

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

De-icing services at Vienna international airport (VIE), Austria

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>	De-icing services at Vienna international airport (VIE), Austria				
<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>
665 000	EUR	Not determined	pcs	52.23.19.190	52.23.19
<b>Place of delivery/performance of work/service provision (address):</b>	Vienna International Airport (VIE), Austria				

Procedure for the request for quotations 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 quotations 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 quotations 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 quotations. In case of a decision to withdraw the request for quotations the Customer shall, within the day following the day when such decision was made, post information of such request for quotations 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 quotations.

The Customer does not issue documentation regarding the request for quotations 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 quotations 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 quotations or documentation for the request for quotations.

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

If changes to the notice about the request for price quotation are made later than two business days prior to deadline for submission of bids for the request for quotations, time period of submission of bids for request for quotations 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 on procurement in the unified information system and the deadline of submission of bids for the request for quotations.

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for quotations 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 «10» May 2017.
Time and date of bids submission deadline	10.00 Moscow time «30» May 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 «06» June 2017.

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

Mrs Irina Kharevich, [tender@rossiya-airlines.com](mailto:tender@rossiya-airlines.com), +7(812) 6-333-949 or +7(812) 633-39-99, extension 2463

2.3. Contact person for Terms of Reference issues:

Ivan Minkov, [i.minkov@rossiya-airlines.com](mailto:i.minkov@rossiya-airlines.com), +7 812 6 333 891

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

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

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

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

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

2.5.4. To submit, within three days from the date of posting 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 D 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).

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

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

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

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

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

2.11. If upon the deadline for submission of bids for the request for quotations as specified in the documentation for the request for quotations the Customer receives only one bid for the request for quotations, although the request for quotations 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 quotations and the

procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for quotations the Customer may enter into a contract with such bidder.

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: 100% of factual services shall be paid within 30 calendar days from the date of receiving invoice by fact.

### **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 and 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 fifteen 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. Quotation 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 quotation 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 form 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. Quotation shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

Charge for de-icing fluid type 1 (1 step) –	_____	EUR per liter
Charge for de-icing fluid type 1 (2 steps) –	_____	EUR per liter
Charge for de-icing fluid type 4 (2 steps) –	_____	EUR per liter
Charge for pre de-icing check –	_____	EUR per event
Charge for final check –	_____	EUR per event
Charge for supervision –	_____	EUR per event

5.7. Quotations shall be submitted for each lot separately.

5.8. Quotation 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 quotation:

*Not anticipated*

*(specify whether anticipated / not anticipated)*

5.8.2. Possibility of subcontracting

*anticipated*

*(specify whether anticipated / not anticipated)*

5.9. Lot separability: *not anticipated*

*(specify whether anticipated / not anticipated)*

*(specify breakdown of total quantities between several procurement parties)*

5.10. Application software: *not anticipated*

*(specify whether anticipated / not anticipated)*

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

6.1. Quotations 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:

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

6.4. If during the pre-qualification stage the bidding committee reveals the fact of the bid non-conformance with respect to one or more indicators specified in it. 6.3 such bid shall be rejected and not further 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 quotations 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 quotation 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 quotations 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 quotation procedure such bidder shall be deemed to be the only one bidder for the request for quotations. 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 quotations

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 quotations 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 – Charge for de-icing fluid type 1 (1 step)	To calculate the number of points shall be used the formula: Sbaz / Spredl x K, where: - Sbaz - the best (lowest) of all the proposals of the participants; - Spredl - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table below.	K1 = 27 points
Criterion 2 - Charge for de-icing fluid type 1 (2 steps)		K2 = 37 points
Criterion 3 - Charge for de-icing fluid type 4 (2 steps) – 7,69 EUR		K3 = 17 points
Criterion 4 - Charge for pre de-icing check		K4 = 1 points
Criterion 5 - Charge for final check		K5 = 5 points
Criterion 6 - Charge for supervision		K6 = 3 points
Criterion 7 – quantity of de-icing trucks	To calculate the number of points shall be used the formula: Spredl / Sbaz x K, where: - Sbaz - the best (biggest) of all the proposals of the participants; - Spredl - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table below	K7 = 10 points

Common basis for comparison of quotations 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 quotations 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 quotations 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 quotations 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 quotations will be announced the winner.

