

APPROVED

Deputy Director General
for Economics and Finance
“Rossiya airlines” JSC
_____A.Yu. Cheskidov

«____»_____ 2016

**Documentation
for the procurement at the foreign state**

**Request for quotations with the aim to hire the services of ground handling
companies for conclusion the contract for ground handling services for
Rossiya Airlines OJSC flights to the airport of Berlin (SXF, BER)**

Saint-Petersburg
2016

1. Information about the Public Request for Quotations Procedure.

The present documentation is prepared according to the Provision on Procurement of Goods, Works and Services of Rossiya Airlines Joint Stock Company.

Procedure for the public request for quotations (hereinafter referred to as Request for Quotations) is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 – 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 1057-1061, Part Two of the Civil Code of the Russian Federation. Terms and conditions of the Request for Quotations do not cause any obligations for the customer for mandatory contract conclusion with the winner or other Participant.

The Customer shall be entitled to withdraw the request for quotations without giving reasons, at any time, or awarding a contract not bearing any liability against the Participants including but not limited to reimbursement of any expenses related to preparation and submission of a application for the request for quotations.

2. Customer of the Public Request for Quotations at the foreign state.

Rossiya Airlines Joint Stock Company
Registered Office: 18/4 Pilotov St., St. Petersburg, 196210
Mailing address: 18/4 Pilotov St., St. Petersburg, 196210
Customer's website – www.rossiya-airlines.com

Contact person for Procurement issues:
Mrs. Irina Kharevich
Phone: +7 (812) 6-333-999, (ext. 24-63)
email: tender@rossiya-airlines.com

Contact person for technical issues and contract conclusion:
Minkov Ivan Gennadievich
Tel.: +7-(812) 6-333-999 (EXT. 36-20),
e-mail: i.minkov@rossiya-airlines.com

3. Source of Financing.

Proprietary funds of Rossiya Airlines Joint Stock Company.

4. Initial (maximum) contractual price (lot price).

The base rate for working capital BUT one of the voyage:

A319 - 750 EUR;
A320 - 776 EUR;
B738 - 911 EUR;
B772 - 2538 EUR;
B773 - 2555 EUR;
B744 - 3517 EUR.

5. Subject matter of the agreement.

Ground handling services for Rossiya Airlines OJSC flights to the airport of Berlin (SXF, BER)

6. Payment method and terms.

All information is contained in Appendix No. 3 "Statement of work".

7. Place of goods delivery, work performance and/or service rendering

All information is contained in Appendix No. 3 "Statement of work".

8. Details and volumes of the procurement.

All information is contained in the documentation Appendix No. 3 "Statement of work".

9. Place, date and time of the completion of quotes' submission.

To participate the Request for Quotations, it is necessary to submit an application prepared according to the requirements of this documentation until 05:00 pm (Moscow time) of november 07, 2016.

Participant shall submit one sealed envelope containing application in written form. The envelope shall be marked as follows:

"APPLICATION TO PARTICIPATE IN THE REQUEST FOR QUOTATIONS WITH THE AIM TO HIRE THE SERVICES OF GROUND HANDLING COMPANIES FOR FOR THE FLIGHTS OF «ROSSIYA AIRLINES» JSC AT BERLIN (SXF, BER). TENDER DIVISION, HAND DELIVERY TO IRINA KHAREVICH, CONTACT PHONE: (812) 6-333-999 24-63. DO NOT OPEN BEFORE NOVEMBER 08, 2016"

The quotes sealed shall be sent to: Tender Division 18/4 Pilotov St., Saint Petersburg city, 196210, Russia

On business days from 10:00am until 01:00pm and from 02:00pm until 05:00pm

Applications acceptance shall not be finished before the time specified in Procurement notice of the Request for quotations (hereinafter referred to as Procurement).

Quotes for participation in the Request for quotations submitted later than the closing date and time for quotes' submission shall be deemed late and subject to no examination.

10. Place, date and time of the opening the envelopes with the applications for the participation in the request for quotations.

Envelopes with the applications for participation in the Request for quotations shall be opened on november 08, 2016 at the following address: Office of the Chairman of the Bidding Commission, 18/4 Pilotov St., Saint Petersburg.

11. Requirements to Contents of Documents Included into the Application for the Request for Quotations.

Application to be submitted by the Participant in compliance with the present Documentation shall be prepared according to the list as per the forms given in Section 3 and shall include the following documents:

- Questionnaire Form of the participant (Attachment 1);
- Commercial proposal (Attachment 2);
- the letter of attorney for the signatory of the person authorized for signing on behalf of the company participant;
- documents proving the governmental registration of the company according to the laws in place;
- documents proving the certifications, licences, approvals and recognitions of the state according to the laws in place;
- supporting documents for the Attachment 3 of this Documentation;
- other information and documentation at the discretion of the Participant.

12. Requirements to the Participants of the Request of the quotations.

Have available all necessary documentation which gives the rights to carry out the activities according to the laws in place.

13. Procedure of Quotation Development

The prices stated by the Participant in the Request of quotations shall be expressed in US dollars.

The price shall include all possible expenses of the Participant related to the provision of services concerned to the subject of the procurement.

