

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Provision of ground handling services in Varna international airport (Varna, Bulgaria)

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

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

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

### 1. General Conditions

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

This procedure includes   1   lot(s).

<b>Lot No.</b>	1				
<b>Designation of subject of the contract (lot):</b>	Provision of ground handling services in Varna international airport (Varna, Bulgaria)				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>562 800</b>	<b>EUR</b>	<b>Not determined</b>	<b>item</b>	<b>52.23.19.190</b>	<b>52.23.19</b>
<b>Place of delivery/performance of work/service provision (address):</b>	<b>Varna Airport, Bulgaria</b>				

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

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

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

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

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

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

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

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

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

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

Time and date of bids submission beginning	18.00 Moscow time «01» June 2017.
Time and date of bids submission deadline	10.00 Moscow time «20» June 2017.
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «27» June 2017.

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

Helena Tirkaya: +7 (812) 6 333 949  
e-mail: tender@rossiya-airlines.com

## 2.3. Contact person for Terms of Reference issues:

Tatiana Arkhipova +7 (812) 6 333 999 доб.3612  
e-mail: T.Arkhipova@rossiya –airlines.com

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

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

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

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

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

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

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

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

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

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

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

2.11. If upon the deadline for submission of bids for the request for quotations as specified in the documentation for the request for quotations the Customer receives only one bid for the request for quotations, although the request for quotations shall be declared void the bidding commission shall review this bid according to the procedure stipulated in the present documentation. If both reviewed bid for the request for quotations and the

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

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

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

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

Payment method shall be bank transfer.

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

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

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

4.2.5. The procurement bidder shall have no outstanding liabilities in respect to taxes and levies, and other obligatory payments to budgets of the budget system of the Russian Federation (except for the amounts subject to granted delay, payment by installments, or investment tax credit in accordance with the Russian legislation concerning taxes and levies re-structured in accordance with the Russian legislation, for which there is legally effective

court award to recognize the applicant obligation to pay these amounts executed performed or which have been are recognized as uncollectibles in accordance with the tax and levy legislation of the Russian Federation) for recent calendar year.

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

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

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

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

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

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

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

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

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

5.1.3. Quotation in accordance with it. 5.6÷5.8.

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

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

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

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

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

- Basic handling rate for handling of one turnaround flight operated on A319;
- Basic handling rate for handling of one turnaround flight operated on A320;
- Basic handling rate for handling of one turnaround flight operated on B737-800;
- Basic handling rate for handling of one turnaround flight operated on B777;
- Basic handling rate for handling of one turnaround flight operated on B747.

5.7. Quotations shall be submitted for each lot separately.

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

5.8.1. Possibility of submission of an alternative quotation:

not anticipated

5.8.2. Possibility of subcontracting anticipated in frames of provision of additional services such as cleaning and etc.

5.9. Lot separability: not anticipated.

5.10. Application software: not anticipated.

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

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

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

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

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

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

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

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

Bid of procurement bidder will be rejected in case:

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

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

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

d) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;

e) Clarifications for the bid for the request for quotations are not provided when requested by the bidding commission;

- f) The procurement bidder is listed in blacklist of suppliers;
- g) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- h) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- i) Of any other negative information resulted revealed during the check.

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

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

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

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

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

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

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

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

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

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

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Criterion 1. Basic handling rate for handling of one turnaround flight operated on A319	To calculate the number of points using the formula: $S_{\text{basic}} / S_{\text{proposed}} \times K$ , where: - $S_{\text{basic}}$ - the best (lowest) of all the proposals of the participants; - $S_{\text{proposed}}$ - the proposal of the participant; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	25
Criterion 2. Basic handling rate for handling of one turnaround flight operated on A320	To calculate the number of points using the formula: $S_{\text{basic}} / S_{\text{proposed}} \times K$ , where: - $S_{\text{basic}}$ - the best (lowest) of all the proposals of the participants; - $S_{\text{proposed}}$ - the proposal of the participant; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	25
Criterion 3. Basic handling rate for handling of one turnaround flight operated on B737-800	To calculate the number of points using the formula: $S_{\text{basic}} / S_{\text{proposed}} \times K$ , where: - $S_{\text{basic}}$ - the best (lowest) of all the proposals of the participants; - $S_{\text{proposed}}$ - the proposal of the participant; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	30
Criterion 4. Basic handling rate for handling of one turnaround flight operated on B777	To calculate the number of points using the formula: $S_{\text{basic}} / S_{\text{proposed}} \times K$ , where: - $S_{\text{basic}}$ - the best (lowest) of all the proposals of the participants; - $S_{\text{proposed}}$ - the proposal of the participant; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	10
Criterion 5. Basic handling rate for handling of one turnaround flight operated on B747	To calculate the number of points using the formula: $S_{\text{basic}} / S_{\text{proposed}} \times K$ , where: - $S_{\text{basic}}$ - the best (lowest) of all the proposals of the participants; - $S_{\text{proposed}}$ - the proposal of the participant; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	10
		<b>100</b>