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

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

6.11. If the winner of the request for quotations 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 (quotations), 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 quotations 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 quotations 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 quotations 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 quotations to be void**

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

## **8. Final provisions**

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

## **9. Appendices**

Appendix 1  
Appendix 2

Bidder's Questionnaire  
Application for Participation in the Procedure



Document Title	Number of pages
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for price quotations in the unified information system (for foreign companies – abstract from a trade register).	
3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service 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>2</sup>	
<b>5. Contact person</b>	
<i>(specify name, surname, phone, fax, e-mail)</i>	
<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>	
<i>(state designation of procedure)</i>	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> <p><i>(position of the chief executive officer)</i></p> <p>Date of compilation</p> </div> <div style="text-align: center;"> <p><b>Stamp</b></p> </div> <div style="text-align: center;"> <p>« _____ »</p> <p style="font-size: small;">(DD) (MM) (YYYY)</p> </div> <div style="text-align: right;"> <p><i>(state name)</i></p> </div> </div>	

<sup>2</sup> Procurement bidder may submit any additional information about his company.

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

<b>Application for Bidding<sup>3</sup></b> <b>in the public request for quotations:</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 quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them
<i>(specify full name of legal entity / name, surname of individual)</i>
registered at the following address:
<i>(specify place of business of legal entity / place of residence of individual)</i>
proposes to conclude a contract for
<i>(specify subject of the contract)</i>
in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for quotations.
Commercial proposal:
Charge for de-icing fluid type 1 (1 step) – _____ EUR per liter
Charge for de-icing fluid type 1 (2 steps) – _____ EUR per liter
Charge for de-icing fluid type 4 (2 steps) – _____ EUR per liter
Charge for pre de-icing check – _____ EUR per event
Charge for final check – _____ EUR per event
Charge for supervision – _____ EUR per event
2. We hereby inform (declare) that
<i>(specify full name of legal entity / name, surname of individual)</i>
Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).
Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.
3. We hereby guarantee accuracy of information in the bid for the request for quotations 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 quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for quotations conditions equal for all bidders.

<sup>3</sup> To be issued on a procurement bidder's company letter-headed paper as a separate document.

4. In case we win the request for quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within three days from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.	
5. In case, based on the results of the request for quotations, 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 quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.	
6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for quotations documentation and our quote.	
7. In case we are recognised to be the only one request for quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for quotations documentation and at the price indicated in our quote.	
8. In case we are recognised to be the winner of the request for price for quotations 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 quotations we agree that information	
about	
<i>(specify full name of legal entity / name, surname of individual)</i>	
should be included into the supplier blacklist.	
9. We undertake not to amend and/or withdraw our bid for the request for quotations after the deadline for submission of bids for the request for quotations.	
10. By submitting the present bid, we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 <sup>5</sup> .	
11. Documents being an integral part of our bid for the request for quotations are attached to the present bid for the request for quotations,	
as per the list on	page
<b>Chief executive officer</b>	
(signature)	(state name)
<i>Stamp</i>	
Date of compilation «        »	
(DD)	(MM)        (YYYY)

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

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

**Terms of Reference**

**for signing of the contract for de-icing services at Vienna international airport (VIE), Austria.**

**1. Kind of service:** For a single ground handling consisting of the arrival and subsequent departure at agreed timings of the same aircraft the following services shall be provided on the base of Annex A to the Standard Ground Handling Agreement of January 2013:

**SECTION 1 MANAGEMENT FUNCTIONS**

**Sub-section 1.1 Representation**

1.1.2 Liaise with local authorities

**Sub-section 1.2 Administrative Functions**

1.2.1 Establish and maintain local procedures

1.2.4 Maintain the Carrier's manuals, circulars and other relevant operational documents connected with the performance of the services

**SECTION 3 RAMP SERVICES**

**Sub-section 3.17 De-icing/Anti-icing Services and Snow/Ice Removal (upon request from the Carrier)**

3.16.2 Perform "pre" de/anti-icing inspection and advise flight crew or Carrier representative of results (upon request from the Carrier).

