

APPROVED

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

«____»_____ 2016

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

**Request for quotations with the aim to hire the services of supervision services for
Rossiya Airlines JSC flights to the airport of Barcelona (BCN)**

Saint-Petersburg
2016

1. Information about the Public Request for Quotations Procedure.

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

Procedure for the public request for quotations (hereinafter referred to as Request for Quotations) is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 – 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057-1061, Part Two of the Civil Code of the Russian Federation. Terms and conditions of the Request for Quotations do not cause any obligations for the customer for mandatory contract conclusion with the winner or other Participant.

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

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

Rossiya Airlines Joint Stock Company

Registered Office: 18/4 Pilotov St., St. Petersburg, 196210

Mailing address: 18/4 Pilotov St., St. Petersburg, 196210

Customer's website – www.rossiya-airlines.com

Contact person for Procurement issues:

Grebeschuk Denis A.

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

E-mail: D.Grebeschuk@rossiya-airlines.com

Contact person for technical issues and contract conclusion:

Tatyana Arkhipova Tel./fax: +7 (812) 6333892 (ext 36-12.)

E-mail: T.Arkhipova@rossiya-airlines.com

3. Source of Financing.

Proprietary funds of Rossiya Airlines Joint Stock Company.

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

150 000 EUR.

Betting Limits (maximum value of the base rate for the revolving flight), EUR:

- Narrowbody Sun (A319; A320; B737-800) - 90 EUR (minimum 1 supervisor for working flight)

- Wide-Sun (B772; B773; B744) - 180 EUR (minimum 2 supervisor working for flight).

5. Subject matter of the agreement.

Provision of supervision services for Rossiya Airlines JSC flights to the airport of Barcelona (BCN).

6. Payment method and terms.

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

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

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

8. Details and volumes of the procurement.

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

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

To participate the Request for Quotations, it is necessary to submit an application prepared according to the requirements of this documentation until 05:00 pm (Moscow time) of October 24, 2016.

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

"APPLICATION TO PARTICIPATE IN THE REQUEST FOR QUOTATIONS WITH THE AIM TO HIRE THE SERVICES OF GROUND HANDLING COMPANIES FOR THE PROVISION Provision of supervision services for Rossiya Airlines JSC flights to the airport of Barcelona (BCN). TENDER DIVISION, HAND DELIVERY TO Grebeshchuk Denis A.

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

E-mail: D.Grebeshchuk@rossiya-airlines.com DO NOT OPEN BEFORE October 25, 2016".

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

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

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

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

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

Envelopes with the applications for participation in the Request for quotations shall be opened on October 25, 2016 at the following address: Office of the Chairman of the Bidding Commission, 18/4 Pilotov St., Saint Petersburg.

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

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

- Questionnaire Form of the participant (Attachment 1);
- Commercial proposal (Attachment 2);
- A document confirming the authority of the person signing the contract on behalf of a legal entity;
- Documents confirming the passage of the legal entity state registration procedure in accordance with the legislation of the country.
- Documents confirming the passage of certification procedures, licensing, approval and recognition in accordance with the applicable laws of the country;
- Newsletters availability;

- a staff of employees who have experience in terms of the provision of ground handling services referred to in this document - not less than one (1) year;
- qualified personnel at the airport in an amount sufficient to perform their contract objectives;
- a staff of employees who speak Russian at all Customer charter flights;
- means of communication: phone, fax, e-mail, SITA, a short-range radio communication, as well as the necessary means of transport;
- the required tolerances / passes at the airport, streamlined collaboration with service companies, agents of the Customer (in Terminal 1 and Terminal 2).
- Newsletters:
- the number of current flights for 2015;
- a list of their clients who were served in July 2016 .;
- the absence of a deposit for the provision of any the supervision function.

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

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

13. Procedure of Quotation Development

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

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

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

Evaluation is carried out according to the following criteria, weighting

Tab 1- valuation is based on the stated below criteria:

No	Criteria's weight %	Coefficient of the criteria's weight (V)	Type of the criteria (j)
1	90	0,9	Rate super sight of the working trip to wide-Sun: A319; A320; B737-800 N/body aircrafts
2	10	0,1	Rate super sight of the working trip to wide-Sun: B772; B773; B744 W/body aircrafts
	100	1	

Valuation process:

Evaluation method for the criterion of "working for the supervision flight fare."