14. Election's procedure of the winner from the Participants of the Request of quotations

The process of the valuation is based on the stated below criteria:

No	Sub-sections of the SGHA 2008	Name of the criterion	Item	Weight of the criterion, %	Weight of the index, %
1	Ground Handling Charges			50	x
1.1	-	A319	turnaround flight	x	30
1.2	-	A320	turnaround flight	x	60
1.3	-	B737-800	turnaround flight	x	4
1.4	-	B777-200	turnaround flight	x	2
1.5	-	B777-300	turnaround flight	x	2
1.6	-	B747-400	turnaround flight	x	2
2	Charges for Additional Services			30	x
2.1	2.1.3 (a)(1)	Special equipment, facilities and specially trained personnel for assistance to unaccompanied minors	UM	x	3
2.2	2.1.3 (a)(2)	Special equipment, facilities and specially trained personnel for assistance to passengers with reduced mobility	PRM	x	3
2.3	2.1.9 (a)(3)	Lounge facilities	pax	x	7
2.4	3.3.3 (a)	Extra usage of GPU	30 mins	x	10
2.5	3.4.2 (a)	Heating unit	30 mins	x	7
2.6	3.6.1 (a)(1)	Extra usage of passenger steps (Narrow body)	30 mins	x	5
2.7	3.6.1 (a)(1)	Extra usage of passenger steps (Wide body)	30 mins	x	1
2.8	3.6.2 (a)(1)	Passenger (Y-class) transport between aircraft and airport terminals	movement	x	4
2.9	3.6.2 (a)(1)	Passenger (C-class) transport between aircraft and airport terminals	movement	x	4
2.10	3.6.2 (a)(2)	Crew transport between aircraft and airport terminals	movement	x	1
2.11	-	Assistance during walk boarding (embarkation)	pax	x	10
2.12	-	Assistance during walk boarding (disembarkation)	pax	x	10
2.13	-	Assistance during walk boarding (minimum)	flight	x	2
2.14	3.6.10 (a)(1)	Safeguarding of all loads requiring special handling (e.g. valuables) during loading/unloading	agent/hour	x	3
2.15	3.6.10 (a)(2)	Safeguarding of all loads requiring special handling (e.g. valuables) during transport between aircraft and designated point of the airport	agent/hour	x	3
2.16	3.7.1 (a)	Air Start Unit	15 mins	x	7
2.17	3.9.3 (a)	Additional push back (Narrow body)	20 mins	x	3

2.18	3.9.3 (a)	Additional push back (Wide body)	20 mins	x	1
2.19	3.9.3 (b)	Towing of aircraft (Narrow body)	20 mins	x	2
2.20	3.9.3 (b)	Towing of aircraft (Wide body)	20 mins	x	1
2.21	3.11.2	Cleaning of passenger and crew compartments (other than flight deck)	turnaround flight	x	7
2.22	3.11.7 (a)	Changing of head rest covers	turnaround flight	x	3
2.23	6.3.1 (a)(1)	Storage space for passenger ULDs (from the 11 th ULD)	ULD/day	x	3
3	Participant's qualification			20	x
3.1	-	Numbers of handled flights during 2015 year	a number of flights	x	50
3.2	-	Numbers of participant's customers handled as of July 2016 year	clients volume	x	50

The order of evaluation:

The sum of the importance of the evaluation criteria is 100 percent. The sum of the importance of indicators for each criterion is 100 percent.

The procedure for the evaluation and comparison of applications:

The valuation method of the applications for the Request of quotations will be performed through the proposals' comparability, which have different valuation by reference to different criteria.

To get the final valuation for the different-type criteria's system (criteria which has different physical significance) will be used 10-points scale.

1. Criteria valuation is the function of its definition

$$K_{ij} = f(P_{ij} P_{ij}^{bas})$$

It's taken that in estimating, the functional dependences of the criteria and its valuation will be used:

The criteria that can be described as «less is best», is defined by the formula:

$$1) K_{ij} = 10 \times \frac{P_{ij}^{bas}}{P_{ij}} \times V_{criteria}$$

where:

K_{ij} - weight average point of i – participant upon j – criteria;

P_{ij}^{bas} - basis value, lowest (therefore best) value of the specific criteria from the values offered by the Participants

P_{ij} – proposal ij of Participant;

$V_{criteria}$ – coefficient of the criteria's weight (in accordance with the Table 1).

2) For parameters that can qualitatively describe the "more is better" following formula is used:

$$2) K_{ij} = 10 \times \frac{P_{ij}}{P_{ij}^{bas}} \times V_{criteria}$$

where: P_{ij}^{bas} - the largest (and therefore best) of all applicants proposed this indicator.

The customer has the right as one of the basis of comparison of price proposals made calculations on the average monthly domestic euro exchange rate used to compare price offers of all participants without VAT.

In assessing the party requesting proposals, which gave the best (lowest) offer for each indicator of the criterion of "Tariff for basic ground handling, exhibited the highest

possible scores and the scores obtained by other participants, calculated as a relative by the above formula. Similarly, scores are calculated for indicators of criterion Rate for additional services." The indicators for each criterion are taken into account in Euro. The number of points earned by the participant for each indicator is multiplied by the weight of this indicator. The number of points earned by the participant under criterion is defined as the sum of scores on all indicators of this criterion, multiplied by the ratio of the weight of the criterion.