3.16.3 Perform clear ice check.

3.16.4 (a) Provide  
(1) anti-icing units  
(2) de-icing units.

3.16.5 Provide de-icing / anti-icing fluids.

3.16.6 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.

3.16.7 Apply anti-icing fluid to aircraft.

3.16.8 Supervise performance of de-icing/anti-icing operations.

3.16.9 Perform final inspection after de-icing/anti-icing operations and inform flight crew of results.

3.16.10 Complete documentation as per carrier's instructions

**Basic handling rate limits (maximum basic handling rate per turnaround flight) is as follows:**

De-icing fluid type 1 (1 step) – 4,23 EUR per liter

De-icing fluid type 1 (2 steps) – 3,09 EUR per liter

De-icing fluid type 4 (2 steps) – 7,69 EUR per liter

Pre de-icing check – 78,02 EUR per event

Final check – 43,75 EUR per event  
 Supervision – 70 EUR per event

*The above mentioned charges include:*

*Services:*

- *Representation (according to sub-section 1.1)*
- *Administrative Functions (according to sub-section 1.2)*
- *Equipment availability for de-icing services (trucks)*
- *Operation of equipment for de-icing services (trucks)*
- *Utilization of all types of de-icing fluids*
- *providing the services at night, on weekends and legal holidays.*

**2. Terms:** the services shall be provided from 01.09.2017 till 31.08.2020.

**3. Volumes:** not determined (the volume depends on weather).

The services to be provided in accordance with the signed contract.

**4. Settlement:**

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

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

1. The services must be performed according to the Customer's internal guidelines and instructions (documentation is in English, access to the documentation will be provided once agreement is signed) as well as ICAO and IATA requirements and recommendations, the latest aircraft de-icing / anti-icing regulations which are AEA Recommendations. The various local rules governing aircraft cold weather operations are very specific and are strictly adhered to. Beginning with each de-icing season the Handling Company will provide the Carrier with a corresponding actual de-icing / anti-icing information including the type of de-icing fluid used.

2. The Handling Company shall have the license for provision of de/anti-icing services at VIE. Scan copy of the license, which confirms the right of the Handling Company to render de/anti-icing services in Vienna international Airport (VIE), must be provided by the Handling Company upon filing the bid for the request for quotations.

3. The Handling Company shall have means of communication: phone, mobile phone, fax, email, SITA, wireless signal and all the necessary means of transport.

4. The Handling Company shall provide information of total quantity of vehicles (de-icing trucks) that are property of / leased by the Handling Company for service rendering in Vienna International Airport. The information shall be provided in a free written form (signed by the Handling Company), which must include a list of vehicles with vehicle identification numbers (VIN). Such information will be a criterion for the evaluation stage of the request for quotations. The information must be provided upon filing the bid for the request for quotations. In case of failure to provide the requested information, 0 points for the criterion go to the bidder.

The Handling Company shall provide the Customer with its proposal for conditions for annual price revision (upon filing the bid for the request for quotations), whereby the charges set out in the bid must not exceed 10% per year. However the final version of these conditions will be mutually agreed

The Winner of the current tender must sign the agreement attached hereto for de-icing handling services. The bidder has the right to offer an alternate draft of the agreement, meeting thereby all the mandatory/ compulsive conditions that are clearly set out in the procurement documentation, namely: validity period of the agreement, list of the services, and settlement of accounts.

