

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

Approval date

16	07	2018
----	----	------

Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	16	07	2018	18:00 MSK
Date and time for the request receiving completion	31	07	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul, Saint Petersburg, Russian Federation, 196210			
	08	08	2018	
Commencement date for providing clarifications on procurement documentation		16	07	2018
Completion date for providing clarifications on procurement documents		19	07	2018
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	De-icing/anti-icing at Gatwick London (LGW), UK			
Number of lots	1 (one)			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		De-icing/anti-icing			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
550 000	GBP	Not determined	pcs	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)			Gatwick London (LGW), UK		



6E1F9FC906A69322432582CC0032792A;

Term and Payment Procedure for Goods (Work. Service)	Bank transfer for the services actually provided within 30 calendar days from the date of invoice's issuance.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable, except p. 4.1, 7.1 of the draft

Assessment and Comparing Criteria of Quotes Lot №1

No	Criterion name	Unit of measurement	Order of points calculation as per criterion	Maximum number of points
Criterion 1	Rate for de-icing fluid type 1 (1 step)	Liter	To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K_i$, where S_{basic} – the best (cheapest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K_i – maximum number of points from the box in the right, in front of the chosen criterion	25
Criterion 2	Rate for de-icing fluid type 1 (2 steps)	Liter		25
Criterion 3	Rate for de-icing fluid type 4 (1 step)	Liter		25
Criterion 4	Rate for pre de-icing check	Turnaround flight		5
Criterion 5	Rate for final check	Turnaround flight		5
Criterion 6	De-icing/anti-icing supervision	Turnaround flight		5
Criterion 7	Call out fee	Turnaround flight		10
Total				100

1. General Terms of the Procurement Procedure

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

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

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

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure



6E1F9FC906A69322432582CC0032792A;

is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

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

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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



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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement



bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

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

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

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

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

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

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

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

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

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

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and



medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary



of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

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

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

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

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

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

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals



signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement



Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote:
<div style="display: flex; justify-content: space-between;"> <div> 1. Rate for de-icing fluid type 1 (1-step) _____ 2. Rate for de-icing fluid type 1 (2 steps) _____ 3. Rate for de-icing fluid type 4 (1 step) _____ 4. Rate for pre de-icing check _____ 5. Rate for final check _____ 6. De-icing/anti-icing supervision _____ 7. Call out fee _____ </div> <div style="text-align: right;"> GBP excluding VAT. GBP excluding VAT. GBP excluding VAT. GBP excluding VAT. GBP excluding VAT. GBP excluding VAT. GBP excluding VAT. </div> </div>
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for

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



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



<i>SEAL</i>		
Date of issuance		
(DD)	(MM)	(YYYY)

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



Appendix 2
To Procurement Documentation

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

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

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



4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

5. Contact person

(state last name, first name, patronymic, telephone, fax, e-mail)

This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.

Principal

(title of the Principal)

(signature)

(state initials, last name)

SEAL

Date of Issuance

(DD)

(MM)

(YYYY)



Terms of reference

1. Procurement subject:

De-icing/anti-icing services at Gatwick London (LGW), UK

2. List of services:

As per SGHA (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 3.16 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.

3. Nomenclature, product description, **possibility of changing, equivalent:**

According to conditions of the agreement

4. Volume

Not determined

5. Place of delivery/work location/service location



Gatwick London (LGW), UK

- 6.** Terms or schedule of shipment/delivery of goods, performance of work and services rendering

During the whole period of validity of the agreement

- 7.** 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:

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. 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.

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 doesn't apply because the services are provided on the base of the law of UK.

- 8.** Requirements for the formation of the price of the goods: whether the delivery, loading / unloading, insurance, installation, training of personnel, customs payments paid for the release of goods for domestic consumption in the territory of the Customs Union, etc. are included in the price of the goods:

According to conditions of the agreement

- 9.** Requirements for the acceptance of goods, work, services

Not determined

- 10.** Requirements for the term and scope of the guarantee of the quality of goods, work, services

Not determined



11. General requirements to the Handling Company

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

The Bidder shall provide information of total quantity of vehicles (de-icing trucks) that are property of / leased by the Handling Company for service rendering in LGW. The information shall be provided in a free written form (signed by the Handling Company), which must include a list of vehicles.

12. Other requirements

NA



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: ...
UK

hereinafter referred to as „the Handling Company“

valid from: 01.09.2018

This Annex B for the location(s): Gatwick London (LGW)

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 3.16 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:



Service	Unit	Price, GBP
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	turnaround flight	
Final check	turnaround flight	
De-icing/anti-icing supervision	turnaround flight	
Call out fee	turnaround flight	

1.1.3 The services mentioned above in sub-paragraphs 1.1.1 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. 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 ...% (but not more than 3%).

Paragraph 4 SETTLEMENT

Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices in GBP 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 GBP via bank transfer.

4.1 All invoices' scanned copies must be sent to the Carrier's Accounting Dept.
email: 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

4.2 Bank details of the Handling Company:

Bank name: ...
IBAN: ...
SWIFT: ...
Correspondent Bank: ...

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.

Term of invoices issuance is limited to 6 months after the end of this Agreement.

- 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
LGW

- 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:

Aircraft Type	Limit (per incident)
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 01.09.2018 till 31.08.2020. 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 Notwithstanding Sub-paragraph 7.1 hereof and referring to Sub-paragraph 7.2 hereof, this Agreement may be terminated at any time 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.
- 7.3 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current Annex B1.0.
- 7.4 Yearly Price Revision:



With effect from 01.01.2019 and until the end of this agreement, the Carrier shall be prepared to accept an annual increase of the fixed price as defined above at the extent of the UK Consumer Price Index RPI (progressive figures only) every year maximum 3%.

- 7.5 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. Ground Handling Department
Tel: +7 812 6 333 891
E-mail: a.nayda@rossiya-airlines.com
contract@rossiya-airlines.com

To the **Handling Company:**

...
...
...
...
Phone: + ...
Fax: + ...
E-mail: ...

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 Saint-Petersburg according to the laws of Russian Federation.



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	- Quality support system and manual - Operational procedures - Training and retraining - Tractability
--------------------	--

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 does not exceed 550 000 GBP (VAT and other applicable taxes and fees of UK exclusive). 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 15.1 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 in English, one for each Party.

Signed the
at St Petersburg

Signed the
at ...

For and on behalf of
Rossiya Airlines JSC

For and on behalf of
...

.....
...
By: Mr. Albert Sherbakov
Deputy General Director for operations,
COO
(p.p.a №)

.....
...
By: ...
...