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

6.7. Placing final score to a bid:

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

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

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

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

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

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

6.9. For the purpose of evaluation and benchmarking of the bids for the request for quotations, the bidding commission will involve experts and specialists from the customer divisions and, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the results of the evaluation shall be submitted to the bidding commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case, parties involved into bids evaluation and comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

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

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

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

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

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

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

## **8. Final provisions**

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

## **9. Appendices**

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

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

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

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

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

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

<p>14.<sup>3</sup> Other:</p> <ul style="list-style-type: none"> <li>• Document confirming presence of employees at least one year experienced in the handling services outlined herein (on the companies' blank in free form).</li> <li>• Document confirming presence of employees providing handling services, who speaks English/ Russian language (on the companies' blank in free form).</li> <li>• Information about number and qualification of companies' personnel at the airport (on the companies' blank in free form).</li> <li>• Information about means of communication (email, SITA, phones, wireless signal and etc.), as well as means of transport owned by the company (on the companies' blank in free form).</li> </ul>	
<p><b>5. Contact person</b></p> <p style="text-align: right;"><i>(specify name, surname, phone, fax, e-mail)</i></p> <p><b>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</b></p>	
<p style="text-align: center;"><i>(state designation of procedure)</i></p>	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p><i>(position of the chief executive officer)</i></p> <p>Date of compilation</p> </div> <div style="text-align: center;"> <p><b>Stamp</b></p> </div> <div style="text-align: right;"> <p><i>(signature)</i></p> <p>« <u>          </u> » <u>          </u> <u>          </u></p> <p style="text-align: center;"><i>(DD) (MM) (YYYY)</i></p> </div> <div style="text-align: right;"> <p><i>(state name)</i></p> </div> </div>	

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

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

<b>Application for Bidding <sup>4</sup></b> <b>in the public request for quotations:</b>
(specify name of the procurement procedure, number of procedure, and lot number, if required)
1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them
(specify full name of legal entity / name, surname of individual)
registered at the following address:
(specify place of business of legal entity / place of residence of individual)
proposes to conclude a contract for
(specify subject of the contract)
in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for quotations.
Commercial proposal: <ul style="list-style-type: none"> <li>Basic handling rate for handling of one turnaround flight operated on A319 - ____ EUR;</li> <li>Basic handling rate for handling of one turnaround flight operated on A320 - ____ EUR;</li> <li>Basic handling rate for handling of one turnaround flight operated on B737-800 - ____ EUR;</li> <li>Basic handling rate for handling of one turnaround flight operated on B777 - ____ EUR;</li> <li>Basic handling rate for handling of one turnaround flight operated on B747 - ____ EUR.</li> </ul>
2. We hereby inform (declare) that
(specify full name of legal entity / name, surname of individual)
Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).
Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.
3. We hereby guarantee accuracy of information in the bid for the request for quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for quotations conditions equal for all bidders.

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

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

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

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

### **Terms of Reference**

1. **Type of the service:** 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.

#### **SECTION 1 MANAGEMENT FUNCTIONS**

##### **1.1 Representation**

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, f, g, i) for a period of 90 (ninety) days

1.2.4

1.2.5 (c)

1.2.6 (a) on request with 5% disbursement

##### **1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)**

1.3.4

1.3.8

##### **1.4 Station Management**

1.4.5 on request including assistance in CAA permits getting

1.4.7

#### **SECTION 2 – PASSENGER SERVICES**

##### **2.1 General**

2.1.1

2.1.3 (a)(1-6 ) on request and *at additional charge*

2.1.4 (a) in accordance with the Carrier's GOM, coordinate with the crew and supervisor.

