прибытия и отправления, пункт прибытия/пункт отправления и время при бронировании трансфера.</p> <p>2.4 Исполнитель направляет подтверждение запроса в течении 12 часов, после получения заявки. В случае срочного запроса Исполнитель направляет подтверждение в максимально короткий срок.</p> <p>2.5 Корректировки подтверждённых запросов (отмена/изменение) производятся за 24 часа до заезда бесплатно.</p> <p>2.6 Корректировки подтверждённых запросов (отмена/изменение) осуществляется в письменной форме.</p> <p>2.7 Исполнитель услуг должен подтвердить отмену в течение 2 часов после получения запроса Заказчика.</p> <p>2.8 В случае отсутствия номеров в гостинице, Исполнитель обязан предоставить номера в другой гостинице, уровнем не менее 4 (четырёх) звезд, с предоставлением всех услуг, предусмотренных договором. В случае невозможности предоставления, Исполнитель информирует об этом Заказчика в течение 2 (двух) календарных дней с даты получения заявки.</p>
<p><b>3. Cost of Services</b></p> <p>3.1. The cost of a suite shall include breakfast:</p>	<p><b>3. Стоимость услуг</b></p> <p>3.1 Стоимость номера включает завтрак:</p>

<p>3.1.1. A single-room suite shall cost: _____</p> <p>3.2.1. A double-room suite shall cost: _____</p> <p>3.2. The Parties have agreed that the terms hereof and prices shall remain confidential and under no circumstances may be disclosed to third parties.</p>	<p>3.1.1 Стоимость одноместного номера: _____</p> <p>3.1.2 Стоимость двухместного номера: _____</p> <p>3.2. Стороны согласились, что условия данного договора и цены являются конфиденциальной информацией, которая не будет разглашаться третьим лицам ни при каких обстоятельствах.</p>
<p><b>4. Payment form, terms and procedure</b></p> <p>4.1. Payments shall be made via cashless, bank transfer. Euros shall be the currency of this Contract.</p> <p>4.2 Payment due date and procedure: Payment for the services actually provided hereunder shall be made within 30 calendar days after the Customer has received an invoice emailed to it by the Service Provider. The invoicing should be made every 15 (fifteen) calendar days for the services actually rendered.</p> <p>4.3. The Service Provider shall send invoices for payment to the following address: <a href="mailto:businessstrip@rossiya-airlines.com">businessstrip@rossiya-airlines.com</a> without any delays, immediately after the invoice has been issued, but, in any case, not later than 10 business days prior to the payment due date (if applicable). If the Service Provider has failed to serve an invoice in due time, the payment due date shall be rescheduled accordingly.</p> <p>4.4 This procedure shall apply to all payments of the Parties hereunder, unless the Parties have agreed otherwise in writing.</p> <p>4.5 Any prices, provided for herein, shall be subject to, or free of, taxes charged under the tax laws in effect. The Parties shall pay taxes payable in their respective jurisdictions and shall incur no obligations to pay any other taxes.</p> <p>4.6 The Parties shall pay bank fees, if any, charged by the respective banks. For the avoidance of doubt, the Parties shall pay no bank fees charged by the other Party's bank.</p> <p>4.7. Upon the Service Provider's approval, the Customer may, during the implementation hereof, change by 20% maximum the number of all services provided for in case of any changes in the demand for services to be supplied, performed and provided under the Contract, as well as in case of determining the demand for additional services not provided for herein but related to such services provided for herein.</p> <p>4.8. The Parties have agreed that the amount of the Contract may not exceed <b>400 000 euros</b> for the entire term hereof. The amount hereof above</p>	<p><b>4. Форма, сроки и порядок оплаты</b></p> <p>4.1.Формой оплаты является безналичный расчет, банковский перевод. Валюта настоящего договора – евро (eur).</p> <p>4.2 Сроки и порядок оплаты: Оплата в течение 30 календарных дней по фактически предоставленным услугам в соответствии с условиями договора со дня получения от Исполнителя счета в электронный адрес Заказчика. Выставление счетов должно осуществляться каждые 15 (пятнадцать) календарных дней по фактически оказанным услугам.</p> <p>4.3 Счета на оплату должны быть направлены Исполнителем на адрес: <a href="mailto:businessstrip@rossiya-airlines.com">businessstrip@rossiya-airlines.com</a> без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>4.4 Подобный порядок будет применяться для всех платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p>4.5 Налоги на любые цены, охватываемые настоящим договором, взимаются или не взимаются в соответствии с действующим налоговым законодательством. Стороны будут оплачивать, подлежащие выплате, налоги в своих соответствующих юрисдикциях и не несут никаких обязательств по оплате каких-либо иных налогов</p> <p>4.6 Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.</p>

