

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Provision of supervisory and representative services (Burgas airport, Bulgaria)

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

**Determination of Bidding Specific Features:** Not anticipated

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

### 1. General Conditions

The procurement documentation is an invitation intended to general public to present proposals for procurement procedure:

This procedure includes   1   lot(s).

<b>Lot No.</b>	1				
<b>Designation of subject of the contract (lot):</b>	Provision of supervisory and representative services (Burgas airport, Bulgaria).				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
45 000	EUR	Not determined	item	52.23.19.190	52.23.19
<b>Place of delivery/performance of work/service provision (address):</b>	Burgas airport, Bulgaria				

Procedure for the request for proposal is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 to 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057 to 1061, Part Two of the Civil Code of the Russian Federation. Thus, conduction of the request for proposal does not imply any appropriate civil obligations for the customer for mandatory contract conclusion with the winner or other bidder.

The Customer may withdraw the request for proposal at any time, not bearing any liability against the procurement parties including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for proposal. In case of a decision to withdraw the request for proposal the Customer shall, within the day following the day when such decision was made, post information of such request for proposal withdrawal in the unified information system.

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

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

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

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposal in written or in electronic format at least three business days prior to the bids submission deadline. Within two business days from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry for clarification).

## **2. Procedure and place of submission of procurement bids.**

### **2.1. Time period of the procurement procedure:**

Time and date of bids submission beginning	18.00 Moscow time 17 July, 2017
Time and date of bids submission deadline	10.00 Moscow time 01 August, 2017
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «08» August 2017.

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

Helena Tirskeya +7 (812) 6 333 949

e-mail: tender@rossiya-airlines.com

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

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

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

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

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

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

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

2.6. Bidder is entitled to amend or withdraw submitted bid for the request for proposal no later than the deadline for submission of the bids for the request for proposal. Bidder may make amendments or additions to the Bid only by submitting a new Bid while the initial Bid shall be withdrawn by the Bidder.

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: 100% of cost shall be paid within 30 calendar days from the date of receipt of factual invoice.

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

4.1. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs are given in the Terms of Reference (see Appendix 3).

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3. All rates in the bid shall be indicated in EUR excluding and including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least 90 days from the deadline for submission of the procurement bids.

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

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

- Rate for supervisory and representative services during handling of one turnaround flight operated on A319/ A320/ B737;
- Rate for supervisory and representative services during handling of one turnaround flight operated on B777;
- Rate for supervisory and representative services during handling of one turnaround flight operated on B 747.

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

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

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

5.8.2. Possibility of subcontracting

anticipated in frames of arranging services during irregularities (beverages and meals at the airport, hotel accommodation and transportation)

5.9. Lot separability: not anticipated

5.10. Application software: not anticipated

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

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

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

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

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

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

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

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

Bid of procurement bidder will be rejected in case:

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

b) Failure or delay in the provision of maintenance of the application, if such security is provided the requirements of this document;

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

- d) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- e) Clarifications for the bid for the request for proposal are not provided when requested by the bidding commission;
- f) The procurement bidder is listed in blacklist of suppliers;
- g) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- h) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- i) Of any other negative information resulted revealed during the check.

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

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

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

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

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

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

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

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

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

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

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Criterion 1. Rate for supervisory and representative services during handling of one turnaround flight operated on A319/ A320/ B737	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	40
Criterion 2. Rate for supervisory and representative services during handling of one turnaround flight operated on B777	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	15
Criterion 3. Rate for supervisory and representative services during handling of one turnaround flight operated on B747	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	15
Criterion 4. Acceptance of the draft of the agreement proposed at Appendix 4.	To calculate the number of points using the following procedure: - When the party following conditions: accepts the draft of the agreement application of the participant is assigned a maximum number of points from the cells to the right. - If non-performance of the specified conditions of points assigned by the criterion no.	5
Criterion 5. Presence of own ticket desk/ office at the airport of Burgas	To calculate the number of points using the following procedure: - When the party following conditions: presence of the ticket desk/ office at the airport application of the participant is assigned a maximum number	5