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

**Draft Contract**

**IATA STANDARD GROUND HANDLING AGREEMENT – SIMPLIFIED PROCEDURE**

Annex B 1.0 Location(s), Agreed Services and Charges  
to the Standard Ground Handling Agreement (SGHA) of January 2013

**(AIRCRAFT DE-ICING / ANTI-ICING SERVICES)**

between: **Rossiya Airlines JSC**

having its principal office at: 18/4 Pilotov Street  
St Petersburg, 196210  
Russia

-hereinafter referred to as „the Carrier“-

and: ...

having its principal office at: ...

-hereinafter referred to as „the Handling Company“-

effective from: 01<sup>st</sup> September 2017

This Annex B for the location(s): Vienna International Airport (VIE)

is valid from: 01<sup>st</sup> September 2017  
and replaces: None

Preamble:

This Annex B is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013 as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

**Paragraph 1.  
HANDLING CHARGES**

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A.

**1.1.1 SECTION 1 MANAGEMENT FUNCTIONS**

**Sub-section 1.1 Representation**

1.1.2 Liaise with local authorities

**Sub-section 1.2 Administrative Functions**

1.2.1 Establish and maintain local procedures

1.2.4 Maintain the Carrier's manuals, circulars and other relevant operational documents connected with the performance of the services

**SECTION 3 RAMP SERVICES**

**Sub-section 3.17 De-Icing/Anti-Icing Services and Snow/Ice Removal (upon request from the Carrier)**

3.16.2 Perform "pre" de/anti-icing inspection and advise flight crew or Carrier representative of results (upon request from the Carrier).

3.16.3 Perform clear ice check.

3.16.4(a) Provide  
(1) anti-icing units  
(2) de-icing units.

3.16.5 Provide de-icing / anti-icing fluids.

3.16.6 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.

3.16.7 Apply anti-icing fluid to aircraft.

3.16.8 Supervise performance of de-icing/anti-icing operations.

3.16.9 Perform final inspection after de-icing/anti-icing operations and inform flight crew of results.

3.16.10 Complete documentation as per carrier's instructions.

1.1.2 Handling charges for the services mentioned under sub-paragraph 1.1.1:

<b>Service</b>	<b>Unit</b>	<b>Price, EUR</b>
De-icing fluid type 1 (1 step)	litre	...
De-icing fluid type 1 (2 step)	litre	...
De-icing fluid type 4 (2 step)	litre	...
Pre de-icing check	event	...
Final check	event	...
Supervision	event	...

- 1.1.3 The services mentioned above in sub-paragraphs 1.1.1 performed according to the latest aircraft de-icing / anti-icing regulations which are AEA Recommendations and Carrier's internal manuals and guidelines. The various local rules governing aircraft cold weather operations are very specific and are strictly adhered to. Beginning with each de-icing season the Handling Company will provide the Carrier with a corresponding actual de-icing / anti-icing information including the type of de-icing fluid used.
- 1.1.4 No charges for de-icing units and equipment (trucks) only used fluids and inspection services will be charged.
- 1.1.5 No extra charges will be made for providing the services at night, on weekends and legal holidays.

**Paragraph 2.  
ADDITIONAL CHARGES**

- 2.1. All services not included in Paragraph 1 of this Annex will be charged for at current local rates to be provided to the Carrier in written and duly signed not later than in 1 day period after the request.

**Paragraph 3.  
DISBURSEMENTS**

- 3.1 Any disbursements made by the Handling Company on behalf of the Carrier (if requested by the Carrier) will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10% (ten per cent).

**Paragraph 4.  
SETTLEMENT**

Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices in EUR to the Carrier monthly for the services performed hereunder and the Carrier shall pay the Handling Company by bank transfer within 30 calendar days of invoicing. The Handling Company is obliged to send the invoices by electronic mail on the date of issue.

All payments shall be made in EUR via bank transfer.