<p>shall remain maximum and may not be considered to be the price for which the Parties undertake to order / provide services. VAT shall be charged in compliance with the applicable laws.</p>	<p>4.7 Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором услуг при изменении потребности в услугах, на оказание которых заключен договор, а также при выявлении потребности в дополнительном объеме услуг, не предусмотренных договором, но связанных с такими услугами, предусмотренными договором.</p> <p>4.8. Стороны договорились, что сумма настоящего договора за весь период его действия не превысит <b>400 000 евро</b>. Вышеуказанная сумма договора является максимальной и не должна считаться обязательной на которую Стороны обязуются заказать / оказать услуги. Ставка НДС применяется в соответствии с действующим законодательством.</p>
<p><b>5. Warranty</b></p> <p>5.1 The Service Provider hereby warrants that the services provided to the Customer will have no limitations and may be used as intended.</p> <p>5.2. The warranty provided for in Clause 5.1 hereof in respect of all Services being shipped shall remain valid for at least 12 months.</p> <p>5.3. If the Customer detects an alleged breach of the warranty specified in Clause 5.1 hereof; and the Service Provider acknowledges the breach as indicated in Clause 5.4 hereof; the Service Provider shall remedy the breach of the warranty by replacing a defective Services free of charge for the Customer; or will once again provide the Customer with the service, which has been improperly provided free of charge.</p> <p>5.4. Within seven calendar days, the Customer shall notify the Service Provider of detecting an alleged breach of the warranty specified in Clause 5.1 hereof by sending to the Service Provider a written notice of the event indicating the circumstances related thereto: then the Service Provider within 7 calendar days shall reasonably conclude whether the event constitutes a breach of the warranty hereunder. If the Service Provider fails to respond within 7 calendar days upon receiving the notice of the alleged breach of the warranty, that breach shall be deemed acknowledged by the Service</p>	<p><b>5. Гарантия</b></p> <p>5.1 Исполнитель гарантирует, что услуги, оказанные Заказчику, не будут иметь недостатков в исполнении или возможности использоваться по назначению.</p> <p>5.2 Гарантия, предусмотренная в пункте 5.1 настоящего Договора относительно всех предоставленных услуг, остается в силе в течение как минимум 12 месяцев.</p> <p>5.3 Если Заказчик обнаружит предположительное нарушение указанной в 5.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 5.4; Исполнитель устранил это нарушение гарантии, заменив безвозмездно для Заказчика, Услуги, имеющие недостатки; или снова окажет, безвозмездно для Заказчика, оказанную услугу.</p> <p>5.4 Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 5.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 7 календарных дней справедливо</p>

<p>Provider.</p> <p>5.5 The period of the warranty specified in Clause 5.2 hereof, in case of its breach proven, shall be extended by the time which has passed from the day on which the Customer notified the Service Provider of the alleged breach until the day on which the Service Provider shall remedy the breach inclusive.</p>	<p>решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 7 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя.</p> <p>5.5 Срок указанной в пункте 5.2 настоящего Договора, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p>
<p><b>6. Force-majeure events</b></p> <p>Neither Party shall be liable for any failure to fulfill its obligations wholly or partially if such failure is caused by force majeure events such as natural disasters, war (whether it is declared or not), civil commotion, transport accidents, government acts, and ban on import/export arising after this Contract is concluded. If such force majeure directly affects satisfaction of the obligations hereof, the affected Party shall advise the other one thereof in writing immediately within 24 hours, and the period to satisfy and discharge the obligation shall be extended by the time during which the force majeure exists.</p> <p>Without the written notice, the force majeure may not serve as the justification of failure to satisfy and discharge the obligation. Fire, power outages, failures of information systems, and strikes shall be deemed force majeure only if they are not the result of the Parties' guilty acts or inaction.</p>	<p><b>6. Обстоятельства непреодолимой силы</b></p> <p>Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или</p>