The criterion of "Rate the supervision of the working flight" refers to indicators that can be described qualitatively "less is better" for the assessment formula will be used::

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

where:

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

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

P_{ij} – proposal ij of Participant;

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

Participant request for proposals, which gave the lowest offer on the criterion of "Rate the supervision of the working flight", exhibited the maximum score of 10, and the points earned by the other members, calculated as a relative on the above given formula.

2) Final weight average arithmetic value is the sum of *weight average points of i – participant upon j – criteria ($J1, J2, J3$)*:

$$K_i = \sum K_{ij}$$

Fractional K_i value is rounded to two decimal places according to mathematical rules of rounding.

The evaluation carried out a comparison of the values of the final arithmetic average ratings (K_i) requests all participants. Application which has received the greatest value the K_i , is assigned to the first number, etc.

The results of the examination, evaluation and comparison of bids shall be entered in the minutes, which shall contain information on the place, date, the Commission's meeting time, about the participants request for proposals eligible to participate in the request for proposals, and which refused to participate, the results of evaluation of applications, the assignment request sequence numbers, and the name and e-mail addresses participants of the request for proposals, the application of which are assigned to the first and second numbers, the decision taken by the Commission.

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

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

15. Conditions of agreement conclusion

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

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

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

Questionnaire Form of the Participant

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

Participant Authorized signature

 /Full name/

Place of Seal

COMMERCIAL PROPOSAL FOR THE REQUEST FOR QUOTATIONS

1. Having studied terms and conditions of the Documentation of the public request for quotations _____

(Bidder's name)

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 for the public request for quotations and submits the present quotation.

1. We, the undersigned, propose _____
(specify subject of the request) in accordance with the conditions given in the Documentation for the public request for quotations and under the terms and conditions that we specified in the present quotation:

No	The tariff for the supervision of the working flight	The cost of services in EUR
1	Wide-Sun: A319; A320; B737-800 N/body aircrafts	
2	Wide-Sun: B772; B773; B744 W/body aircrafts	

3. We have noted materials of the Terms of Reference and terms and conditions of the draft contract that influence cost of the goods, works and/or services.

4. We agree that should we fail to include any rates or expenses for delivery of goods, performance of work and/or services that shall be performed/provided with respect to the subject-matter of the public request for quotations, such goods/works/services will be delivered/performed/provided in any case and in full accordance with the Terms of Reference.

5. We hereby confirm that

(Name of the Company – Bidder for Order Placement)

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

6. In case our bid is deemed to be a winning one we undertake to sign a contract with Rossiya Airlines JSC for _____ (specify the subject of the request) according to the requirements given in the documentation and the conditions stipulated in the present quotation within 15 calendar days from the date of posting of results of the public request for quotations in the unified information system (at the official Russian site www.zakupki.gov.ru).

7. In case our bid is the second after the bid of the winner of the public 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 the subject of the request for) under terms and conditions of the draft contract included into the Documentation and at

the price stated by us in the request for quotations within 10 calendar days from the date of our notification by the Customer.

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. The present Bid is valid within 90 days from the date of announcement of results of the public request for quotations.

10. The Bid includes the following documents:

1. _____

... _____

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

Stamp

/ Name /

Statements of work**for conclusion the contract for supervision services for Rossiya Airlines JSC flights to the airport of Barcelona (BCN)**

- 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

Based on Section 13.1, Annex A of IATAAHM 810, 22nd edition, supervisory functions to be rendered shall include:

- 1 Supervising passenger handling ensuring that passengers receive the best possible service and a professional company image.
- 2 Supervising all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
- 3 Providing full support in case of delays, including arrangement for catering and accommodation, services for technical flights and other ad-hoc services in full compliance with GOM and instructions of the Carrier.

In case of flight regularity breach, passengers are provided with extra services:

- baggage storage organization

Upon expiry of 2 hours after the commencement of an irregularity:

- soft drinks;
- communication services (2 e-mail messages – at the cost of the Supervisor with no further reimbursement).

Upon expiry of 4 hours:

- hot meals (breakfast, lunch, dinner).

At nighttime, drinks shall be offered after 2 hours of delay and hot meals 4 hours after the flight departure time according to the schedule.

In case of a delay exceeding 8 hours during daylight hours and 6 hours at nighttime, passengers shall be provided with:

- accommodation at a hotel;
- transfer to/from the hotel;
- space for rest, rooms for passengers with babies in arms (infants) and children under 7 years of age.