Making an assessment of the participant of the current tender, giving the best (the biggest one) proposal under the following indicators No. 3.1, 3.2, of criteria "participant's qualification", the maximum possible points are exhibited and points earned by the other participants shall be calculated as relative to the above formula No.2. The participant will earn 0 points, if it doesn't provide information of any indicator requested herein. The abovementioned indicators must be considered in numbers of units. Total points of each indicator earned by each participant of the current tender are multiplied by the weighting factor of the indicator. Total points of the criteria are calculated as a sum of points earned in each indicator of the criteria and multiplied by weighting factor.

The final score obtained participant calculated by summing the scores for each evaluation criterion of the application. The evaluation of applications, each application is assigned a corresponding rating. Application with the highest number of points assigned to the first room.

The winner of the RFP will be the party to whom the offer designated set of criteria with given weights obtained the highest number of points.

The expert group will present the results of the consideration, evaluation and comparison of the applications to Tender board in way of expert opinions with applications' ranking.

The Tender board will take decision of the winner's designation basing on written expert opinion and applications' ranking and still the Tender board can make autonomy decision.

15. Conditions of agreement conclusion

The Agreement will be concluded with one or several Participants of the Request for quotations whose proposals can best meet the requirements of the Customer, which are set out in documentation; whose proposals contain best conditions of the Agreement's performance; their application's rating will be assigned number 1 and further number in order of increase.

The Participant of the Request for quotations, announced as a winner, shall execute the Agreement with the Customer over 15 days period starting upon the receipt of the Tender board result's notification. In case if the winner of Request for proposals digresses to execute the Agreement, Customer can execute the Agreement with the Participant whose application will be assigned number 2.

The Participant of the Request for proposals may offer cross-agreement subject to all compulsory conditions point out directly in the Procurement documentation.

Questionnaire Form of the Participant

1. Full and abbreviated name of the entity and its form of incorporation:	
Registration data:	
2.1. Date, place and registration authority	
2.2. Duration of the Company	
Address of the Participant	Country
	Address
	Telephone
	Fax
4. Banking details	
4.1. Name of servicing bank	
4.2. Transaction account	
5. Internet site and e-mail of the Participant	
6. Last name, first name, patronymic and title of the Company principal	

Participant Authorized signature

 _____/Full name/

Place of Seal

COMMERCIAL PROPOSAL FOR THE REQUEST FOR QUOTATIONS

1. _____
(Company-Participant name)

represented by _____
(Managerial position and his full name)

announce of consent to participate in the Request for quotations on the conditions stipulated in the above-mentioned documentation and submits the present quotation.

No	Name of the criterion	Item	Price without VAT	Euro Price with VAT
1	Ground Handling Charges			
1.1	A319	turnaround flight		
1.2	A320	turnaround flight		
1.3	B737-800	turnaround flight		
1.4	B777-200	turnaround flight		
1.5	B777-300	turnaround flight		
1.6	B747-400	turnaround flight		
2	Charges for Additional Services			
2.1	Special equipment, facilities and specially trained personnel for assistance to unaccompanied minors	UM		
2.2	Special equipment, facilities and specially trained personnel for assistance to passengers with reduced mobility	PRM		
2.3	Lounge facilities	pax		
2.4	Extra usage of GPU	30 mins		
2.5	Heating unit	30 mins		
2.6	Extra usage of passenger steps (Narrow body)	30 mins		
2.7	Extra usage of passenger steps (Wide body)	30 mins		
2.8	Passenger (Y-class) transport between aircraft and airport terminals	movement		
2.9	Passenger (C-class) transport between aircraft and airport terminals	movement		
2.10	Crew transport between aircraft and airport terminals	movement		
2.11	Assistance during walk boarding (embarkation)	pax		
2.12	Assistance during walk boarding (disembarkation)	pax		
2.13	Assistance during walk boarding (minimum)	flight		
2.14	Safeguarding of all loads requiring special handling (e.g. valuables) during loading/unloading	agent/hour		
2.15	Safeguarding of all loads requiring special handling (e.g. valuables) during transport between aircraft and designated point of the airport	agent/hour		
2.16	Air Start Unit	15 mins		
2.17	Additional push back (Narrow body)	20 mins		
2.18	Additional push back (Wide body)	20 mins		
2.19	Towing of aircraft (Narrow body)	20 mins		
2.20	Towing of aircraft (Wide body)	20 mins		
2.21	Cleaning of passenger and crew compartments (other than flight deck)	turnaround flight		
2.22	Changing of head rest covers	turnaround flight		

2.23	Storage space for passenger ULDs (from the 11 th ULD)	ULD/day		
3	Participant's qualification			
3.1	Numbers of handled flights during 2015 year	a number of flights		
3.2	Numbers of participant's customers handled as of July 2016 year	clients volume		

2. We hereby agree to _____ (*specify subject of procurement*) in accordance with the requirements given in the Terms of Statement of work, in the draft of the Agreement and under the terms that we provided in the present quotation.