	of points from the cells to the right. - If non-performance of the specified conditions of points assigned by the criterion no.	
Criterion 6. Presence of valid IDs in order to reach the halls of the airport and to have an access to the apron	To calculate the number of points using the following procedure: - When the party following conditions: presence of IDs application of the participant is assigned a maximum number of points from the cells to the right. - If non-performance of the specified conditions of points assigned by the criterion no.	10
Criterion 7, Presence of experience in cooperation with the airlines in frames of provision of supervisory and representative services	To calculate the number of points using the following procedure: - When the party following conditions: presence of experience in cooperation with the airlines in frames of provision of supervisory and representative services application of the participant is assigned a maximum number of points from the cells to the right. - If non-performance of the specified conditions of points assigned by the criterion no.	10
		100

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

#### 6.7. Placing final score to a bid:

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

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

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

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

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

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

6.9. For the purpose of evaluation and benchmarking of the bids for the request for proposal, the bidding commission will involve experts and specialists from the customer divisions and, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the results of the evaluation shall be submitted to the bidding

commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case, parties involved into bids evaluation and comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

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

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

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

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

## **7. Consequences of recognition of the request for proposal to be void**

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

## **8. Final provisions**

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

## **9. Appendices**

Appendix 1	Bidder's Questionnaire
Appendix 2	Application for Participation in the Procedure
Appendix 3	Terms of Reference
Appendix 4	Draft Contract

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

<b>QUESTIONNAIRE OF BIDDER<sup>1</sup></b> <b>for procurement procedure:</b>	
<i>(state designation of procedure)</i>	
<b>Procedure No.</b> _____	<b>Lot No.</b> _____
<i>(state number of procedure)</i>	<i>(state number of lot)</i>
<i>(specify full name of the company in accordance with the Charter and type of business organization)</i>	
<i>(specify short name of the company in accordance with the Charter)</i>	
<b>1. Legal Details</b>	
<b>Country of registration</b>	_____
<b>Legal address</b>	_____
<b>Actual address</b>	_____
<b>Phone</b>	_____
<b>Fax</b>	_____
<b>E-mail</b>	_____
<b>2. Bank Details</b>	
Entity's Taxpayer Identification Number / Taxpayer	
Record Validity Code (KPP): _____	
Principal _____	State _____
Registration Number _____	
(OGRN): _____	
Number of current account _____	
Bank name _____	
Correspondent account _____	
BIC _____	
<b>3. Registration details</b>	
Registration date, place and authority _____	
Shareholders _____	
Business profile _____	
Affiliation with small and/or medium-sized business <sup>2</sup> _____	
Russian National Classifier of Businesses and Organizations (OKPO) _____	
Russian Classification of Economic Activities (OKVED) _____	
<b>4. Attachments to the Bidder Questionnaire:</b>	
<b>Document Title</b>	<b>Number of pages</b>
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for price proposal in the unified information system (for foreign companies – abstract from a trade register).	

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

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

3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service no earlier than 20 days before the deadline for receipt of applications. (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	
13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.	

14. <sup>3</sup>	
<b>5. Contact person</b>	
<p style="text-align: right;">_____ (specify name, surname, phone, fax, e-mail)</p> <p><b>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</b></p>	
<p style="text-align: center;">_____ (state designation of procedure)</p>	
<p style="text-align: center;">_____ (position of the chief executive officer)</p> <p style="text-align: center;">Date of compilation</p>	<p style="text-align: center;">_____ (signature) _____ (state name)</p> <p style="text-align: center;"><b>Stamp</b></p> <p style="text-align: center;">« _____ » _____  <span style="margin-left: 100px;">(DD)</span> <span style="margin-left: 100px;">(MM)</span> <span style="margin-left: 100px;">(YYYY)</span></p>