2.1.5

2.1.6 (a)

2.1.7

2.1.8 (a)(1)(1 check-in counter for each 60 pax booked, separate check-in counter for business class pax is a must; check-in counters to be opened at least 120 mins prior to STD depending on the number of passengers booked) (2) arrival service/ lost&found (3), (a)(4) *at additional charge*

##### **2.2 Departure**

2.2.1

2.2.2 (a)(1)(4)

2.2.3 (a)(b)(1)(4)

2.2.4 (a)(b)(1)(2)(a)(d)

2.2.5 (a) (1)

2.2.6 (a)(b)(1)(2)(a)

2.2.7 (a)(b – if applicable)(c)

2.2.8 (a)

2.2.10 (a)(b (*materials to be provided by the Carrier or by the Handling company at additional charge*))(c)(1)(2)(a)(b-if applicable)(c)(d)

2.2.11 (a)(1)(4)

2.2.12 (a)

2.2.13 (a)(d)

2.2.14 (a)(d)



2.2.15 (a)(b)(c) in accordance with the requirements of the Carrier specified in manuals  
 2.2.16 (a)(b)(c) in accordance with the Carrier's instructions, documents to be forwarded to the supervisor at the airport

### **2.3 Arrival**

2.3.1 (b)

2.3.2 (a)

2.3.4 (a)(1)(2) the Handling company WT account (3) in 5 days (6)(b)(5 by the Carrier's contract with the 3<sup>rd</sup> Party)

## **SECTION 3 – RAMP SERVICES**

### **3.1 Baggage Handling**

3.1.1 (1)

3.1.2 (a)(b)

3.1.3 (a)(b)

3.1.4 (a)(b)

3.1.5 (in accordance with the Carrier's manuals and instructions)

3.1.6 (a)(b)

3.1.7 (a)(1)(3)(b)(2)

3.1.8

### **3.2 Marshalling**

3.2.1 (a)

### **3.3 Parking**

3.3.1 (a)(b)

3.3.2 (a)(b)(6)

### **3.4 Ancillary Items**

3.4.1 (a)(c)(1) (60 mins included);(3)(4)(5) (on request and at additional charge), (b)(2)

### **3.5. Ramp to Flight Deck Communication**

3.5.1

3.5.2 (a)(b)(c)

### **3.6 Loading and Unloading**

3.6.1 (a)(c)(1)

3.6.2 (a)(1) (provided at additional charge in accordance with the Carrier's GHM; separate transport for business class passengers is a must); (2) (on request and at additional charge)

3.6.3 (a)(c)

3.6.4 (a)(1)(2) except items, which are pre-packed and/ or pre-ordered

3.6.5 (a)(1)(2)(3)(4)( 5)(6)

3.6.6 (a)(b)(c-at additional charge)(d)(e)

3.6.7 (a)

3.6.8 (a) or (b)

3.6.9 (a) or (b)(1)(2)

### **3.7 Safety Measures**

3.7.1 (a) (1)(2) Fire-fighting security at refueling of aircraft with passengers on board will be provided on request and at additional charge

3.7.2 (a)(1)(2)

3.7.3

### **3.8 Moving of Aircraft**

3.8.1 (a)(1)(2) at additional charge (4)

3.8.2 (b)

### **3.10 Interior Cleaning (on request and at additional charge)**

3.10.1 (b)(2)(3)(4)(5)(6)(7)(8)(9)

3.10.2 (a)(b)

3.10.3 (a)(d)(2)

### **3.11 Toilet Service**

3.11.1 (a)(1)(2) (on request and at additional charge)

### **3.12 Water Service**

3.12.1 (a)(1)(2) (on request and *at additional charge*)

## **SECTION 4 – LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS**

### **4.1 Load Control**

4.1.1

4.1.2 (a)(b)(1)

### **4.2 Communications**

4.2.1

4.2.2 (a)(b)

4.2.3 (a)(b)

### **4.3 Flight Operations**

4.3.1

4.3.2 (a) (1)(2) on request and *at additional charge*

4.3.3 (a) or (b)(1)

4.3.4 (a)(b)(c)(1) on request

4.3.5 (b)(1)

4.3.6 (a)(b)(1)

4.3.8 (c)(1)(2)

4.3.9

### **4.4 Crew Administration**

4.4.1

4.4.3 (b)

4.4.4

4.4.7

## **SECTION 5 – CARGO AND MAIL WAREHOUSE SERVICES (Separate charge)**

### **5.1 Cargo and Mail Handling - General**

5.1.1 (a)(1)(2)(3)(4)(5)(7)(10)

5.1.2 (b)(c)

5.1.3 (a)(b)

### **5.2 Customs Control**

5.2.1 (a)(b)(c)(d)(1)(2)

### **5.3 Documentation handling**

5.3.1 (a)(b)(c)(d)(e)(f)(g)(h)(i)

5.3.2 (a)(b)

5.3.4 (a)(1)

### **5.4 Physical Handling Outbound/ Inbound**

5.4.1 (b)(c)(d)(e)

5.4.2

5.4.3 (a)(b)(c)(1)(2)(3)

5.4.4 (a)(b)(c)

5.4.5 (a)(b)

