

**APPROVED BY**  
**Deputy Director General for Economics**  
**and Finances**  
**Rossiya Airlines JSC**  
**A.Yu. Cheskidov**  
« \_\_\_\_\_ » \_\_\_\_\_ 2016 г.

**Documentation**  
**Purchase in the Territory of a Foreign State**

**Request for quotations for selection of contractor for provision of**  
**representative and supervising services for Rossiya Airlines JSC in the**  
**airport of**  
**Prague (the Check Republic)**

## **1. Information about Request for Quotations**

The present documentation has been developed according to the "Provision on Procurement of Goods, Works and Services of Rossiya Airlines JSC".

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. Terms and conditions of the Quotation Request and procedure of contract award are not public offer terms and conditions and do not cause any obligations for the customer for mandatory contract conclusion with the winner or other bidder.

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

## **2. Customer for the Request for Quotations in the Territory of a Foreign State**

Rossiia Airlines Joint Stock Company

Place of business/ mailing address: 18/4 Pilotov Str., St.Petersburg, 196210. **Phone +7 (812) 633-37-00, fax +7 (812) 633-38-10, Company official web-site - [www.rossiya-airlines.com](http://www.rossiya-airlines.com)**

Contact person of the bidding process organizer for issues related to bid preparation and submission:

Denis Grebeschuk

Phone: +8 (812) 6-333-999 ext. 24-65,

E-mail: tender@rossiya-airlines.com

Contact person of the bidding process organizer for technical issues and contract conclusion:

Anna Nayda

Phone/fax: +7 (812) 6 333 891 (ext. 36 09)

E-mail: A.Nayda@rossiya-airlines.com

## **3. Source of Financing**

**Equity capital of Rossiya Airlines JSC.**

## **4. Initial (maximum) contractual price for all services:**

Rate limits (maximum value of basic rate for supervising per a turnaround flight), EUR:  
75

## **5. Subject**

Provision of representative and supervising services for Rossiya Airlines JSC in the airport of Prague (the Check Republic).

## **6. Terms and Procedure of Contractual Payments**

Information regarding payment terms and procedure is given in Appendix No.3 Terms of Reference.

## **7. Place and Dates of Goods Delivery, Work Performance and Service Provision**

Information is provided in Appendix No.3 Terms of Reference.

## **8. Characteristics and Scope of Purchase**

Information is provided in Appendix No.3 Terms of Reference.

## **9. Place and Deadline of Request for Quotations Bid Submission**

In order to participate in the request for quotations procedure one should submit a Bid compiled in accordance with the documentation requirements before **10:00** (Moscow time) on the **15<sup>th</sup> of November, 2016**.

Bidder shall submit his Bid in writing. Bidder shall put the Bid into an envelope. Then the envelope shall be sealed. The envelope shall be marked with the following: "BID FOR REQUEST FOR QUOTATIONS FOR PROVISION OF REPRESENTATIVE AND SUPERVISING SERVICES FOR Rossiya Airlines JSC IN THE AIRPORT OF Prague (the Check Republic). TO THE TENDER DIVISION FOR ATTENTION OF D.A. GREBESCHUK, phone 6-333-999 (ext. 24-65). DO NOT OPEN BEFORE the 15<sup>th</sup> of November, 2016.

Bids shall be submitted in sealed envelopes at the following address: Tender Division, 18/4 Pilotov Str., St.Petersburg, 196210, Russia. , 10:00 to 13:00 and from 14:00 to 17:00 weekdays.

Deadline for Bids submission is not prior to the time specified in the Request for Quotations Notice (hereinafter referred to as Notice).

Bids for request for quotation submitted later than the deadline for bid submission shall be deemed late and shall not be reviewed.

## **10. Place and date of procurement bidder quotations review and summarizing procurement results:**

Procurement bidder quotations review and summarizing procurement result shall be performed at the following address: Office of the Chairman of the Bidding Commission, 18/4 Pilotov Str., St.Petersburg, 196210, **on the 22<sup>nd</sup> of November, 2016**.