3. If our quotation foregoing will be accepted, we undertake _____ (*specify subject of procurement*) in accordance with the terms of the documentation and our proposals.

4. If our application is declared as a winner we undertake to execute the Agreement with "Rossiya airlines" JSC for _____ (*specify subject of procurement*) over 15 days period starting upon the receipt of the result notification as a winner.

5. If our quotation is assigned as best after the quotation of the Winner of the Request for quotations but the winner digress to execute the Agreement with the Customer, we undertake to execute the Agreement for _____ (*specify subject of procurement*) in accordance with the documentation requirements and our quotation's conditions.

6. Be informed that to notify us efficiently insofar as it refers to organization and communication subjects with the Customer, we vest an authorized person to act:

(Full name, Contact number)

7. Address the correspondence to the following address:

Participant Authorized signature

_____/Full name/

Place of Seal

Statements of work

for conclusion the contract for ground handling services for Rossiya Airlines OJSC flights to the airport of Berlin (SXF, BER)

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 2008:

1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

- 1.1.2
- 1.1.3
- 1.1.4

1.2 Administrative Functions

- 1.2.1
- 1.2.2
- 1.2.3 (b)(c)(d)(e)(h)
- 1.2.4

2. PASSENGER SERVICES

2.1 General

- 2.1.1
- 2.1.2
- 2.1.3 (a)(R1 – upon request, R2 – upon request,4,5) (b)(6)
- 2.1.4
- 2.1.5
- 2.1.6 (a)
- 2.1.7 (a)(b)(c)(e)(f)
- 2.1.8
- 2.1.9 (a)(R3) (b)(1 – subject to the Carrier's GHM)

2.2 Departure

- 2.2.1
- 2.2.2 (a)
- 2.2.3 (a)(b)
- 2.2.4 (a)(b)(1,2)
- 2.2.5 (a)
- 2.2.6 (a)(b)
- 2.2.7
- 2.2.8
- 2.2.10 (a)(b)(1,2) (c)(1)
- 2.2.11 (a)
- 2.2.12
- 2.2.13 (c)(d)(e)(f)(g)(h)
- 2.2.14 (a)(b)(c)

2.3 Arrival

2.3.2

2.3.3

3. RAMP SERVICES

3.1 Baggage Handling

3.1.1 to 3.1.6

3.1.7 (a)

3.2 Marshalling

3.2.1 (a)

3.3 Parking

3.3.1 (a)(b)

3.3.2 (f - safety cones)

3.3.3 (a - 60 mins per turnaround included)

3.4 Cooling and Heating

R3.4.1 (a – on request)

R3.4.2 (a – on request)

3.5 Ramp to Flight Deck Communication

3.5.1

3.5.2 (a)(b)

3.6 Loading and Unloading

3.6.1 (a)(1- on remote: 1 step for A319, A320, B737 for max. 60 min per turnaround included; 2 steps for B777 and B747 for max 90 min per turnaround included) (b)(3) (c)(3)

R3.6.2 (a)(1 - on remote – as per of the Carrier's GHM)(separate transport for business class passengers – upon request)(2 – on remote, upon request)

3.6.3 (a)

3.6.4 (a)(1)

3.6.5 (a)(1,2,3,4,5)

3.6.6 (a)(b)(c)

3.6.7

3.6.8 (a)

R3.6.10 (a) (1 – upon request, 2 – upon request)

3.7 Starting

R3.7.1 (a – on request)

3.8 Safety Measures

3.8.1 (a)

3.8.2 (a)(b)(1, 2)

3.9 Moving of Aircraft

3.9.1 (a)

3.9.2 (b)

3.9.3 (a)(one pushback is included in turnaround)
(Rb – on request)

3.11 Interior Cleaning

R3.11.2 ((a)(b)(c)(d)(e)(f)(g)(h)(i)) – upon request

R3.11.7 (a – upon request)

3.11.10 (a) (b)

3.12 Toilet Service

3.12.1 (a)(1,2)

3.13 Water Service

3.13.1 (a)(1,2,3)

4. LOAD CONTROL. COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

4.1.1

4.1.2 (a)(b)(c)(d)(e)(1)

4.2 Communications

4.2.1 (a)(b)(c)(d)

4.2.2 (a)(b)

4.3 Flight Operations – General

4.3.1

4.3.2

4.4 Flight Operations – Flight Preparation at the Airport of Departure

4.4.1 (a)

4.4.2

4.4.3 (a)(b)(c)(d)

4.4.4 (a)(b)(c)(d)(e)(1,2)

4.4.5

4.4.7

4.6 Flight Operations – En-route Flight Assistance

4.6.1 (a)(b)

6. SUPPORT SERVICES

6.2 Automation/Computer System

- 6.2.1 (a)(1 – Sabre SSCI)
- 6.2.2 (a – Sabre SSCI)(3,4) (b)(5,6)

6.3 Unit Load Device (ULD) Control

- R6.3.1 (a)(1 – upon request)
- 6.3.2
- 6.3.3 (a)(b)
- 6.3.4
- 6.3.5

6.5 Ramp Fuelling/Defuelling Operations

- 6.5.1

6.6 Surface Transport

- R6.6.1 (a)(1,2)(c)
- 6.6.2

7. SECURITY

7.1 Passenger and Baggage Screening and Reconciliation

- 7.1.1 (b)(1,2)
- 7.1.2 (b)(1,2,3,4,5)
- 7.1.3 (b)(1,2,3)
- 7.1.4 (a)(1,2,3,4)

Services marked “R” are subject to additional charges or related administration fees, can be integrated in the contract.