- 4.1 All invoices' scanned copies must be sent to the Carrier's Accounting Dept. email: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com)

The hard copies must be sent to:

Rossiya Airlines OJSC  
Pilotov Street 18/4  
Saint-Petersburg 196210  
Russia

Attn. Accounting Department, Deputy Director of the Department, Ms. Tatiana Kulik

#### 4.2 **Bank details of the Handling Company:**

##### **Bank details of the Carrier:**

Bank name:	Sberbank (Severo-Zapadny Head Office)
SWIFT:	SABRRU2P
Acc. transit:	40 7029 7845 5001 0000 80
Acc. current:	40 7029 7815 5000 0000 80
Correspondent bank:	Deutsche Bank AG, Frankfurt am Main
SWIFT:	DEUTDEFF

Both Parties mutually agreed that each Party will pay own bank expenses linked with the settlement of invoices.

The financial liabilities of the Carrier are considered to be implemented from the moment of financial resources debiting from the Carrier's account.

Any mistakes in invoices found have no term of limitation.

- 4.3 Claims and disputes must be made in writing within 30 calendar days of receipt of invoice. The Handling Company reserves the right to charge interest at a rate of 0,01% on overdue accounts from the date the invoice became due and will accrue until settlement is made full.

### **Paragraph 5. TRANSFER OF SERVICES**

- 5.1 The Handling Company is entitled to transfer the following services to subcontractors:

Location	Company	Service Items
VIE	XXX	XXX
	XXX	XXX

- 5.2 The Handling Company shall have written agreements with its sub-contractors for services subcontracted in this Annex B. The Handling Company shall be ready to display for the Carrier such agreements, where confidential business information will be concealed.
- 5.3 The Handling Company shall provide audit report to the Carrier once the audit of the subcontractors has been finished by the Handling Company.
- 5.4 The Handling Company undertakes to employ reliable subcontractors only.
- 5.5 Upon request of the Carrier the Handling Company provides information about the subcontractors who will be employed. The Carrier has the right to object to the employment of a planned subcontractor for an important reason.

**Paragraph 6.  
LIMIT OF LIABILITY**

- 6.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:

<b>Aircraft Type</b>	<b>Limit (per incident)</b>
B 747 / B 777 / B 767 / B 757	USD 1.500.000,00
A 319 / A 320 / A 321 / B 737 / SSJ100	USD 750.000,00
other jet propelled aircraft and turboprops	USD 500.000,00

- 6.2 Referring to Sub-Article 8.5 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission which could be avoided if procedures were followed. Notwithstanding Sub-Article 8.5 any claim below USD 3000 shall be indemnified too.

**Paragraph 7.  
DURATION, TERMINATION AND MODIFICATION**

- 7.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the term of this contract is from the 01<sup>st</sup> of September 2017 till the 31<sup>st</sup> of August 2020. After this period the current Agreement can be extended if the parties express their will to continue the collaboration under the same terms and conditions hereunder by signing an addendum to this Annex.
- 7.2 Both Parties agree that they do not terminate the agreement during the de-/anti-icing season from the 10<sup>th</sup> of October until the 15<sup>th</sup> of April of each year.
- 7.3 Notwithstanding Sub-paragraph 7.1 hereof and referring to Sub-paragraph 7.2 hereof, this Agreement may be terminated at any time (during a time period that starts from the 16<sup>th</sup> of April until the 09<sup>th</sup> of October of each year) and without restrictions by any Party with 60 days prior written notice to the date of termination to the other party. The notice shall be sent in accordance with Paragraph 8 hereof.
- 7.4 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current Annex B1.0.
- 7.5 Yearly Price Revision:  
XXX
- 7.6 All modifications of this agreement must be done in writing and signed by both parties.

**Paragraph 8.  
NOTIFICATION**

- 8.1 In accordance with Sub-Article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be deemed properly given to the addresses of the respective parties as recorded below

To the **Carrier:** Rossiya Airlines OJSC  
 Pilotov Street 18/4  
 196210 Saint Petersburg  
 Russia  
 Attn. Ms. Anna Nayda  
 Tel: +7 812 6 333 891  
 E-mail: a.nayda@rossiya-airlines.com  
 contract@rossiya-airlines.com

To the **Handling Company:**

Any notice given under this contract shall be deemed properly if sent by registered letter, or by other means where proof of receipt or acknowledgement is obtained. In case of registered letter notice shall be considered to be served on the date of receipt.