## **11. Requirements to Contents of Documents Included into the Bid**

Bid to be submitted by a Bidder in accordance with the present documentation shall be compiled according to the list as per the Forms included into the documentation and shall include the following documents:

- Bidder's Questionnaire (as per the Form in Appendix No.1);
- Quote (as per the Form in Appendix No.2);
- Document authorizing powers of the person signing the contract on behalf of a company;
- Documents certifying state registration of the legal entity in accordance with legislation of the country;
- Documents certifying certification, licensing, approval and recognition according to the current legislation of the country;
- Informational letters about availability of:
  - Staff members who have work experience in ground handling servicing specified in the present document – at least 1 (one) year;
  - Skilled personnel in the airport;
  - Staff members who can speak Russian;
  - Communication means: phone, fax, e-mail, SITA, short-range radio, and transport vehicles;
  - Permits/entry-passes to the airport,
- Informational letters:
  - About number of turnaround flights during 1025;
  - List of their clients who were served in July, 2016;
  - Freedom from deposit for provision of any supervising functions.

## **12. Requirements to Procurement Bidders**

Bidders shall have all necessary documents for the right to carry out activities related to provision of supervising services in accordance with the legislation of the country of the Request for Quotation Bidder.

When placing a procurement order the following mandatory requirements for bidders for public request for quotations (hereafter referred to as Bidder) shall be established; for non-Russian residents as relevant:

- Bidders shall comply with the requirements established according to the Russian legislation for persons delivering goods, performing work and/or rendering services being a subject of a public request for quotations as follows:

Availability of current license for performance of this type of work issued by European aviation authorities;

- Bidder shall not be under liquidation as a legal entity and there shall be no any adjudication order for the bidder as a legal entity or initiated bankruptcy proceedings;

- Bidder's operations shall not be suspended according to the Russian Administrative Offences Code as of the date of the public Request for Quotation bid review;

- Bidder shall have no any arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the past calendar year. The bidder shall be deemed to be compliant with the relative established requirement if he has appealed against the above arrears according to the Russian legislation and no decision with respect to such claim has been made as of the date of the public Request for Quotation bid review;

- 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";

- Bidder shall have no any overdue accounts receivable and/or outstanding commitments to the Customer.

## **13. Quote Pricing Procedure**

Prices given in the Bidder's quote shall be indicated in EURO.

The price shall include **all expenses of the Bidder related to the procurement scope services.**

## **14. Selection of the Request for Quotations Winner:**

In order to reveal the best terms and conditions of contract performance the Bidding Commission will assess and compare the Bids against the following criterion:

- **Price of supervising per a turnaround flight**

The winner of the request for quotation will be the bidder whose quote is the best for the Customer with regard to the price.

## **15. Contract Award Conditions**

Contract shall be concluded with a bidder for the request for quotations whose bid meets, to the fullest extent, the Customer's requirements stipulated in the documentation, includes the best conditions of contract execution and was assigned the first number.

The procurement bidder shall sign the Contract with the Customer within 10 working days from the date of his notification about results of the request for quotations. If the winner of the request for quotations avoids concluding the contract Customer is entitled to conclude the contract with the bidder whose bid has been assigned the second number.

Procurement bidder may submit a counter draft contract provided all mandatory conditions expressly stipulated in the procurement documentation are met. And in this case all terms and conditions specified in the Terms of Reference (Appendix No.3 to the present documentation) are mandatory.

## Bidder's Questionnaire

<b>1. Full and Abbreviated Company Name and Type of Business Organization:</b>	
<b>2. Registration data:</b> 2.1. Registration date, place and authority	
2.2. Period of company activities	
<b>3. Bidder's address</b>	Country
	Address
	Phone
	Fax
<b>4. Bank Details</b>	
4.1. Name of designated bank	
4.2. Bank Account	
<b>5. Bidder's Web-site and e-mail address</b>	
<b>6. Name and Position of company chief executive officer</b>	

Signature of Chief Executive Officer (Duly Authorised Person)  
of the Bidder

/ Name /

**Company Chief Executive Officer**

\_\_\_\_\_  
(Name)

Stamp

## QUOTE FOR THE REQUEST FOR QUOTATIONS

1. \_\_\_\_\_  
(name of Bidder's company)

represented by \_\_\_\_\_  
(name and position of chief executive officer)

informs about their consent for bidding in the request for quotations under the terms and conditions stipulated in the documentation and submits the present quotation.

№	Rate for supervising per a turnaround flight	Service cost, EURO
1	Basic rate for supervising per a turnaround flight	

2. We have noted materials of the Terms of Reference that influence the service cost.

3. We agree \_\_\_\_\_ (specify subject of procurement) in accordance with the requirements of the Terms of Reference and the draft contract, and under the terms and conditions that we specified in the resent quote.