5.4.6 (1)(2)(3)(4)

5.4.7 (a)(b)(c)(d)

### **5.6 Post Office Mail**

5.6.1 (a)(b)

5.6.2

5.6.4

5.6.5 (a)(b)(a)(b)(c)

5.6.6

## **SECTION 6 – SUPPORT SERVICES**

### **6.2 Automation / Computer Systems**

6.2.1 (a)(c)(2)

6.2.2 (b)( 3,4,6),(c)(5)

**6.3 Unit Load Device (ULD) Control**

6.3.1 (a)(1)(2)(3) on request

6.3.2

6.3.3 (a)(b)

6.3.4

6.3.5

**6.5 Ramp Fuelling / Defueling Ops.**

6.5.1

6.5.3

6.5.4

**6.7 Catering Services – Liaison & Adm.**

6.7.1

**SECTION 7 – SECURITY****7.1 Passenger/Bag Screening & Reconciliation**

7.1.1 (a)(1)(2)

7.1.2 (a)(3)(4); (b)(1)(2)

7.1.3 (b)(1)(2) ; (a)(3)

7.1.4 (a)(1)(2)(3)(4)

**7.2 Cargo and Post Office Mail**

7.2.1 (a)(1)(2)(3)(4)(5)

**7.4 Ramp**

7.4.1 (a)(1)

7.4.2 (a)(2)(c)

7.4.3 (a)(1)(2)

2. **Period of service provision:** 16 October 2017- 15 October 2020.

3. **Volumes:** not determined. There can be changes in flight schedule.

For reference only number of turnaround flights operated to VAR:

*IATA SS 2016:*

*B737-800 – 44 turnaround flights;*

*A319 – 67 turnaround flights;*

*A320 – 49 turnaround flights.*

*IATA SS 2017:*

*B737-800 – 69 turnaround flights;*

*A319 – 69 turnaround flights;*

*A320 – 23 turnaround flights.*

The services will be provided in accordance with SGHA.

**4. Settlement:**

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

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

1. The services must be provided in accordance with the internal guidelines and instructions of the Carrier (the documents are provided in English, access to the documents will be provided after the contract signing) and requirements and recommendations of ICAO, IATA and governmental bodies which codifies the principles and techniques of international air navigation at the place of handling services provision.

2. The Handling Company shall have the license for provision of all the above mentioned services at VAR airport.
3. The Handling Company's employees shall be at least 1-year experienced in the handling services outlined herein. (confirmed by information letter on the companies' blank in free form).
4. The Handling Company shall have the English-speaking/ Russian-speaking staff for flights of the Carrier. English-speaking staff is obligatory requirement. (confirmed by information letter on the companies' blank in free form).
5. The Handling Company shall have qualified personnel at the airport in the quantity which will be enough to perform all the services, duties which are defined in the contract. (confirmed by information letter on the companies' blank in free form).
6. The Handling Company shall have means of communication: phone, fax, email, SITA, wireless signal and all the necessary means of transport. (confirmed by information letter on the companies' blank in free form).
7. AUS standard does not apply.

The Participant may propose it's own draft of the agreement taking into account all the obligatory terms, which prescribed in the present documentation. It is being considered acceptable to change wordings thereof as mutual agreed, excepting essential terms and conditions of the agreement specified by the Carrier in the present Appendix 3 "Terms of reference".

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

**Draft Contract**  
**STANDARD GROUND HANDLING AGREEMENT**  
**SIMPLIFIED PROCEDURE**

**ANNEX B 1.0 –**                      **Location (s), agreed services, facilities and charges, to the Standard Ground Handling Agreement (SGHA) of January 2013**

Between:                              **Rossiia Airlines JSC**

having its principal office at: 18/4 Pilotov street  
Saint-Petersburg 196210 Russia

and hereinafter referred to as “the Carrier”

And:                                      **XXX**

having its principal office at: **XXX**

and hereinafter referred to as “the Handling Company”

The Carrier and/ or the Handling Company may hereinafter be referred to as “the Party (ies)”.

**This Annex:**                              **B 1.0**

**For the location (s):**                      **Varna Airport (IATA – VAR, ICAO – LBWN)**

**Is valid from:**                              **16 October 2017**

**Until:**                                      **15 October 2020**

**And replaces:**                              **XXX**

**PREAMBLE:** This Annex B is prepared in accordance with the simplified procedure whereby the Parties 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 to this Annex B 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 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.