Rates limits (maximum basic handling rate per turnaround flight) are as follows, EUR:

A319	-	750
A320*	-	776
B738	-	911
B772	-	2 538
B773	-	2 555
B744	-	3 517

*A320 - (the key aircraft type on the route in accordance with FV schedule IATA WS 2016/17)

2. Terms: handling services to be provided from 01.12.2016 till 30.11.2019.

3. Volumes: according to the current schedule of the Carrier (unapproved schedule of the Carrier for IATA WS 2016/17 attached hereto)

The services to be provided in accordance with the contract for handling services.

4. Settlement:

Settling an actual invoice – monthly, payment – bank transfer for actually provided services during the previous month. Settlement, terms, responsibility of the parties – in accordance with the contract, and in any case payment terms shall be not less 30 calendar days after receipt of invoice.

5. General requirements to the service:

The Handling Company must provide the ground handling services in accordance with the requirements and guidelines documents of the Airline.

The services must be provided in accordance with requirements and recommendations of ICAO, IATA and governmental bodies which codifies the principles and techniques of international air navigation at the place of services provision as well as internal guidelines documents of the Carrier in English on the official web-site of the Carrier.

6. General requirements to the company.

Duties, rights and responsibility of the company are set up by the contract.

The company must comply with the following criteria:

- have the appropriate license (for the whole duration of the agreement) to perform ground handling services at SXF, BER. The Participant of the current tender has to provide the Airline with a copy of the license signed by the management of the company.
- have employees which are at least 1-year experienced in the handling services outlined herein;
- have qualified personnel at the airport in the quantity which will be enough to perform all the services, duties which are defined in the contract (the appropriate qualification – to be confirmed by the copies of certificates on advance training, copies of certificates on dangerous cargo transportation training);
- have English-speaking staff for all flights of the Carrier.
- have means of communication: phone, fax, email, SITA, wireless signal and all the necessary means of transport;
- have the necessary access/passes to the airport, well-established relations with the handlers and agents of the Carrier;
- The participant must provide information about numbers of turnarounds handled per 2015 year.
- The participant must show its customers that are handled as of July 2016 in SXF. Under handling shall be considered full passenger and ramp handling in accordance with Annex A to the SGHA.
- The winner of the current tender must sign the attached agreement hereto for ground handling services. It is being considered acceptable to change wordings thereof as mutual agreed, excepting essential terms and conditions of the agreement specified by the Carrier. Moreover the winner undertakes to conclude a Service Level Agreement (SLA) with the Carrier attached hereto.

**STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0 LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2008

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”

This **Annex B1.0**

For the location : Schönefeld (SXF) and Branderburg (BER) Airports

is valid from : the 01st of December 2016
and replacing: : none

PREAMBLE This Annex B1.0 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 2008, as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B1.0 the parties confirm that they are familiar with aforementioned Main Agreement and Annex A.

Paragraph 1 - HANDLING SERVICES AND 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 at the following rates.

1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

- 1.1.2
- 1.1.3
- 1.1.4

1.3 Administrative Functions

- 1.3.1
- 1.3.2
- 1.3.3 (b)(c)(d)(e)(h)
- 1.2.4

2. PASSENGER SERVICES

2.1 General

- 2.1.1
- 2.1.2
- 2.1.3 (a)(R1 – upon request, R2 – upon request,4,5) (b)(6)
- 2.1.4
- 2.1.5
- 2.1.6 (a)
- 2.1.7 (a)(b)(c)(e)(f)
- 2.1.8
- 2.1.9 (a)(R3) (b)(1 – subject to the Carrier's GHM)

2.2 Departure

- 2.2.1
- 2.2.2 (a)
- 2.2.3 (a)(b)
- 2.2.4 (a)(b)(1,2)
- 2.2.5 (a)
- 2.2.6 (a)(b)
- 2.2.7
- 2.2.8
- 2.2.10 (a)(b)(1,2) (c)(1)
- 2.2.11 (a)
- 2.2.12
- 2.2.13 (c)(d)(e)(f)(g)(h)
- 2.2.14 (a)(b)(c)

2.3 Arrival

- 2.3.2
- 2.3.3

3. RAMP SERVICES

3.1 Baggage Handling

- 3.1.1 to 3.1.6
- 3.1.8 (a)

3.2 Marshalling

- 3.2.1 (a)