4. If our proposal specified above is accepted we undertake \_\_\_\_\_ (specify subject of procurement) in accordance with the requirements given in the documentation and according to our proposal.

5. We hereby confirm that

\_\_\_\_\_  
(Bidder's name)

is not under liquidation, bankruptcy proceedings and their operations are not suspended.

6. In case our bid is deemed to be a winning one we undertake to sign a contract with the Customer for \_\_\_\_\_ (specify subject of procurement) within 10 business days from the day of our notification as a winner.

7. In case our quotation is the second one after the quotation of the Winner of the request for quotations and the Winner is deemed to be avoiding entering into a contract with the Customer we undertake to sign a contract for \_\_\_\_\_ (specify subject of procurement) within 10 business days from the day of our notification.

8. If 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 on or before the date of the contract conclusion.

9. We inform that we authorize below mentioned person to receive routine notifications regarding organizational issues and to collaborate with the Customer:

\_\_\_\_\_  
(Name, phone number)

10. Correspondence addressed to our company should be forwarded to the following address:

\_\_\_\_\_  
Signature of Chief Executive Officer (Duly Authorised Person)  
of the Bidder

/ Name /

Stamp

**STATEMENTS OF WORK**  
**for conclusion the contract for supervision services for Rossiya Airlines JSC**  
**charter flights to the airport of Prague (PRG)**

1. **Kind of service:** Upon request of the Carrier the Supervisor shall provide to the Carrier, on charter flights and at locations as requested, the following services:

**SUPERVISORY FUNCTIONS**

- Supervising passenger handling ensuring that passengers receive the best possible service and a professional company image.
- Supervising all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
- Providing full support in case of interrupted, delayed or cancelled flights, including arrangement for information sharing, catering and accommodation (following strictly the Carrier's GHM), services for technical flights, alternate landing and other ad-hoc services in full compliance with GHM and instructions from the Carrier.

Provision of Services:

Extra services for passengers (mentioned above in p. 3) shall be provided for the account of the Carrier. Respective invoices with the appropriate and detailed supportive documentation shall be presented for the provided services. The Supervisor shall approve all service documents and send them to the Carrier.

Timeliness of information announcement to passengers shall be checked at the airport – the maximum possible conveniences shall be provided to passengers.

In case of prolonged flight delays, the Supervisor shall take a respective decision and arrange dispatching passengers to the point of destination by earlier flights of other airlines or by ground transport.

Extra services for passengers shall be provided according to the cost standards (maximum level) of the Carrier for provision of assistance to passengers of delayed flights which are as follows (cost standards are subject to revision, in case of which the Supervisor will be informed in written not later than at the date of revision official release):

Soft drinks – 5 EUR per passenger

Meals – 20 EUR per passenger

Hotel accommodation – 120 EUR per passenger per night

- Performing full crew briefing and support.
- Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier written request.
- Ensuring that all operational messages are properly dispatched.
- Liaising with the Carrier for slot coordination, as required (Slot coordination is included in the turnaround rate).
- Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies).
- Cooperating with the Carrier's designated representative, handling company and suppliers, as required.

- More specifically, the Supervisor will provide its best efforts to make sure that the ground handler's actions, related to the Carrier's activities, are properly and duly supervised.
- Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:
  - a) correct type of aircraft and configuration;
  - b) correct position of cabin divider when applicable;
  - c) specific rows have been blocked for UMNRO, WCHR, etc.;
  - d) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
  - e) ensure that flight is opened in the correct manner to process e-tickets correctly.
- Check departure, load and possible delay message from airport of departure.
- Check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
- Check that airport information public displays show correct data.
- Check Carrier's dedicated Check in counters:
  - a) number of check-ins is in accordance with booking figures;
  - b) counter is equipped with appropriate Carrier's signage;
  - c) display unit shows correct flight number, destination and class;
  - d) meet with Tour Operator Representative and coordinate all services required in accordance with the Carrier's instructions.
- Ensure that the Ground Handling company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
  - a) check in counters;
  - b) ticket, information and transfer desks;
  - c) business class lounge;
  - d) point of the embarkation/disembarkation.
- Ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions.
- Ensure that passengers are kept fully informed in case of irregularities.
- Decide, in accordance with the Carrier's instructions, when the Ground handling company, should issue meal or refreshment vouchers in case of delay.
- In case of major delay arrange in co-operation with the Ground handling company necessary catering, surface transport, accommodation of passengers and crew, in full compliance with the GHM. The Supervisor must prepare flight report upon every flight delay and send it to the Carrier's Operations and International Contract Dept. Major delay and/or flight disruption will be subject to separate charges by the Supervisor.
- In the event of a flight diversion to another airport, the Supervisor will take all possible steps necessary to inform passenger, secure transport between airports, begin arrangements and ensure that Ground Handling company is fully aware about the situation.
- Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
- Check standard of cleaning.
- Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
- Monitor the Carrier's slot time allocation and take the necessary actions in co-operation with the Carrier's Operations
- Check standard of ramp handling
  - a) Check that the gate is manned prior the boarding time;
  - b) Follow-up the gate announcements;
  - c) Ensure the gate is closed timely;
  - d) Ensure timely departure;
  - e) No-show or denied passengers' baggage shall be removed;