### **SECTION 1 MANAGEMENT FUNCTIONS**

#### **1.1 Representation**

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, f, g, i) for a period of 90 (ninety) days

1.2.4

1.2.5 (c)

1.2.6 (a) on request with 5% disbursement

#### **1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)**

1.3.4

1.3.8

#### **1.4 Station Management**

1.4.5 on request including assistance in CAA permits getting

1.4.7

### **SECTION 2 – PASSENGER SERVICES**

#### **2.1 General**

2.1.1

2.1.3 (a)(1-6 ) on request and *at additional charge*

2.1.4 (a) in accordance with the Carrier's GOM, coordinate with the crew and supervisor.

2.1.5

2.1.6 (a)

2.1.7

2.1.8 (a)(1)(1 check-in counter for each 60 pax booked, separate check-in counter for business class pax is a must; check-in counters to be opened at least 120 mins prior to STD depending on the number of passengers booked) (2) arrival service/ lost&found (3), (a)(4) *at additional charge*

#### **2.2 Departure**

2.2.1

2.2.2 (a)(1)(4)

2.2.3 (a)(b)(1)(4)

2.2.4 (a)(b)(1)(2)(a)(d)

2.2.5 (a) (1)

2.2.6 (a)(b)(1)(2)(a)

2.2.7 (a)(b – if applicable)(c)

2.2.8 (a)

2.2.10 (a)(b (*materials to be provided by the Carrier or by the Handling company at additional charge*))(c)(1)(2)(a)(b-if applicable)(c)(d)

2.2.11 (a)(1)(4)

2.2.12 (a)

2.2.13 (a)(d)

2.2.14 (a)(d)

2.2.15 (a)(b)(c) in accordance with the requirements of the Carrier specified in manuals

2.2.16 (a)(b)(c) in accordance with the Carrier's instructions, documents to be forwarded to the supervisor at the airport

#### **2.3 Arrival**

2.3.1 (b)

2.3.2 (a)

2.3.4 (a)(1)(2) the Handling company WT account (3) in 5 days (6)(b)(5 by the Carrier's contract with the 3<sup>rd</sup> Party)

## **SECTION 3 – RAMP SERVICES**

### **3.1 Baggage Handling**

3.1.1 (1)

3.1.2 (a)(b)

3.1.3 (a)(b)

3.1.4 (a)(b)

3.1.5 (in accordance with the Carrier's manuals and instructions)

3.1.6 (a)(b)

3.1.7 (a)(1)(3)(b)(2)

3.1.8

### **3.2 Marshalling**

3.2.1 (a)

### **3.3 Parking**

3.3.1 (a)(b)

3.3.2 (a)(b)(6)

### **3.4 Ancillary Items**

3.4.1 (a)(c)(1) (*60 mins included*);(3)(4)(5) (*on request and at additional charge*), (b)(2)

### **3.5. Ramp to Flight Deck Communication**

3.5.1

3.5.2 (a)(b)(c)

### **3.6 Loading and Unloading**

3.6.1 (a)(c)(1)

3.6.2 (a)(1) (*provided at additional charge in accordance with the Carrier's GHM; separate transport for business class passengers is a must*); (2) (*on request and at additional charge*)

3.6.3 (a)(c)

3.6.4 (a)(1)(2) except items, which are pre-packed and/ or pre-ordered

3.6.5 (a)(1)(2)(3)(4)( 5)(6)

3.6.6 (a)(b)(c-*at additional charge*)(d)(e)

3.6.7 (a)

3.6.8 (a) or (b)

3.6.9 (a) or (b)(1)(2)

### **3.7 Safety Measures**

3.7.1 (a) (1)(2) *Fire-fighting security at refueling of aircraft with passengers on board will be provided on request and at additional charge*

3.7.2 (a)(1)(2)

3.7.3

### **3.8 Moving of Aircraft**

3.8.1 (a)(1)(2) *at additional charge* (4)

3.8.2 (b)

### **3.10 Interior Cleaning (on request and at additional charge)**

3.10.1 (b)(2)(3)(4)(5)(6)(7)(8)(9)

3.10.2 (a)(b)

3.10.3 (a)(d)(2)

### **3.11 Toilet Service**

3.11.1 (a)(1)(2) (*on request and at additional charge*)

### **3.12 Water Service**

3.12.1 (a)(1)(2) (*on request and at additional charge*)

## **SECTION 4 – LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS**

### **4.1 Load Control**

4.1.1

4.1.2 (a)(b)(1)

## **4.2 Communications**

4.2.1

4.2.2 (a)(b)

4.2.3 (a)(b)

## **4.3 Flight Operations**

4.3.1

4.3.2 (a) (1)(2) on request and *at additional charge*

4.3.3 (a) or (b)(1)

4.3.4 (a)(b)(c)(1) on request

4.3.5 (b)(1)