- 3.3 Parking**
 - 3.3.1 (a)(b)
 - 3.3.2 (f - safety cones)
 - 3.3.3 (a - 60 mins per turnaround included)
- 3.4 Cooling and Heating**
 - R3.4.1 (a – on request)
 - R3.4.2 (a – on request)
- 3.5 Ramp to Flight Deck Communication**
 - 3.5.1
 - 3.5.2 (a)(b)
- 3.6 Loading and Unloading**
 - 3.6.1 (a)(1- on remote: 1 step for A319, A320, B737 for max. 60 min per turnaround included; 2 steps for B777 and B747 for max 90 min per turnaround included)
(b)(3) (c)(3)
 - R3.6.2 (a)(1 - on remote – as per of the Carrier’s GHM)(separate transport for business class passengers – upon request)(2 – on remote, upon request)
 - 3.6.3 (a)
 - 3.6.5 (a)(1)
 - 3.6.5 (a)(1,2,3,4,5)
 - 3.6.6 (a)(b)(c)
 - 3.6.7
 - 3.6.8 (a)
 - R3.6.10 (a) (1 – upon request, 2 – upon request)
- 3.7 Starting**
 - R3.7.1 (a – on request)
- 3.8 Safety Measures**
 - 3.8.1 (a)
 - 3.8.2 (a)(b)(1, 2)
- 3.9 Moving of Aircraft**
 - 3.9.1 (a)
 - 3.9.2 (b)
 - 3.9.3 (a)(one pushback is included in turnaround)
(Rb – on request)
- 3.11 Interior Cleaning**
 - R3.11.2 ((a)(b)(c)(d)(e)(f)(g)(h)(i)) – upon request
 - R3.11.7 (a – upon request)
 - 3.11.10 (a) (b)
- 3.12 Toilet Service**
 - 3.12.1 (a)(1,2)
- 3.13 Water Service**
 - 3.13.1 (a)(1,2,3)

4. LOAD CONTROL. COMMUNICATIONS AND FLIGHT OPERATIONS

- 4.1 Load Control**
 - 4.1.1
 - 4.1.2 (a)(b)(c)(d)(e)(1)
- 4.2 Communications**

- 4.2.1 (a)(b)(c)(d)
- 4.2.2 (a)(b)

4.3 Flight Operations – General

- 4.3.1
- 4.3.2

4.4 Flight Operations – Flight Preparation at the Airport of Departure

- 4.4.1 (a)
- 4.4.2
- 4.4.3 (a)(b)(c)(d)
- 4.4.4 (a)(b)(c)(d)(e)(1,2)
- 4.4.5
- 4.4.7

4.6 Flight Operations – En-route Flight Assistance

- 4.6.1 (a)(b)

6. SUPPORT SERVICES

6.2 Automation/Computer System

- 6.2.1 (a)(1 – Sabre SSCI)
- 6.2.2 (a – Sabre SSCI)(3,4) (b)(5,6)

6.3 Unit Load Device (ULD) Control

- R6.3.1 (a)(1 – upon request)
- 6.3.2
- 6.3.3 (a)(b)
- 6.3.4
- 6.3.5

6.5 Ramp Fuelling/Defuelling Operations

- 6.5.1

6.6 Surface Transport

- R6.6.1 (a)(1,2)(c)
- 6.6.2

7. SECURITY

7.1 Passenger and Baggage Screening and Reconciliation

- 7.1.1 (b)(1,2)
- 7.1.2 (b)(1,2,3,4,5)
- 7.1.3 (b)(1,2,3)
- 7.1.4 (a)(1,2,3,4)

Services marked “R” are subject to additional charges or related administration fees, can be integrated in the contract.

1.1.1 The basic handling charges for the services mentioned above are specified in EUR:

SSJ100
A319
A320
B738
B772
B773
B744

- 1.2 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.3 Handling in case of technical and/or fuelling landing for other than commercial purposes will be charged at fifty percent (50%) of the above prices in Sub-Paragraph 1.1.1, provided that a physical change of load is not involved.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for technical handling in accordance with Sub-paragraph 1.1.1 above
- 1.5 No extra charges will apply for providing the services on legal holidays, at night or overnight stops.
- 1.6 Whenever a flight operates 1 hour or more delayed (between landing – on block and departure – off block) for reasons not caused by the Handling Company, the Handling Company has the right to charge the Carrier additionally with 10% of the handling charges.
- 1.7 Handling of load in/empty out flights will be the following reduction of the rates under Sub-Paragraph 1.1.1.:
- Ferry in – live out = 25% reduction
Live in – ferry out = 35% reduction.
- 1.8 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office 48 hours prior to the scheduled departure time.
- 1.9 Any flights cancelled between 48 and 24 hours before schedule departure will be charged at 50% of the applicable handling fee.
- 1.10 Any flights cancelled between 24 and 12 hours before schedule departure will be charged at 70% of the applicable handling fee.
- 1.11 Any flights cancelled between 12 –0 hours before scheduled time of departure will be charged at 100% of the rates listed in Paragraph 1.
- 1.12 The Handling Company shall send *the detailed station report* (Attachment 2 hereto) for each flight to the Carrier (in frames of the Handling Company's duties only), within 12 hours after the departure of the flight to e-mail operation@rossiya-airlines.com.
- 1.13 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:
- a) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa) while verification during check-in process.
 - b) The Handling company is responsible for:
 - Checking the presence of passenger's passport and visa of the Russian Federation;
 - Checking the validity of all travel documents (passport, visa) with the exception of fake or forged travel documents when the forgery is not easily detectable;
 - Checking the entry permit according to the visa type (single or multiple entry visa).