- f) Resend passengers' complaints.
- Arrange crew and /or other representatives' accommodation upon request of the Carrier.
  - Check standard and quality of passenger handling.
  - Use FIMs for rerouting of passengers. The Carrier provides FIMs to the Supervisor. The appropriate quantity of FIMs needed is advised by the Supervisor to the Carrier (based on the operational need). The Supervisor shall prepare reports on used FIMs every month. The reports originals shall be sent to the address of Accounting Department of Rossiya Airlines JSC but not later than 10th day of the month following the initial financial month.  
The report form is Attachment E to the contract.

### **ADMINISTRATIVE FUNCTIONS**

- By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the Attachment C of the contract.
- Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
- Check timely dispatch of operational messages.
- Ensure that flight is closed correctly in order to process the accepted E-Tickets.
- Check timely dispatch of all non-operational messages by the Ground Handling Company to the Carrier. Namely PRL, PFS, ETL (E-Ticket List).
- Collect the ticket coupons and e-boarding cards from Ground Handling Company, perform such post departure statistics as agreed and forward the coupons to the Carrier.

The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated.

This package includes the following:

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

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

- The Supervisor shall send detailed station report (Attachment C of the contract) for each flight to the Carrier within 12 hours after the departure.
- In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
- The Supervisor shall prepare Quality reports if claims upon quality of work provided take place (it includes also claims upon quantity of personnel provided, services provided on time) and send it to International Contracts Dept, if not included in the Post flight Reports
- Establish and maintain good relation with:
  - a) Carriers Ground Handling, Tour Operator and Ticketing Agent;
  - b) Airport Authorities and Government Agencies;

- c) Fuel suppliers;
- d) Hotels;
- e) Catering Company;
- f) Cleaning Company;
- g) Other parties involved in order to ensure the highest standards of punctuality and quality handling in general.

11. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest.

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

**Rates limits** (maximum supervision basic rate per turnaround flight) are as follows, **EUR: 75**

**Criteria** weight: 100%

Any disbursements made by the Supervisor on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 5 %.

**2. Terms:** handling services to be provided from 01.11.2016 till 31.10.2018.

**3. Volumes:** according to the planned schedule of the Carrier 1 flight per week during IATA WS 2016/17 from Moscow (Vnukovo airport) to Prague and v.v.

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

**4. Settlement:**

Settling an actual invoice – on fortnightly basis, payment – bank transfer for actually provided services during the previous period. 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 Supervision Company must provide the 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 supervision services at PRG. 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;
- have Russian-speaking staff for all charter flights of the Carrier. It's obligatory to have the possibility to interview the agents before the signing of the contract;
- 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 were supervised as of August 2016 in PRG;
- the participant must provide its list of beneficiaries according to the draft of the agreement;
- there is no any deposits for any of the supervisory functions hereof;
- the participant must provide official letter as a confirmation that it has the appropriate direct valid contracts (with list of companies' names) the hotels and cafes/restaurants/catering companies at/close to the airport (for the purposes of crew's and passengers' accommodation and meals provision in case of interrupted, delayed or cancelled flights, as well as for accommodation of the crew which operates crew relay race to Prague)
- the winner of the current tender must sign the attached agreement hereto for supervision 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.