	бездействиями Сторон.
<p><b>7. Validity</b></p> <p>7.1 This Contract shall be the only valid binding obligation of the Parties concerning the subject matter stipulated herein, and it shall eliminate any other binding conditions arising in connection with the subject matter stipulated herein.</p> <p>7.2 This Contract shall take effect once signed by authorized representatives of both Parties and remain valid <b>until 30.06.2019</b>. The Parties shall be entitled to terminate this Contract at any time upon the 60 calendar days' advance written notice.</p> <p>7.3 If the Parties still have obligations hereunder at the date of termination hereof, such obligations shall be discharged within 30 calendar days or another period of time upon the Parties' written consent.</p> <p>7.4 The Parties shall advise one another in writing of any changes of their bank details, principal locations, and other circumstances which they shall consider important. No supplements to this Contract shall be required in these cases.</p>	<p><b>7. Действие</b></p> <p>7.1 Настоящий договор является единственным действительным обязательством Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p>7.2 Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе <b>до 30.06.2019</b>. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p>7.3 Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 60 календарных дней или иного срока по письменному согласию Сторон.</p> <p>7.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>
<p><b>8. Jurisdiction and applicable law</b></p> <p>8.1. In the event of any dispute arising in connection with this Contract, the Parties shall seek to settle the dispute by means of good faith negotiations. If such negotiations are unsuccessful within 60 calendar days, the Parties shall refer to arbitration court in the country of the Service Provider. The official language of the arbitration court of the Service Provider's country shall be the language of arbitration proceedings.</p> <p>8.2. The provisions of the Contract shall be construed under the applicable laws of the Service Provider's domicile.</p> <p>8.3. On or before the date of signing this Contract, the Service Provider shall provide to the Customer data concerning the complete</p>	<p><b>8. Подсудность и Управляющее законодательство</b></p> <p>8.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду страны Исполнителя. Язык рассмотрения такого спора будет официальный язык местонахождения арбитражного суда Исполнителя.</p> <p>8.2. Положения этого договора истолковываются по соответствующим законам страны нахождения Исполнителя.</p>

<p>chain of its owners (beneficiaries), including ultimate beneficiaries, as well as concerning the composition of its executive bodies in the form of Appendix 1 hereto, along with the supporting documents.</p> <p>In case of any changes in the above chain of ownership, including ultimate beneficiaries, or in the composition of the Service Provider's executive bodies, the Service Provider shall advise the Customer thereof with supporting documents attached during 5 (five) calendar days.</p> <p>In case of violation of the obligations stipulated in this point or refusal to fulfill it, the Customer has the right to terminate the Agreement unilaterally by pre-trial procedure, notifying the Contractor about it 3 (three) calendar days before the termination date.</p>	<p>8.3. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p> <p>В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов в течение 5 (пяти) календарных дней.</p> <p>В случае нарушения обязательств, указанных в настоящем пункте, или отказа от их выполнения, Заказчик вправе в одностороннем досудебном порядке расторгнуть Договор, уведомив об этом Исполнителя за 3 (три) календарных дня до даты расторжения.</p>
<p><b>9. Anti-corruption clause</b></p> <p>9.1. When fulfilling their obligations under this Contract, the Parties, their employees shall not pay, offer to pay or authorize payment of, directly or indirectly, any monetary assets or values to any persons in order to influence the actions or decisions of such persons for the purpose of gaining any illegal advantages, or for other illegal purposes.</p> <p>While satisfying and discharging their obligations hereunder, the Parties and their employees shall not perform any actions which may be qualified by the applicable law as bribery, corrupt business practices, illegal gratification, misuse of powers as well as actions violating the requirements of the applicable anti-money laundering laws and international acts.</p> <p>9.2. Should the Parties have any suspicion that any anti-corruption term of Clause 9.1 has been or may be violated, the relevant Party shall advise the other Party thereof in writing. In the written notice, the Party shall refer to the facts or provide materials reliably confirming or giving</p>	<p><b>9. Анतिकоррупционная оговорка</b></p> <p>9.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p>