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

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

<b>Application for Bidding <sup>4</sup></b> <b>in the public request for proposal:</b>
(specify name of the procurement procedure, number of procedure, and lot number, if required)
1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price proposal procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them
(specify full name of legal entity / name, surname of individual)
registered at the following address:
(specify place of business of legal entity / place of residence of individual)
proposes to conclude a contract for
(specify subject of the contract)
in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for proposal.
<p>Commercial proposal:</p> <ul style="list-style-type: none"> <li>Rate for supervisory and representative services during handling of one turnaround flight operated on A319/ A320/ B737 - ____ EUR;</li> <li>Rate for supervisory and representative services during handling of one turnaround flight operated on B777 - ____ EUR;</li> <li>Rate for supervisory and representative services during handling of one turnaround flight operated on B 747 - ____ EUR;</li> <li>Acceptance of the draft of the agreement proposed at Appendix 4 – yes/ no (specify the conditions);</li> <li>Presence of own ticket desk/ office at the airport of Burgas – yes (official confirmation required) / no;</li> <li>Presence of valid IDs in order to reach the halls of the airport and to have an access to the apron – yes (scan-copy required)/ no;</li> <li>Presence of experience in cooperation with the airlines in frames of provision of supervisory and representative services – yes (list of current clients required)/ no.</li> </ul>
2. We hereby inform (declare) that
(specify full name of legal entity / name, surname of individual)
Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).
Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System

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

<p>regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.</p>		
<p>3. We hereby guarantee accuracy of information in the bid for the request for proposal submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for proposal information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposal conditions equal for all bidders.</p>		
<p>4. In case we win the request for proposal we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within week term from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.</p>		
<p>5. In case, based on the results of the request for proposal, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for proposal and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.</p>		
<p>6. In case we are recognized to be the second winner of the request for proposal based on the results of procurement procedure and the winner of the request for proposal is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposal documentation and our quote.</p>		
<p>7. In case we are recognised to be the only one request for proposal bidder we undertake to sign the contract in accordance with the requirements given in the request for proposal documentation and at the price indicated in our quote.</p>		
<p>8. In case we are recognised to be the winner of the request for proposal or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for proposal we agree that information</p>		
<p>about</p>		
<p>(specify full name of legal entity / name, surname of individual)</p>		
<p>should be included into the supplier blacklist.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for proposal after the deadline for submission of bids for the request for proposal.</p>		
<p>10. By submitting the present bid, we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 <sup>5</sup>.</p>		
<p>11. Documents being an integral part of our bid for the request for proposal are attached to the present bid for the request for proposal,</p>		
as per the list on		page
<p><b>Chief executive officer</b></p>		
(signature)		(state name)
<p>Stamp</p>		
<p>Date of compilation «       »</p>		
<p>(DD) (MM) (YYYY)</p>		

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

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

**Terms of Reference**  
**To public requests for quotations for supervisory and representative services**  
**(Burgas airport, Bulgaria)**