**STANDARD REPRESENTATION AND SUPERVISION AGREEMENT**

between

**ROSSIYA AIRLINES JSC**

**having its principal office at :**

**Pilotov Str., 18/4, 196210 Saint-Petersburg, Russia**

**represented by its Director for Operations: Vladimir Ershov  
(hereinafter referred to as the "Carrier")**

and

**XXX**

**having its legal address at:**

**represented by its XXX:**

**(hereinafter referred to as the "Supervisor")**

valid from : 01.11.2016  
for the location/s : PRG  
replacing : none

Hereby the parties undertake and mutually agree as follows:

**1. SERVICES AND CHARGES**

Upon request of the Carrier the Supervisor shall provide to the Carrier, on flights and at locations as requested, the following services at the following rates:

**1.1. SERVICES**

- 1.1.1. Supervisory functions as provided in Attachment "A" to this Agreement;
- 1.1.2. Administrative functions as provided in Attachment "B" to this Agreement.

**1.2. CHARGES**

- 1.2.1. In consideration of the Services described in Attachments "A" and "B" to this Agreement the Supervisor shall be entitled to a compensation as follows:
  - 1.2.1.1. For supervisory functions as listed in the Attachment "A" rendered to a single charter flight of the Carrier to PRG: € XXX; VAT NOT INCLUDED, with russian speaking staff, per turnaround flight;
  - 1.2.1.2. Administrative functions as listed in the Attachment "B" herein: no charge
  - 1.2.1.3. In case of flight delay the following increase will be applied to the basic rates above:
    - Flight delay less than 2 hours – 0%
    - Flight delay from 2 to 4 hours – 25%
    - Flight delay from 4 to 8 hours – 50%
    - Flight delay more than 8 hours – 100%
  - 1.2.1.4 The Supervisor can provide services as per current agreement at other Czech airports (where the Supervisor is presented and licensed) on written request of the Carrier. The rate per turnaround flight in such case cannot be higher than the rate mentioned here for PRG.

**1.3. SPECIFICATIONS**

- 1.3.1. Fees referred in the Paragraph 1.2.1. are valid provided that the scheduled ground time of the flights does not exceed five hours; should schedule ground time exceed five hours, arrival and departure shall be treated as separate flights.
- 1.3.2. No extra charges shall apply to operations taking place at night or during Sundays and holidays.
- 1.3.3. Charges and fees referred above shall be fixed until October 31, 2017 and after that shall be subject to annual adjustments on the November, 1, in accordance with variation of the national index of inflation with prior written notification of the Carrier of such adjustments at least in 30 days with reference to the official source of publication of referred economic indicators.
- 1.3.4 Cancellation made between 24 - 48 hours before ETD will be charged at 50% of turnaround rate; Cancellations made more than 48 hours before ETD: no charge.  
Cancellation made less than 24 hours before STD will be charged at full turnaround rate.
- 1.3.5 In case of an official written request from the Carrier the services mentioned in Sub-Paragraph 1.1 hereof can be provided in other Czech airports by the rates mentioned in Sub-Paragraph 1.2 hereof.

## 2. INVOICING AND PAYMENTS

### 2.1. INVOICING

- 2.1.1. The Supervisor shall submit invoices on fortnightly basis to the Carrier for the services performed hereunder during the previous weeks (factual invoices) and the Carrier shall pay the Supervisor within 30 calendar days from the invoice's receipt date, in EUR, to the following bank account of the Supervisor:

Bank details of the Supervisor are:

**Bank Name: XXX**  
**Bank address: XXX**  
**SWIFT: XXX**  
**IBAN: XXX**

- 2.1.2. Bank details of the Carrier are:

**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**

Hard copies of invoices originals should be sent to the Accounting department of the Carrier once per month to the following address:

Rossiya Airlines JSC  
196210, Saint Petersburg,  
Pilotov str., 18/4  
Attn: Accounting Department  
Phone: +7 812 6 333 828  
Fax: +7 812 6 333 921; +7 812 6 333 840

Electronic copies of the actual service invoices should be sent to the following address of the Accounting Department of the Carrier at the date of invoice's issuance:

OKR@rossiya-airlines.com

## 2.2. DISBURSEMENTS

2.2.1. The Supervisor shall effect payments on behalf of the Carrier only upon official request of the Carrier.

2.2.2. Any disbursements made by the Supervisor on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 5 %.

## 2.3. BANK CHARGES

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

## 2.4. SUBCONTRACTING

2.4.1. The Supervisor is entitled to delegate any of the Services to subcontractors provided that it shall have obtained the prior written consent of the Carrier, which consent shall not be unreasonably withheld or delayed, it being understood that the Supervisor shall at all times remain responsible to the Carrier for the proper rendering of such Services as if they had been performed by the Supervisor itself.