The Supervisor shall:

- arrange extra services
- prepare the required documents for passenger services signed the Supervisor

Provision of Services:

Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices shall be presented for the provided services. The Supervisor shall approve all service documents.

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.

All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights.

- 4 Performing full crew briefing and support.
- 5 Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier written request.
- 6 Ensuring that all operational messages are properly dispatched.
- 7 Liaising with the Carrier for slot coordination, as required (Slot coordination is included in the turnaround).
- 8 Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies).
- 9 Cooperating with the Carrier's designated representative, handling company and suppliers, as required.
- 10 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.
- 11 Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:
 - 1.1 correct type of aircraft and configuration;
 - 1.2 correct position of cabin divider when applicable;
 - 1.3 specific rows have been blocked for UMNRO, WCHR, etc.;
 - 1.4 check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
 - 1.5 ensure that flight is opened in the correct manner to process e-tickets correctly.
- 12 Check departure, load and possible delay message from airport of departure.
- 13 Check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
- 14 Check that airport information public displays show correct data.
- 15 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.
- 16 Ensure that the Ground Handling company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
 1. check in counters;

2. ticket, information and transfer desks;
 3. business class lounge;
 4. point of the embarkation/disembarkation.
- 17 Ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions.
 - 18 Ensure that passengers are kept fully informed in case of irregularities.
 - 19 Decide, in accordance with the Carrier's instructions, when the Ground handling company, should issue meal or refreshment vouchers in case of delay.
 - 20 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 Chapter 2 of 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.
 - 21 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.
 - 22 Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
 - 23 Check standard of cleaning.
 - 24 Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
 - 25 Monitor the Carrier's slot time allocation and take the necessary actions in co-operation with the Carrier's Operations
 - 26 Check standard of ramp handling
 - 26.1 Check that the gate is manned prior the boarding time;
 - 26.2 Follow-up the gate announcements;
 - 26.3 Ensure the gate is closed timely;
 - 26.4 Ensure timely departure;
 - 26.5 No-show or denied passengers' baggage shall be removed;
 - 26.6 Proceed passengers' complaints.
 - 27 Arrange crew and /or other representatives' accommodation upon request of the Carrier.
 - 28 Check standard and quality of passenger handling.

ADMINISTRATIVE FUNCTIONS

Based on Section 13.2, Annex A of IATAAHM 810, 22nd edition, administrative functions to be rendered shall include:

2. By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the Attachment C.

3. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
4. Check timely dispatch of operational messages.
5. Ensure that flight is closed correctly in order to process the accepted E-Tickets.
6. Check timely dispatch of all non-operational messages by the Ground Handling Company to the Carrier. Namely PRL, PFS, ETL (E-Ticket List) .
7. 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;
- Flight coupons (as provided by Handler);
- Checklist of PAX which were checked-in upon e-tickets (with numbers of such e-tickets);
- FIM (as provided by Handler);
- EXB receipts, as received by the Ticket counter;
- Cargo & Post way bills (as provided by Handler).

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.

8. The Supervisor shall send station report (Attachment C) for each flight to the Carrier within 12 hours after the departure.
9. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
10. 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
11. 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.
13. To issue FIM. In case of involuntary rerouting the FIM is issued by the Supervisor, FIM forms are provided by the Carrier. The Supervisor must report on used FIMs to the Carrier.

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

N/body aircrafts: A319; A320; B737-800 - 90 (1 agent)
W/body aircrafts: B772; B773; B744 - 180 (2 agents)

Criteria weight:

N/body aircrafts – 90%

W/body aircrafts – 10%

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 till 31.08.2018.

3. Volumes: according to the current schedule of the Carrier (6 (six) flights per week during SS 2016)

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 BCN. 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 (in T1 and T2);
- the participant must provide information about numbers of turnarounds handled per 2015 year;
- the participant must show its customers that were supervised as of July 2016 in BCN;
- 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 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 director general:
(hereinafter referred to as the "Supervisor")

valid from : XX 2016
 for the location/s : BCN
 replacing : none

Hereby the parties undertake and mutually agree as follows:

2.1 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:

2.1 SERVICES

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

2.2 CHARGES

- 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:
 - 2.1 For supervisory functions as listed in the Attachment "A" rendered to a single charter flight of the Carrier to BCN: A319, A320, B737-800 - € XX; B777-200/300, B747-400 – € XX VAT NOT INCLUDED, for russian speaking staff per turnaround flight;
 - 2.2 Administrative functions as listed in the Attachment "B" herein: no charge
 - 2.3 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 more than 4 hours – 50%
 - Flight delay more than 8 hours – 100%

2.3 SPECIFICATIONS

- 2.1 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 scheduled ground time exceed five hours, arrival and departure shall be treated as separate flights.
- 2.2 No extra charges shall apply to operations taking place at night or during Sundays and holidays.
- 2.3 Charges and fees referred above shall be fixed until August 31, 2017 and after that shall be subject to annual adjustments on the September 01, 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 all Spanish airports by the rates mentioned in Sub-Paragraph 1.2 hereof.

2.2 INVOICING AND PAYMENTS

2.1 INVOICING

- 2.1 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 (thirty) calendar days of the receipt date of invoice in EUR to the following bank account of the Supervisor:

Bank details of the Supervisor are:

Bank Name:

SWIFT:

IBAN:

- 2.2 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 to the following address:

Rossiia 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

- 2.1 The Supervisor shall effect payments on behalf of the Carrier only upon official request of the Carrier.
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 %.

BANK CHARGES - PERSONNEL

2.3 BANK CHARGES

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

2.4 SUBCONTRACTING

- 2.1 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.
2.2 The Supervisor shall send full list of subcontractors involved in provision of services according to this Agreement to the Carrier in advance.

2.3 AUDIT

The Carrier may, after prior written notice to the Supervisor, at its own cost, 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.

2.4 VALIDITY

2.1 DURATION

- 2.1 This Agreement shall be deemed to have come into force starting from the date hereof and to have superseded any existing agreement, arrangement or the like. It shall remain in force for a period until 31 of August 2018 if not terminated by either party at any time and without restrictions giving 30 calendar days written prior notice to the other party.
- 2.2 Notwithstanding Sub-Para 4.1.1 hereof the total amount paid by the Carrier in frames of the current agreement shall not exceed 150 000 EUR. Mentioned amount is not deemed by the parties as a compulsory amount to be paid to the handling company. Once this amount is reached the agreement will be automatically terminated unless a new additional amount is mutually agreed.

2.2 TERMINATION

- 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.

2.5 STANDARD OF WORK

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

2.6 DISCLOSURE OF INFORMATION

- 2.1 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. In case the above-named information was provided in period from 01/01/2012 till the moment of signing of the current agreement, the mentioned above obligations on information disclosure of the Supervisor will be considered to be executed.
- 2.2 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.
- 2.3 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.
- 2.4 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.

2.7 FORCE MAJEURE

- 2.1 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.

2.8 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 Barcelona according to the legislation of Spain. 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.

City, Country: Saint-Petersburg, Russia

Telephone : +7 (812) 6 333 891

E-mail : a.nayda@rossiya-airlines.com

Attn: Anna Nayda

To Supervisor:

Street:

City, Country:

Telephone:

Fax: E-mail:

Attn:

Signed the
in Saint- Petersburg

Signed the
in Barcelona

For and on behalf of the Carrier

For and on behalf of the Supervisor

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

ATTACHMENT A

SUPERVISORY FUNCTIONS

Based on Section 13.1, Annex A of IATAAHM 810, 22nd edition, supervisory functions to be rendered shall include:

- 29 Supervising passenger handling ensuring that passengers receive the best possible service and a professional company image.
- 30 Supervising all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
- 31 Providing full support in case of delays, including arrangement for catering and accommodation, services for technical flights and other ad-hoc services in full compliance with GOM and instructions of the Carrier.

In case of flight regularity breach, passengers are provided with extra services:

- baggage storage organization

Upon expiry of 2 hours after the commencement of an irregularity:

- soft drinks;
- communication services (2 e-mail messages – at the cost of the Supervisor with no further reimbursement).

Upon expiry of 4 hours:

- hot meals (breakfast, lunch, dinner).

At nighttime, drinks shall be offered after 2 hours of delay and hot meals 4 hours after the flight departure time according to the schedule.

In case of a delay exceeding 8 hours during daylight hours and 6 hours at nighttime, passengers shall be provided with:

- accommodation at a hotel;
- transfer to/from the hotel;
- space for rest, rooms for passengers with babies in arms (infants) and children under 7 years of age.