1. List of services:

**SUPERVISORY FUNCTIONS**

1. Supervising of process of aircraft handling, handling of passengers, baggage, cargo, mail in order to organising provision of the best possible service and sustaining a professional company image.
2. Supervising all terminal and ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
3. Providing full support in case of delays, irregularity, flight cancellation, including passenger informing arrangement of beverages and meals (provision of vouchers), hotel accommodation, control under services for technical flights and other ad-hoc services in full compliance with GHM and instructions of the Carrier.
  - Provision of Services:
  - Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices shall be presented for the provided services. The Supervisor shall approve all service documents.
  - Timeliness of information announcement to passengers shall be checked at the airport – the maximum possible conveniences shall be provided to passengers.
  - In case of prolonged flight delays, the Supervisor shall take a respective decision and arrange dispatching passengers to the point of destination by earlier flights of other airlines or by ground transport. Supervisor shall have a right to send recommendations concerning passenger departure to the Operations of the Carrier.
  - All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights.
  - In case of presence of direct contract between the Carrier and Companies, which provide the abovementioned services, the Supervisor shall arrange services in accordance with provisions of such contracts.
  - In case of any emergency situation (strike, refusal from acceptance of the Carrier's aircraft, absence of the fueling, electricity, catering on board, fire event, military actions, act of terrorism and etc.) the Supervisor is obliged to inform about it immediately the Carrier and the passengers.
  - The Supervisor must prepare flight report upon every flight delay and send it to the Carrier's Operations and International Contract Dept. Major delay and/or flight disruption will be subject to separate charges by the Supervisor.
  - In the event of a flight diversion to another airport, the Supervisor will take all possible steps necessary to inform passenger, secure transport between airports, begin arrangements and ensure that Ground Handling company is fully aware about the situation.
4. Performing full crew briefing and support including passing the security and the other controlled zones of the airport. The supervisor organizes provision of phone, telex and computer communication in order to find the solutions in operational situations connected with flights of the Carrier.



5. Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier written request.
6. Ensuring that all operational messages are properly dispatched.
7. Liaising with the Carrier for slot coordination, as required (Slot coordination is included in the turnaround rate).
8. Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies).
9. Take action in order to resolve the matters concerning covering of the property loss caused during technical or commercial handling of the Carrier's flight, if such a loss made by the handling company or the 3<sup>rd</sup> Party.
10. Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:
  - a) correct type of aircraft and configuration;
  - b) specific rows have been blocked for UMNRO, WCHR, etc.;
  - c) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
  - d) ensure that flight is opened in the correct manner to process e-tickets correctly.
  - e) Arrange preseating of the passengers in accordance with the Carrier's instructions;
  - f) Check that operational messages were sent on time;
  - g) Check that non-operational messages were sent on time by the handling company (PRL, PFS, ETL (electronic ticket list);
  - h) Ensure that after flight departure the flight is closed at DCS system.
11. Check departure, load and possible delay message from airport of departure.
12. Before the flight arrival check availability and preparedness of staff, equipment, supplies and services of the Ground Handling company to perform ground handling services.
13. Check that airport information public displays show correct data.
14. Check Carrier's dedicated Check in counters:
  - a) number of check-ins is in accordance with booking figures;
  - b) counter is equipped with appropriate Carrier's logo;
  - c) display unit shows correct flight number, destination and class;
15. Ensure that the Handling company staff at any time shows friendly, correct and soft relation to the Carrier's passengers at all the zones of the airport.
16. Arrange provision of seats to PRM, children until 3 years, UM and other special passengers in accordance with the Carrier's instructions. The supervisor shall arrange all the necessary assistance to diseased and disabled passengers as well as transit passengers.
17. Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
18. Check standard of cleaning.
19. Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
20. Arrange crew and /or other representatives' accommodation upon request of the Carrier.
21. Use the Carrier's FIMs. The Carrier provides FIMs to the Supervisor.  
 The appropriate quantity of FIMs needed is advised by the Supervisor to the Carrier (based on the operational need).  
 The Supervisor shall prepare reports on used FIMs every month.  
 The reports originals shall be sent to the address of Accounting Department of Rossiya Airlines JSC but not later than on the 10th day of the month following to the initial financial month.  
 The report form is Attachment E to the agreement.

### **ADMINISTRATIVE FUNCTIONS**

1. By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the Attachment B.
2. In case of the Carrier's aircraft late arrival make maximum effort in order to arrange flight departure on time or minimize the time of delay upon departure from the airport.
3. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
4. Collect the flight documents from Handling company and send it to the Carrier. The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated (it is recommended to send flight documentation on the next flight after operated).

This package includes the following:

- Load sheet;
- Passengers list;
- Flight coupons (as provided by Handler);
- Checklist of PAX which were checked-in upon e-tickets (with numbers of such e-tickets);
- MCO;
- EXB receipts, as received by the Ticket counter;
- Cargo & Post way bills and manifests (as provided by Handler).