2.4.2. The Supervisor shall send full list of subcontractors involved in provision of services according to this Agreement to the Carrier in advance.

## 3. AUDIT

The Carrier may, after prior written notice to the Supervisor, at its own cost, audit or engage the Supervisor for the purpose of auditing at the locations designated in this Agreement. Such notice shall contain a description of areas to be audited.

## 4. VALIDITY

### 4.1. DURATION

4.1.1. This Agreement shall be deemed to have come into force starting from 01 November 2016 and to have superseded any existing agreement, arrangement or the like. It shall remain in force for a period until 31 of October 2018 if not terminated by either party at any time and without restrictions giving 30 calendar days written prior notice to the other party.

4.1.2. Notwithstanding Sub-Para 4.1.1 hereof the total amount paid by the Carrier in frames of the current agreement shall not exceed 55 000 EUR. Such limit prescription is for the Carrier's internal purposes only. Mentioned amount is not deemed by the parties as a compulsory amount to be paid to the Supervisor. Once this amount is reached the agreement will be automatically terminated unless a new additional amount is mutually agreed.

### 4.2. TERMINATION

4.2.1. Each party shall be entitled to terminate this Agreement at any time subject to written notice delivered to the other party at least thirty calendar days prior to the date of termination.

## 5. STANDARD OF WORK

Rendering of services specified in this Agreement shall be in compliance with the Carrier's Ground Operations Manual (GHM). The Carrier shall provide the Supervisor with access to the GHM through the Carrier's official web-site ([www.rossiya-airlines.com](http://www.rossiya-airlines.com)).

## 6. DISCLOSURE OF INFORMATION

- 6.1. During 10 days period from the date of signing of this Agreement, the Supervisor shall provide the Carrier with information in respect to all its owners (beneficiaries), including ultimate beneficiaries (holding more than 5% of shares), as well as in respect to structure of executive bodies according to the form of the Attachment D to the present Agreement, with all the relevant supporting documentation.
- 6.2. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Supervisor shall immediately inform the Carrier of such changes, with all the relevant supporting documentation.
- 6.3. In case the obligations hereunder are violated or execution thereof is waived, the Carrier shall be entitled to terminate this Agreement unilaterally and within the extrajudicial procedure having notified thereabout to the Supervisor three (3) calendar days prior to the date of termination.
- 6.4. The Carrier is not entitled to disclose any information contained in this Agreement and Attachments to it to third Parties without prior written consent of the Supervisor, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the Supervisor will be notified accordingly.

## 7. FORCE MAJEURE

- 7.1. Both the Supervisor 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, revolution, act of terrorism, riot or civil commotion.

## 8. ARBITRATION

8.1 All controversy between the parties originating from or connected with this Agreement should be settled through direct negotiations. If a controversial question between the parties cannot be settled it should be represented on consideration in Court of Saint-Petersburg according to the legislation of Russia. 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.

## 9. NOTIFICATION

9.1 Any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Street: Pilotov str. 18/4

City, Country: Saint-Petersburg, Russia

Telephone : +7 (812) 6 333 891

E-mail : [a.nayda@rossiya-airlines.com](mailto:a.nayda@rossiya-airlines.com); [contract@rossiya-airlines.com](mailto:contract@rossiya-airlines.com)

Attn: Anna Nayda

To Supervisor:

Street: XXX

City, Country: XXX

Telephone: XXX  
E-mail: XXX  
Attn: XXX

Signed the  
in Saint- Petersburg

For and on behalf of the Carrier  
Supervisor

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

Signed the  
in

For and on behalf of the

## **ATTACHMENT A**

### **SUPERVISORY FUNCTIONS**

- Supervising passenger handling ensuring that passengers receive the best possible service and a professional company image.
- Supervising all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
- Providing full support when flights are interrupted delayed or cancelled, including arrangement information sharing, catering and accommodation, services for technical flights, alternate landing and other ad-hoc services in full compliance with GHM and instructions of the Carrier.

#### Provision of Services:

Extra services for passengers (mentioned above in p.3) shall be provided for the account of the Carrier. Respective invoices with the appropriate and detailed supportive documentation shall be presented for the provided services. The Supervisor shall approve all service documents and send them to the Carrier.