Documents and visa control shall be only based on travel document requirements published in travel information manual (TIM) and the TIMATIC information system.

In case of failure to provide travel documents (passport, visa) or in case of travel documents expiration, the passenger shall not be allowed to board of aircraft. Should a passenger with expired travel documents arrive to the Russian Federation initial border crossing, the Carrier has the right to redirect the imposed penalty to the Handling Company in accordance with the Central Bank of the Russian Federation exchange rate (EUR/RUB) valid at the date of

administration act (Police RF) issuance. Expenses linked with return carriage of the passenger (provided and/or arranged at the Carrier's cost) will be reimbursed by the Handling Company to the Carrier at the factual costs.

- 1.14 All documentation concerning the flight must be given to the supervisor of the Carrier in Berlin, Germany not later than 2 days after the flight operated. In case of the supervisor's non-existence the flight documentation must be sent to Rossiya Airlines HQ in St. Petersburg or Moscow (depending on an airport of destination from Berlin), attn. Accounting Department, Ms. Tatiana Kulik (not later than 2 days after the flight operated). Forwarding of documentation is accompanied by *register creation in agreed form*. The scan-copy of the register must be provided to the Carrier in 2 days after the first request.

*The Handling Company is responsible for the loss of any flight documentation and its validity until given to the supervisor of the Carrier or the documentation has been received by the Carrier in case of the supervisor non-existence.

The package includes:

- Load sheet
- Flight coupons
- Checklist of pax which were checked-in upon e-tickets (with numbers of e-tickets)
- FIM (as provided by the Carrier)
- EXB receipts (copies), if and as received by the Ticket counter in SXF, BER
- Cargo and post way bills (cargo and post volumes must get in line with load sheet data), cargo manifests.

Paragraph 2 – ADDITIONAL CHARGES

- 2.1 All other services and equipment not included in Paragraph 1 of this Annex will be charged as follows:

SGHA Sub-Section 2008	Additional Services	Unit	Rate, EUR
2.1.3 (a)(1)	Special equipment, facilities and specially trained personnel for assistance to unaccompanied minors	per UM	
2.1.3 (a)(2)	Special equipment, facilities and specially trained personnel for assistance to passengers with reduced mobility	per PRM	
2.1.9 (a)(3)	Lounge facilities	per pax	
3.3.3 (a)	Extra usage of GPU	per 30 mins	
3.4.2 (a)	Heating unit	per 30 mins	
3.6.1 (a)(1)	Extra usage of passenger steps (Narrow body)	per 30 mins	
3.6.1 (a)(1)	Extra usage of passenger steps (Wide body)	per 30 mins	
3.6.2 (a)(1)	Passenger (Y-class) transport between aircraft and airport terminals	per movement	
3.6.2 (a)(1)	Passenger (C-class) transport between aircraft and airport terminals	per movement	
3.6.2 (a)(2)	Crew transport between aircraft and airport terminals	per movement	
-	Assistance during walk boarding (embarkation)	per pax	
-	Assistance during walk boarding (disembarkation)	per pax	
-	Assistance during walk boarding (minimum)	per flight	
3.6.10 (a)(1)	Safeguarding of all loads requiring special handling (e.g. valuables) during loading/unloading	per agent	
3.6.10 (a)(2)	Safeguarding of all loads requiring special handling (e.g. valuables) during transport between aircraft and designated point of the airport	per agent	
3.7.1 (a)	Air Start Unit	per 15 mins	

3.9.3 (a)	Additional push back (Narrow body)	per 20 mins	
3.9.3 (a)	Additional push back (Wide body)	per 20 mins	
3.9.3 (b)	Towing of aircraft (Narrow body)	per 20 mins	
3.9.3 (b)	Towing of aircraft (Wide body)	per 20 mins	
3.11.2	Cleaning of passenger and crew compartments (other than flight deck)	per turnaround flight	
3.11.7 (a)	Changing of head rest covers	per turnaround flight	
6.3.1 (a)(1)	Storage space for passenger ULDs (from the 11 th ULD)	per ULD/day	

All other additionally requested services shall be charged at the 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 disbursement made by the Handling Company on behalf of the Carrier (if requested by the Carrier) will be reimbursed by the Carrier at the cost price plus an accounting surcharge of 10%.

Paragraph 4 – SETTLEMENTS OF ACCOUNTS

Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices every 10 (ten) days 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 the invoices' scanned copies must be sent to the Carrier's Accounting Dept. email: OKR@rossiya-airlines.com

The originals must be sent to:

Rossiia Airlines OJSC
Pilotov Street 18/4
Saint-Petersburg 196210
Russia
Attn. Accounting Department, Director of the Department, Ms. Tatiana Kulik

- 4.2 **The Handling Company's bank details:**

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.

- 4.4 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.