reasons to believe that a violation of any provisions of Clause 9.1 by the other Party and its employees expressed in the actions which, under the applicable law, qualify as bribery, corrupt business practices, illegal gratification, misuse of powers as well as actions violating the requirements of the applicable anti-money laundering law and international acts has occurred or may occur. After receipt of the written notice, the notified Party shall confirm that no such breach has occurred or will occur. The confirmation shall be served within Thirty (30) calendar days as of the date of the written notice receipt.

9.3. In case of one Party violating the obligations to abstain from the actions indicated in Clause 9.1, the other Party may terminate the Contract unilaterally out of court by sending a written termination notice. The Contract shall be considered canceled upon the expiry of Thirty (30) calendar days as of the date of the Party's receipt of the relevant written notice of the Contract cancellation. The Party, which has terminated the Contract pursuant to the terms of this clause, may request indemnification of the actual damage arising as a result of such termination hereof. The period of the damage indemnification shall be Thirty (30) calendar days from the date of receiving the relevant request of the terminating Party.

9.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 9.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 9.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.

9.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 9.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30



	(тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.
<b>10. Registered addresses and bank details of the Parties:</b>  <b>Customer:</b> Rossiya Airlines JSC, 196210, Russia, St. Petersburg, Pilotov st., 18/4  Bank details: 196210, St. Petersburg, Russia, Pilotov st. 18/4 Валюта: EUR Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRU2P Асс. транзитный № 40702978455001000080 текущий № 40702978155000000080 Correspondent Bank: Deutsche Bank AG, Frankfurt am Main SWIFT: DEUTDEFF  <b>Service Provider:</b>  Bank Details:	<b>10. Юридические реквизиты и адреса сторон:</b>  <b>Заказчика:</b> АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4  Банковские реквизиты: 196210, St. Petersburg, Russia, Pilotov st. 18/4 Валюта: евро Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRU2P Асс. транзитный № 40702978455001000080 текущий № 40702978155000000080 Correspondent Bank: Deutsche Bank AG, Frankfurt am Main SWIFT: DEUTDEFF <b>Исполнителя:</b>

**Подписи сторон:**

**От имени \_\_\_\_\_: От имени АО «Авиакомпания «Россия»:**

Имя:	Имя:	Суркова Н.Б.
Должность:	Должность:	Директор департамента управления персоналом
Подпись: _____	Подпись: _____	
Дата: _____	Дата: _____	

**Signatures of the Parties**

**For and on behalf of \_\_\_\_\_: For and on behalf of Rossiya Airlines JSC:**

Name:	Name:	Nataliya B. Surkova
Title:	Title:	Director of personnel department
Signature: _____	Signature: _____	
Date: _____	Date: _____	

ИНФОРМАЦИЯ О КОНТРАГЕНТЕ

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

Подписи сторон:

От имени \_\_\_\_\_:

Имя:

Должность:

Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

От имени АО «Авиакомпания «Россия»:

Имя:

Суркова Н.Б.

Должность:

Директор департамента управления персоналом

Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

**OWNERS/BENEFICIARIES INFORMATION FORM**

№	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 date	Subject Matter of Contract	Total amount	Validity	Bank requisites	Taxpayer identification number	State registration number	Name of the Company	CEO name	CEO/ID/passport details	Taxpayer identification number	State registration number	Name of the owner/beneficiary	Registration address	ID/passport details(for individuals)	CEO/owner/shareholder/beneficiary	List of the documents confirming the information about the owners, shareholders and beneficiaries

**Signatures of the Parties****For and on behalf of \_\_\_\_\_:**

Name:

Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of Rossiya Airlines JSC:**

Name: Nataliya B. Surkova

Title: Director of personnel department

Signature: \_\_\_\_\_

Date: \_\_\_\_\_