The Supervisor shall send the above mentioned documentation to the Carrier via co-mail. In case of no flights to the location (-s) specified in this Agreement, the Supervisor shall send relevant documentation with registered mail or overnight delivery. In this case the Supervisor has the right to recharge full amount of such expenses to the Carrier, but limited to EUR 30,00 (thirty Euro) per dispatch. Invoices shall be sent to the Carrier's Accounting Department.

5. The Supervisor shall send station report for each flight to the Carrier within 12 hours after the departure. Such report shall contain information about time of aircraft arrival and departure, information about requested services, equipment, number of passengers time of check-in start, number of checked baggage, other information about the flight. Such report can be made in free form and send by the email in accordance with the Carrier's instructions.
6. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
7. Check the quality of terminal and apron handling. Make and send the Carrier Service level report on the monthly basis. Resend passenger claims.
8. Meet the Tour Operator representative (if applicable) and coordinate all the required services in accordance with the Carrier's instructions.
9. Establish and maintain good relation with:
  - a) Carriers Ground Handling, Tour Operator and Ticketing Agent;
  - b) Airport Authorities and Government Agencies;
  - c) Fuel suppliers;
  - d) Hotels;
  - e) Catering Company;
  - f) Cleaning Company;
  - g) Other parties involved in order to ensure the highest standards of punctuality and quality handling in general.
11. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest. Inform the Carrier about all the actual acts of the Airport and CA Authorities of Bulgaria and about any changes happened.

12. In case of the Carrier's written request arrange invitations for the Carrier's crew members required for procurement of visas.

2. **Period of service provision:** 01.10.2017-31.09.2020.

3. **Volume:** volume not determined due to possible changes in flight schedule.

*For reference: number of turnaround flights during IATA SS 2016 and 2017:*

IATA SS 2016:

A319 – 22;

A320 – 101;

B737-800 – 28.

IATA SS 2017:

A319 – 1;

A320 – 127;

B737-800 – 48;

B747-400 – 23.

4. **Rate limits for handling of one turnaround flight (maximum rate, which can be proposed by the Participant):**

A319/ A320/ B737-800 – 55 EUR;

B777 – 80 EUR;

B747 – 100 EUR.

5. **Settlement:**

Settlement of accounts shall be effected in EUR (compulsory) by bank transfer in 30 (thirty) calendar days after the receipt of the monthly factual invoice in EUR via e-mail.

6. **General requirements to the services:**

1. The services must be provided in accordance with the internal guidelines and instructions of the Carrier (the documents are provided in English, access to the documents will be provided after the contract signing) and requirements and recommendations of ICAO, IATA and governmental bodies which codifies the principles and techniques of international air navigation at the place of handling services provision.
2. The Company shall have the license for provision of all the above mentioned services at BOJ airport.
3. The Company shall not provide ground handling services at BOJ airport (terminal or apron) and have affiliation with such companies (in order to avoid any conflicts).
4. The Company staff shall have appropriate IDs for shifting among the airport zones, including the apron zone.
5. The Company shall have a good reputation among the Carriers and good relations with local Authorities.
6. The Handling Company's employees shall be at least 1-year experienced in the supervisory and representative services outlined herein.

7. The Handling Company shall have the Russian- and English-speaking staff for flights of the Carrier.
8. The Handling Company shall have qualified personnel at the airport in the quantity which will be enough to perform all the services, duties which are defined in the contract.
9. The Handling Company shall have means of communication: phone, fax, email, SITA, wireless signal and all the necessary means of transport.
10. AUS standard does not apply.

The Participant may propose it's own draft of the agreement taking into account all the obligatory terms, which prescribed in the present documentation. It is being considered acceptable to change wordings thereof as mutual agreed, excepting essential terms and conditions of the agreement specified by the Carrier in the present Documentation.

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

**Draft of the Contract**

**The contract will be signed in Russian. Please find the draft in Russian version of documentation.**