Timeliness of information announcement to passengers shall be checked at the airport – the maximum possible conveniences shall be provided to passengers.

In case of prolonged flight delays, the Supervisor shall take a respective decision and arrange dispatching passengers to the point of destination by earlier flights of other airlines or by ground transport.

Extra services for passengers shall be provided according to the cost standards (maximum level) of the Carrier for provision of assistance to passengers of delayed flights which are as follows (cost standards are subject to revision, in case of which the Supervisor will be informed in written not later than at the date of revision official release):

Soft drinks – 5 EUR per passenger

Meals – 20 EUR per passenger

Hotel accommodation – 120 EUR per passenger per night

- Performing full crew briefing and support.
- Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier written request.
- Ensuring that all operational messages are properly dispatched.
- Liaising with the Carrier for slot coordination, as required (Slot coordination is included in the turnaround rate).
- Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies).
- Cooperating with the Carrier's designated representative, handling company and suppliers, as required.
- More specifically, the Supervisor will provide its best efforts to make sure that the ground handler's actions, related to the Carrier's activities, are properly and duly supervised.
- Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:

- f) correct type of aircraft and configuration;
  - g) correct position of cabin divider when applicable;
  - h) specific rows have been blocked for UMNRO, WCHR, etc.;
  - i) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
  - j) ensure that flight is opened in the correct manner to process e-tickets correctly.
- Check departure, load and possible delay message from airport of departure.
  - Check availability and preparedness of staff, equipment, supplies and services of the Ground Handling company to perform ground handling services.
  - Check that airport information public displays show correct data.
  - Check Carrier's dedicated Check in counters:
    - e) number of check-ins is in accordance with booking figures;
    - f) counter is equipped with appropriate Carrier's signage;
    - g) display unit shows correct flight number, destination and class;
    - h) meet with Tour Operator Representative and coordinate all services required in accordance with the Carrier's instructions.
  - Ensure that the Ground Handling company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
    - e) check in counters;
    - f) ticket, information and transfer desks;
    - g) business class lounge;
    - h) point of the embarkation/disembarkation.
  - Ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions.
  - Ensure that passengers are kept fully informed in case of irregularities.
  - Decide, in accordance with the Carrier's instructions, when the Ground handling company, should issue meal or refreshment vouchers in case of delay.
  - In case of major delay arrange in co-operation with the Ground handling company necessary catering, surface transport, accommodation of passengers and crew, in full compliance with the GOM. The Supervisor must prepare flight report upon every flight delay and send it to the Carrier's Operations and International Contract Dept. Major delay and/or flight disruption will be subject to separate charges by the Supervisor.
  - In the event of a flight diversion to another airport, the Supervisor will take all possible steps necessary to inform passenger, secure transport between airports, begin arrangements and ensure that Ground Handling company is fully aware about the situation.
  - Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
  - Check standard of cleaning.
  - Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
  - Monitor the Carrier's slot time allocation and take the necessary actions in co-operation with the Carrier's Operations
  - Check standard of ramp handling
    - a) Check that the gate is manned prior the boarding time;
    - b) Follow-up the gate announcements;

- c) Ensure the gate is closed timely;
  - d) Ensure timely departure;
  - e) No-show or denied passengers' baggage shall be removed;
  - f) Resend passengers' complaints.
- Arrange crew and /or other representatives' accommodation upon request of the Carrier.
  - Check standard and quality of passenger handling.
  - Use FIMs for rerouting of passengers (in applicable cases). The Carrier provides FIMs to the Supervisor. The appropriate quantity of FIMs needed is advised by the Supervisor to the Carrier (based on the operational need). The Supervisor shall prepare reports on used FIMs every month. The reports originals shall be sent to the address of Accounting Department of Rossiya Airlines JSC but not later than 10th day of the month following the initial financial month.

The report form is Attachment E to the current contract.

Signed the  
in Saint -Petersburg  
For and on behalf of the Carrier  
Supervisor

Signed the  
in  
For and on behalf of the

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

## **ATTACHMENT B**

### **ADMINISTRATIVE FUNCTIONS**

- By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the Attachment C.
- Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
- Check timely dispatch of operational messages.
- Ensure that flight is closed correctly in order to process the accepted E-Tickets.
- Check timely dispatch of all non-operational messages by the Ground Handling Company to the Carrier. Namely PRL, PFS, ETL (E-Ticket List).
- Collect the ticket coupons and e-boarding cards from Ground Handling Company, perform such post departure statistics as agreed and forward the coupons to the Carrier.