4.3.6 (a)(b)(1)

4.3.8 (c)(1)(2)

4.3.9

## **4.4 Crew Administration**

4.4.1

4.4.3 (b)

4.4.4

4.4.7

# **SECTION 5 – CARGO AND MAIL WAREHOUSE SERVICES (Separate charge)**

## **5.1 Cargo and Mail Handling - General**

5.1.1 (a)(1)(2)(3)(4)(5)(7)(10)

5.1.2 (b)(c)

5.1.3 (a)(b)

## **5.2 Customs Control**

5.2.1 (a)(b)(c)(d)(1)(2)

## **5.3 Documentation handling**

5.3.1 (a)(b)(c)(d)(e)(f)(g)(h)(i)

5.3.2 (a)(b)

5.3.4 (a)(1)

## **5.4 Physical Handling Outbound/ Inbound**

5.4.1 (b)(c)(d)(e)

5.4.2

5.4.3 (a)(b)(c)(1)(2)(3)

5.4.4 (a)(b)(c)

5.4.5 (a)(b)

5.4.6 (1)(2)(3)(4)

5.4.7 (a)(b)(c)(d)

## **5.6 Post Office Mail**

5.6.1 (a)(b)

5.6.2

5.6.4

5.6.5 (a)(b)(a)(b)(c)

5.6.6

# **SECTION 6 – SUPPORT SERVICES**

## **6.2 Automation / Computer Systems**

6.2.1 (a)(c)(2)

6.2.2 (b)( 3,4,6),(c)(5)

## **6.3 Unit Load Device (ULD) Control**

6.3.1 (a)(1)(2)(3) on request

6.3.2

6.3.3 (a)(b)



6.3.4

6.3.5

**6.5 Ramp Fuelling / Defueling Ops.**

6.5.1

6.5.3

6.5.4

**6.7 Catering Services – Liaison & Adm.**

6.7.1

**SECTION 7 – SECURITY****7.1 Passenger/Bag Screening & Reconciliation**

7.1.1 (a)(1)(2)

7.1.2 (a)(3)(4); (b)(1)(2)

7.1.3 (b)(1)(2) ; (a)(3)

7.1.4 (a)(1)(2)(3)(4)

**7.2 Cargo and Post Office Mail**

7.2.1 (a)(1)(2)(3)(4)(5)

**7.4 Ramp**

7.4.1 (a)(1)

7.4.2 (a)(2)(c)

7.4.3 (a)(1)(2)

**Paragraph 1 - BASIC 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 charge the Carrier for the performance of the agreed services as specified in Paragraph 1 of this Annex at the following rates (*in EUR*):

<b>Passenger aircraft types:</b>	<b>per turnaround flight in EUR (VAT not included)</b>
A319	
A320	
B737-800	
B777	
B747	

- 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, 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 1.3 above.
- 1.5 In case of diversions of aircraft from its scheduled destination due to any reason and consequent Irregularity handling (i.e. arrange surface transport), a charge of 75% of the standard handling charges is applicable for services provided at the scheduled airport of departure.
- 1.6 No extra charges will apply for providing the services on legal holidays and Sundays.
- 1.7 Whenever a flight operates 3 hours or more delayed for reasons not caused by the Handling Company, the Handling Company has the right to charge the Carrier for staff cost (including overtime if applicable).
- 1.8 Handling of load in/ferry out flights will be charged at 70% from the basic rates and handling of ferry in flights will be charged at 80% of the rates under Sub-Paragraph 1.1
- 1.9 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.
- 1.10 Any flights cancelled between 48 and 24 hours before schedule departure will be charged at 25% of the applicable handling fee.

- 1.11 Any flights cancelled between 24 and 0 hours before schedule departure will be charged at 50% of the applicable handling fee.
- 1.12 No extra charge will apply in case of night service (between 22.00LT and 07.00LT).
- 1.13 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2013 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 an aircraft. Should a passenger with expired travel documents arrive to Russian airport, the Carrier has the right to redirect the imposed penalty to the Handling Company in accordance with the exchange rate (EUR/RUB) valid at the date of administration act (Police RF) issuance, provided that the penalty has been caused directly by the Handling company's own negligent act or omission.

- 1.14 All documentation concerning the flight must be sent to Rossiya Airlines JSC Office not later than on the next flight after the flight operated (if not advised the other in written). Forwarding of documentation is accompanied by register creation in agreed form.

The Handling Company is responsible for the loss of any flight documentation and its validity until it is forwarded to the Carrier's supervisor at the airport.