If there are any changes in the aforesaid contact details of the Carrier and/or Handling Company, the Carrier and/or Handling Company shall inform the other party about such changes. In case of provision failure, contacts details described herein will apply.

### **Paragraph 9. ARBITRATION AND JURISDICTION**

- 9.1 Notwithstanding the arbitration clause (article 9) of the Main Agreement any claims shall be finally settled in the court of justice of Vienna according to the laws of Austria.
- 9.4 In case of any disputes regarding the text of the current agreement the parties will follow the text in the contract's exemplar which is verified by the stamp of the Carrier's Legal Department.

### **Paragraph 10. JAR-OPS REGULATIONS**

- 10.1 As indicated in the JAR-OPS regulations (Joint Aviation Requirements), the quality support system of the Carrier has to ensure that operational and maintenance activities comply with the specified standards. These regulations clearly point out that the Carrier, who employs other bodies for certain services, must designate somebody responsible for making sure that each hired provider respects the required standards. Taking the above into account, the Carrier will be able to check the following items, on the spot, with the Handling Company:

Control of quality	<ul style="list-style-type: none"> <li>- Quality support system and manual</li> <li>- Operational procedures</li> <li>- Training and retraining</li> <li>- Tractability</li> </ul>
--------------------	--

- Guarantee of quality
- Quality surveys
  - Method of control
  - Correction of deviations
  - Quality of security

The person in charge designated for this control will be the Station Manager, or other person designated by the Carrier. If the corrective measures are not taken within a period of 7 days as from the Carrier's services warning, sent by registered letter with acknowledgement, the latter party can terminate the contract according to articles 11.4 and 11.5 of the Main Agreement.

### **Paragraph 11 RIGHT TO AUDIT**

- 11.1 The Handling Company shall allow the Carrier access at all reasonable times, by prior written notice (not less than one month), to audit, copy and reproduce the books, records, correspondence, instructions, receipts and memoranda of every description relating to this Agreement. Such audit notice shall contain a description of the areas to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective actions required. Additionally the Carrier reserves the right to perform spot audits / inspections without previous notification, thereby counting on the cooperation of the Handling Company.

### **Paragraph 12 FORCE MAJEURE**

- 12.1 Both the Handling Company and the Carrier will be exempt from obligations as set forth in this agreement if failure to meet such obligations results from any event outside their reasonable control including flood, fire, lightning, war, volcano eruption and other act of God, revolution, act of terrorism, riot or civil commotion.

### **Paragraph 13 GENERAL**

- 13.1 The Handling Company agrees to provide the Carrier with the information in respect to all its owners (beneficiaries) not later than in 5 business days after the Carrier's written request, including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form which if necessary will be sent by the Carrier.
- 13.2 In case of changes in the above-mentioned chain of owners, including ultimate beneficiaries, or in the structure of executive bodies, the Handling Company agrees to inform the Carrier about them (in 10 business days after the change) with the confirming documents attached.
- 13.3 The full contract amount for its first period of validity (three years) does not exceed six hundred sixty five thousand EUR (EUR 665 000), incl. VAT. The mentioned amount is not considered as guaranteed payment amount to the Handling Company. By signing this agreement the Parties confirm their understanding that the factual amount to be paid under this agreement during the first validity period hereof can be less than mentioned herein.

**Paragraph 14**  
**CONFIDENTIALITY**

- 14.1 The Carrier and the Handling Company agree not to reproduce this Annex or to distribute it to others, in whole or in part, at any time and permanently to keep confidential all information contained within Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiations or in the provision of the services.

**Paragraph 15**  
**ANTI-CORRUPTION CLAUSE**

- 15.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

- 15.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.
- 15.3 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 15.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

This agreement is made in two originals, one for each Party.