The Supervisor shall:

- arrange extra services
- prepare the required documents for passenger services signed the Supervisor

Provision of Services:

Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices shall be presented for the provided services. The Supervisor shall approve all service documents.

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.

All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights.

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

- 38 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.
- 39 Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:
 - 1.6 correct type of aircraft and configuration;
 - 1.7 correct position of cabin divider when applicable;
 - 1.8 specific rows have been blocked for UMNRO, WCHR, etc.;
 - 1.9 check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
 - 1.10 ensure that flight is opened in the correct manner to process e-tickets correctly.
- 40 Check departure, load and possible delay message from airport of departure.
- 41 Check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
- 42 Check that airport information public displays show correct data.
- 43 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.
- 44 Ensure that the Ground Handling company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
 5. check in counters;
 6. ticket, information and transfer desks;
 7. business class lounge;
 8. point of the embarkation/disembarkation.
- 45 Ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions.
- 46 Ensure that passengers are kept fully informed in case of irregularities.
- 47 Decide, in accordance with the Carrier's instructions, when the Ground handling company, should issue meal or refreshment vouchers in case of delay.
- 48 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 Chapter 2 of 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.
- 49 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.
- 50 Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
- 51 Check standard of cleaning.
- 52 Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
- 53 Monitor the Carrier's slot time allocation and take the necessary actions in co-operation with the Carrier's Operations
- 54 Check standard of ramp handling
 - 54.1 Check that the gate is manned prior the boarding time;
 - 54.2 Follow-up the gate announcements;
 - 54.3 Ensure the gate is closed timely;
 - 54.4 Ensure timely departure;

54.5 No-show or denied passengers' baggage shall be removed;

54.6 Proceed passengers' complaints.

55 Arrange crew and /or other representatives' accommodation upon request of the Carrier.

56 Check standard and quality of passenger handling.

Signed the
in Saint -Petersburg

Signed the
in Barcelona

For and on behalf of the Carrier

For and on behalf of the Supervisor

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

ADMINISTRATIVE FUNCTIONS

Based on Section 13.2, Annex A of IATAAHM 810, 22nd edition, administrative functions to be rendered shall include:

12. By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the Attachment C.
13. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
14. Check timely dispatch of operational messages.
15. Ensure that flight is closed correctly in order to process the accepted E-Tickets.
16. Check timely dispatch of all non-operational messages by the Ground Handling Company to the Carrier. Namely PRL, PFS, ETL (E-Ticket List) .
17. 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;
- Flight coupons (as provided by Handler);
- Checklist of PAX which were checked-in upon e-tickets (with numbers of such e-tickets);
- FIM (as provided by Handler);
- EXB receipts, as received by the Ticket counter;
- Cargo & Post way bills (as provided by Handler).

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.

18. The Supervisor shall send station report (Attachment C) for each flight to the Carrier within 12 hours after the departure.
19. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
20. 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
21. 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.

13. To issue FIM. In case of involuntary rerouting the FIM is issued by the Supervisor, FIM forms are provided by the Carrier. The Supervisor must report on used FIMs to the Carrier.

Signed the
in Saint -Petersburg

Signed the
in Barcelona

For and on behalf of the Carrier

For and on behalf of the Supervisor

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

ATTACHMENT C**STATION REPORT AND OPERATIONAL MESSAGES****Station report of a flight delay**

FLIGHT NUMBER: FV _____

DATE: _____

STATION REPORT		
AIRPORT:		
HANDLING AGENT:		
SUPERVISOR AGENT:		
ARRIVAL _____		
Description	(UTC)	REMARK
STA:		
ATD:		
ATA:		
PASSENGER BUS:		
DISEMBARKATION BEGIN:		
DISEMBARKATION COMPLETED:		
AIRCRAFT UNLOADING PROCESS COMPLETED:		
DEPARTURE _____		
Description	BEGIN (UTC)	COMPLETED (UTC)
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

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

Signed the
in Saint- Petersburg

Signed the
in Barcelona

For and on behalf of the Carrier

For and on behalf of the Supervisor

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

ATTACHMENT D
SHARES)***INFORMATION ABOUT BENEFICIARIES (HOLDING MORE THAN 5% OF**

Contract (bank details, subject matter, total amount, validity)					Name of the counterparty					Owners/beneficiaries	
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)

* 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

Signed the
in Barcelona

For and on behalf of the Carrier

For and on behalf of the Supervisor

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