The package includes (if applicable):

- Load sheet
- Passenger List
- Flight coupons
- Checklist of pax which were checked-in upon e-tickets (with numbers of e-tickets)
- EXB receipts, as received from the Ticket counter
- MCO
- Bound EMD list
- Cargo manifest
- Cargo AWBs
- Mail manifest
- Mail AWBs (CN38 form)

- 1.15 The Handling Company shall provide the register of the lounge visitors on the monthly basis according to the instruction received from the Carrier in written. An example of the register:

Information about the passenger				Information about the Card (if applicable)			
No	Flight number	Date	Passenger name	Card Type (Gold, Platinum...)	Card number	Airline, that provided the card	Presence of 1 invited passenger
1	SU/FVxxxx	dd/mm/yyyy	Mr. X Y	Gold	xxxxxxxxxxx	Aeroflot	1
2	SU/FVxxxx	dd/mm/yyyy	Mr. Y X	Elite	xxxxxxxxxxx	Skyteam	-
3	SU/FVxxxx	dd/mm/yyyy	Ms. X X	no card, Business class	-	-	-
...	...	...	...	...	...	...	...

In case of an absence of any required information related to the visitor within the register, the Carrier reserves the right not to pay for such visitor.

The access to the Lounge should be provided for the following categories of Carrier's passengers:

- a) Business Class passengers
- b) Passengers with a GOLD or PLATINUM Aeroflot (Elite Plus) Bonus Card (in this case the holder of Bonus Card may invite 1 (one) passenger with him free of charge). Attention: the Lounge shall be provided even if the passenger-holder of GOLD or PLATINUM Aeroflot Bonus Card is travelling in economy class.
- c) Passengers with SkyTeam Cards with Elite Plus level. In this case the holder of Bonus Card may invite 1 (one) passenger with him free of charge. Attention: the Lounge shall be provided even if the passenger-holder of SkyTeam Cards with Elite Plus level is travelling in economy class.

In case of any changes in the rules of Lounge provision, the Carrier will inform the Handling company about such changes in advance by prior written notice.

## **Paragraph 2 – ADDITIONAL CHARGES**

2.1 All other services and equipment not included in Paragraph 1 and 2 of this Annex will be charged for at local rates, prevailing at the time such services are performed.

ANNEX A SECTIONS (2013)	TYPE OF SERVICE OR EQUIPMENT	PER (UNIT)	CHARGE, EUR (VAT not included)
2.1.3 (a)(1)	UM	Pax	
2.1.3 (a)(2)	PRMs	Pax	
2.1.3 (a)(3)	VIP	Per case	
2.1.3 (a)(4)	TWOV	Pax	
2.1.3 (a)(5)	deportees	Pax	
2.1.8 (a)(4)	Lounge facilities	Pax	
2.2.10 (b)	Materials: boarding pass	Per 1 boarding pass	
3.4.1 (a)(1)	GPU (In excess of 60 mins)	Per 15 mins	
3.4.1 (a)(3)	Cooling unit	Per hour	
3.4.1 (a)(4)	Heating unit	Per hour	
3.4.1 (a)(5)	Air start unit	Per start	
3.6.2 (a)(1)	Passenger transport	Per trip	
3.6.2 (a)(2)	Crew transport	Per trip	
3.6.6 (c)	Redistribute Loads in aircraft	Per case	
3.7.1	Fire-fighting security	Per case	
3.8.1 (a)(1)(2)	Push-back narrow body	Per service	
	Push-back wide body	Per service	
	Towing narrow body	Per service	
	Towing wide body	Per service	
3.10: 3.10.1(b)(2)(3)(4) (5)(6)(7)(8)(9) 3.10.3 (a)(d) (2)	Interior cleaning	Per turnaround flight	
3.10.2(a)(b)	Destroy food and material left from incoming flight	Per 1 waste bag	
	Remove food and material left from incoming flight	Per service	
3.11.1 (a)(1)(2)	Toilet service	Per service	
3.12.1 (a)(1)(2)	Water service	Per service	
4.3.2 (a)(1)(2)	Provision of meteorological documentation and aeronautical information	Per service	
<b>Section 5 Cargo and mail warehouse services</b>			
Up to 10 kg	Cargo and mail handling	Per shipment	

10.01 – 20.00 kg			
20.01 – 50.00 kg			
50.01 – 100.00 kg			
100.01 – 250.00 kg			
Over 250 kg			

All other additionally requested services shall be charged at the current local rates pointed in the official price list with providing to the Carrier 20% discount and this price-list is provided to the Carrier in written and duly signed together with the first factual invoice and then with each update of the mentioned (not later than in 3 business days after the factual update).