The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated.

This package includes the following:

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

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

- The Supervisor shall send station report (Attachment C) for each flight to the Carrier within 12 hours after the departure.
- In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
- The Supervisor shall prepare Quality reports if claims upon quality of work provided take place (it includes also claims upon quantity of personnel provided, services provided on time) and send it to International Contracts Dept, if not included in the Post flight Reports
- Establish and maintain good relation with:
  - a) Carriers Ground Handling, Tour Operator and Ticketing Agent;
  - b) Airport Authorities and Government Agencies;
  - c) Fuel suppliers;
  - d) Hotels;
  - e) Catering Company;
  - f) Cleaning Company;

g) Other parties involved in order to ensure the highest standards of punctuality and quality handling in general.

11. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest.

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

Signed the  
in Saint -Petersburg

For and on behalf of the Carrier  
Supervisor

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

Signed the  
in

For and on behalf of the

**ATTACHMENT C**

**STATION REPORT AND OPERATIONAL MESSAGES**

**Station report of a flight delay (EXAMPLE)**

FLIGHT NUMBER: FV \_\_\_\_\_

DATE: \_\_\_\_\_

STATION REPORT		
AIRPORT:		
HANDLING AGENT:		
SUPERVISOR AGENT:		
<b>ARRIVAL</b> _____		
<b>Description</b>	<b>(UTC)</b>	<b>REMARK</b>
STA:		
ATD:		
ATA:		
PASSENGER BUS:		
DISEMBARKATION BEGIN:		
DISEMBARKATION COMPLETED:		
AIRCRAFT UNLOADING PROCESS COMPLETED:		
<b>DEPARTURE</b> _____		
<b>Description</b>	<b>BEGIN (UTC)</b>	<b>COMPLETED (UTC)</b>
CLEANING:		
CATERING LOADING:		
REFUELING:		
PASSENGERS NUMBER:		
CATERING ON BOARD:		
WEIGHT OF CARGO		
CHECK-IN :		
READY FOR BOARDING:		
BAGGAGE LOADING:		
CARGO LOADING:		
BOARDING:		
STD:		
DOORS CLOSED:		
PUSH BACK:		
GPU USED:		
DEICING:		
ATD:		
ATOT:		
CAUSES OF DELAY: (AHM CODES AND FREE TEXT)		
HOW THE PROBLEM WAS SOLVED:		
ADDITIONAL SERVICES PROVIDED TO PASSENGERS IN CASE OF DELAY MORE THAN TWO HOURS (PRICE PER UNIT/AMOUNT/TOTAL AMOUNT) :		

On the completion of the flight

Station Report shall be filled in and sent to the following email addresses of the Carrier's Operations:

[Operation@rossiya-airlines.com](mailto:Operation@rossiya-airlines.com)

Operational messages shall be sent to the addresses mentioned by the Carrier.

Signed the  
in Saint- Petersburg

Signed the  
in

For and on behalf of the Carrier  
Supervisor

For and on behalf of the

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

**ATTACHMENT D**

**INFORMATION ABOUT BENEFICIARIES (HOLDING MORE THAT 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	confirming the info about owners, shareholders and

\* 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.

Signed the  
in Saint Petersburg

For and on behalf of the Carrier

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

Signed the  
in

For and on behalf of the Supervisor

## ATTACHMENT E

### FIM movement register (EXAMPLE)

Initial financial month \_\_\_\_\_

		FIM №		Quantity (pcs.)
		Starting number	Stop number	
Opening balance				
	TOTAL surplus			
Receipts				
	TOTAL receipts			
Expenditures				
	TOTAL expenditures			
FIM was issued to	1			
	2			
	3			
	4			
	5			
	TOTAL			
Surplus as on the end of the month				
	TOTAL surplus			

Date of report « \_\_\_ » \_\_\_\_\_ 20\_\_ .

Director General \_\_\_\_\_

Chief accountant \_\_\_\_\_

Executive \_\_\_\_\_

Signed the  
in Saint Petersburg

For and on behalf of the Carrier

by Vladimir Ershov  
Director for Operations  
(POA 1Д-49 of 18.02.2016)

Signed the  
in

For and on behalf  
of Supervisor