If the Carrier permanently (during as minimum 2 subsequent months) fails to fulfill its obligations under this Sub-paragraph 4, the Handling Company has the right to request monthly prepayment to cover for the Carriers operations. Before to request the prepayment the Handling Company is obliged to send to the Carrier official notification in written and duly signed where the required new method of payment is required, at least 10 business days in advance.

Paragraph 5 – TRANSFER OF SERVICES

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

<i>Location</i>	<i>Company</i>	<i>Service Items</i>

- 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 (2008) of the Main Agreement shall be as follows

Aircraft Type	Limit (per incident) USD
SSJ100/A319/A320/B737-800	
B777-200/300	
B744	

- 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 who could be avoided if procedures were followed. Notwithstanding Sub-Article 8.5 any claim below USD 3000 shall be indemnified too.
- 6.3 Referring to Sub-Article 8.6 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission who could be avoided if procedures were followed. Notwithstanding Sub-Article 8.6 any claim below USD 500 shall be indemnified too.

Paragraph 7 - DURATION, MODIFICATION AND TERMINATION

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 01st of December 2016 till the 30th of November 2019. 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 the Sub-paragraph 7.1 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:

The charges set forth in paragraph 1 and 2 of this Annex B are subject to an annual price adjustment by the Handling Company starting from August 2017 and for any subsequent year where this contract shall remain into force.

Such price adjustment shall be based on the annual average rate of change of the consumer price index (CPI) for the country where the services detailed in this Annex B are provided. The copy of the official publication source (Federal Statistical Office of the Federal Republic of Germany (Destatis)) contained mentioned information with economic indicators must be provided to the Carrier preliminary. Nevertheless such price adjustment cannot be more than 2% annually. The Handling Company informs the Carrier officially in written (in accordance with §8 below) about such adjustment as minimum 30 calendar days before it comes into effect. The notification must include the new rates for basic handling and additional services as well as the validity period for the new rates mentioned.

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. 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, JURISDICTION, APPLICABLE LAW

- 9.1 Notwithstanding the provisions of Article 9 of the Main Agreement, the arbitrator shall be appointed by the Courts of Germany in Berlin.
- 9.2 Notwithstanding the provisions of Sub-Article 9.1(5) of the Main Agreement, the applicable law shall be the law of Germany.
- 9.3 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 – SERVICE LEVELS AND STANDARDS

- 10.1 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels and Standards mutually agreed upon between the Parties. Service Levels and Standards to be finalized as Side Letter/Amendment to the current Standard Ground Handling Agreement. The duration and start date for SLA is the same as for SGHA. By signing of this SGHA the Handling Company takes the responsibility to sign the SLA offered by the Carrier and mutually agreed by the parties.
- 10.2 The local representatives or any other designated persons from the Parties will meet at mutually agreed intervals to monitor the actual performance and inform each other on projects likely to have impact on agreed standards.

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.

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 shall provide the Carrier with the information in respect to all it's owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Attachment 1 to the present Agreement, attaching confirming documents.
- 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 later shall inform Rossiya Airlines about them with the confirming documents attached.

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.

This agreement is made in two originals, 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

.....

.....

ATTACHMENT 1 **INFORMATION ON BENEFICIARIES (HOLDING MORE THAN 5% OF SHARES) (EXAMPLE)***

Contract (bank details, subject matter, total amount, validity)					Name of the counterparty					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
No. of contract and the date of entering into force	Subject matter of the contract	Total amount of the contract	Contract's validity	Bank details and legal address of the counterparty	Taxpayer identification No.	State registration No.	Name of the company	CEO name	CEO ID/ passport details	Taxpayer identification No.	State registration No. (for legal entities)	Name of the owner/ beneficiary	Registered address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the docs confirming the info about owners, shareholders and beneficiaries

Signed the
at St Petersburg

For and on behalf of
Rossiya Airlines JSC

.....

Signed the
at

For and on behalf of

.....

*Notice: in the schedule there must be set detailed information about the chain of counterparty's owners (founders/shareholders; in relation of founders/shareholders, who are legal entities, please complete the information of those legal entities' founders, owners etc., including the ultimate beneficiaries.

ИНФОРМАЦИЯ О БЕНЕФИЦИАРАХ (ИМЕЮЩИХ БОЛЬШЕ 5% АКЦИЙ) (ПРИМЕР)

Договор (банковские реквизиты, предмет, общая сумма, срок действия)					Название контрагента					Информация о собственниках/ (включая конечных собственников/бенефициаров)					
Номер договора и дата вступления в силу	Предмет договора	Общая сумма договора	Номер договора и дата вступления в силу	Предмет договора	Общая сумма договора	Номер договора и дата вступления в силу	Предмет договора	Общая сумма договора	Номер договора и дата вступления в силу	Предмет договора	Общая сумма договора	Номер договора и дата вступления в силу	Предмет договора	Общая сумма договора	Номер договора и дата вступления в силу

Подписано
в г. Санкт-Петербурге

За и от имени
АО «Авиакомпания «Россия»

Подписано
в

За и от имени

.....

.....

...

*В таблице указывается подробная информация о цепочке собственников контрагента (учредители/ акционеры; в отношении учредителей/ акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организации 1.1 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1)