**Paragraph 3 - DISBURSEMENTS**

3.1 Any disbursement made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at the cost price plus an accounting surcharge of 5%.

**Paragraph 4 - SETTLEMENTS OF ACCOUNTS**

Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices twice a month 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 issuance.

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](mailto:OKR@rossiya-airlines.com)

4.2 The Handling Company's bank details:

Company name:

Bank name:

Bank address:

SWIFT:

IBAN:

Bank details of the Carrier:

Company name: «Rossiya Airlines» joint stock company

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA

SWIFT: SABRRU2P

Acc. transit 40702978455001000080

Acc. current 40702978155000000080

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. Confirmation is the bank order.

Any mistakes in invoices found have no term of limitation.

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

4.4 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 15 business days in advance.

**Paragraph 5 - TRANSFER OF SERVICES**

5.1 The Handling Company subcontracts following companies, who perform following services:

<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 Carrier shall have the right to audit the sub-contractors.

**Paragraph 6 - LIMIT OF LIABILITY**

6.1 The limit of liability referred to in Sub-Article 8.5 (2013) of the Main Agreement shall be as follows:

<b>Aircraft Type</b>	<b>Limit of Liability (USD)</b>
Narrow body	750.000,00
Wide body	1.000.000,00

**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 shall continue in force for a period from 16 October 2017 till 15 October 2020. Nevertheless either Party can terminate the present agreement at any time by 60 days prior written notice to the other Party. Extension of the contract shall apply as per sub-paragraph 7.3.

7.2 Notwithstanding above sub-paragraph 7.1, if in the opinion of the Carrier the Handling Company fails to provide a consistently satisfactory level of service, the Carrier reserves the right to provide the Handling Company with written notice to the effect that urgent correction is required within 30 (thirty) calendar days. If the Handling Company fails to correct the situation within 30 (thirty) calendar days, the Carrier may terminate the Agreement upon an additional 30 (thirty) calendar days prior written notice at any time.

7.3 At the end of the period mentioned in sub-paragraph 7.1, the present agreement can be prolonged for another period of time by signing of an Addendum to the current Annex B 1.0.

7.4 The total amount of the contract during the period of its validity shall not exceed 562 800 EUR. In case of factual excess the contract is considered to be terminated if the appropriate Addendum was not signed. This limitation is fixed for the Carrier's own purposes only. Nevertheless the mentioned amount is not deemed by the Parties as a compulsory amount to be paid.

7.5 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current SGHA.

7.6 All modifications of this agreement must be done in written and signed by both Parties.

7.7 Yearly Price Revision:

The charges set forth in this Annex B may be subject to an annual price adjustment by the Handling Company starting from 16 October 2018 and for any subsequent year where this contract shall remain in force.

Such price adjustment will be based on the increase of the Base Index (the all-items harmonized index of consumer prices (HICP) in the Euro-zone as determined by EUROSTAT, as published and valid for the month of signing of this Agreement) in comparison to the New Index (the all-items harmonized index of consumer prices (HICP) in the Euro-zone as determined by EUROSTAT, for December of each year of the Contractual Period), calculated by multiplying the rates effective by the New Index, and dividing that number by the Base Index. The copy of the official publication source contained mentioned information with economic indicators must be provided to the Carrier preliminary. Nevertheless such price adjustment cannot be more than 3% 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 force. This notification must include the new rates for basic handling and additional services as well as the validity period for the new rates mentioned.

**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:**

**Rossiia Airlines JSC**  
 Pilotov Street 18/4  
 Saint-Petersburg 196210  
 Russia  
 Attn. Anna Nayda  
 Tel. +7 812 6333981  
 e-mail: [a.nayda@rossiya-airlines.com](mailto:a.nayda@rossiya-airlines.com)  
[contract@rossiya-airlines.com](mailto:contract@rossiya-airlines.com)

To the **Handling Company:**

**XXX**

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.

**Paragraph 9 – ARBITRATION, JURISDICTION, APPLICABLE LAW**

- 9.1 Notwithstanding the provisions of Sub-Article 9.1(5) of the Main Agreement, the applicable law shall be the substantive law of Bulgaria.
- 9.2 In case of any disputes regarding the text of the current agreement the Parties and legal bodies 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, labor dispute, 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 its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form, which will be provided by the Carrier additionally, attaching confirming documents.

- 13.2 In case of changes in the direct ownership or of substantial changes in the structure of executive bodies, the Handling Company later shall inform the Carrier 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.

**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 sub-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, one for each Party.

Signed the  
at St Petersburg  
For and on behalf of  
Rossiya Airlines JSC

Signed the  
at  
For and on behalf of