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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	26	07	2018	18:00 MSK
Date and time for the request receiving completion	16	08	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul, Saint Petersburg, Russian Federation, 196210			
	22	08	2018	
Commencement date for providing clarifications on procurement documentation		26	07	2018
Completion date for providing clarifications on procurement documents		13	08	2018
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Representation and Supervision services in PRG (Prague, Czech Republic)			
Number of lots	1 (one)			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Representation and Supervision services in PRG (Prague, Czech Republic)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
106 090	EUR	not determined	pcs	52.23.1	52.23.11.000
Place of Delivery/Performance of Works/Provision of Services (address)			International airport of Prague (PRG), Czech Republic		
Term and Payment Procedure for Goods (Work. Service)			Settlement of accounts shall be effected in EUR (compulsory) by bank transfer in 30 calendar days after the receipt of the factual invoice.		
Request Security (amount)			Not applicable		

Assessment and Comparing Criteria of Quotes Lot №1

№	Criterion	Unit	The procedure for calculating the points for the criterion	Max. number of points
Criterion 1	Basic charge for A319, A320, B737	Turnaround flight	To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K_i$, where S_{basic} – the best (cheapest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K_i – maximum number of points from the box in the right, in front of the chosen criterion	50
Criterion 2	Basic charge for B777	Turnaround flight		1
Criterion 3	Basic charge for B747	Turnaround flight		1
Criterion 4	Disbursement fee (for payments to third parties on behalf of the Carrier, but not more than 5%)	-		10
Criterion 5	Russian-speaking supervisor	-	To calculate the points as per the criterion 5 the following formula is applied: - If the participant provides the letter where it guarantees that the supervisor knows Russian, such application earns maximum number of points as per the cell in the right. - If the participant does not provide the letter, it earns zero points as per this criterion.	8
Criterion 6	Recommendations from passenger commercial airlines	pcs	To calculate the points as per the criterion 6 the following formula is applied: $S_{basic} / S_{offer} \times K_i$, where S_{basic} – the best (greatest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K_i – maximum number of points from the box in the right, in front of the chosen criterion	5
Criterion 7	Desk / office in international airport of Prague (PRG)	-	To calculate the points as per the criterion 7 the following formula is applied: - If the participant provides the letter with photos	10

			attached, such application earns maximum number of points as per the cell in the right. - If the participant does not provide such letter or inform about the absence of the desk/office at Prague airport (PRG) such participant earns zero points as per criterion	
Criterion 8	Training Certificates (Aviation Security)	-	To calculate the points as per the criterion 8-12 the following formula is applied: - If the participant provides the copy of certificate, such application earns maximum number of points as per the cell in the right. - If the participant does not provide copy of certificate such participant earns zero points as per criterion	3
Criterion 9	Training Certificates (Dangerous Goods for Passenger Handling)	-		3
Criterion 10	Training Certificates (Ramp Safety Customer Services)	-		3
Criterion 11	Training Certificates (Human Factors)	-		3
Criterion 12	Training Certificates (Passenger Handling)	-		3
Total				100

1. General Terms of the Procurement Procedure

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

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

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

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

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

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

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

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

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

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

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

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

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

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

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

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stage two – is an assessment stage of requests passed the pre-qualification stage.

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

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

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

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

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

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

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

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

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

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

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

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

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

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

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

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

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

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of

expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

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

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

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote:
<ol style="list-style-type: none"> 1. Basic charge for A319, A320, B737 _____ EUR excluding VAT 2. Basic charge for B777 _____ EUR excluding VAT 3. Basic charge for B747 _____ EUR excluding VAT 4. Disbursement fee (for payments to third parties on behalf of the Carrier, but not more than 5% _____ % 5. Russian-speaking supervisor _____ YES/NO 6. Recommendations from passenger commercial airlines _____ YES/NO 7. Desk / office in international airport of Prague (PRG) _____ YES/NO 8. Training Certificates (Aviation Security) _____ YES/NO 9. Training Certificates (Dangerous Goods for Passenger Handling) _____ YES/NO 10. Training Certificates (Ramp Safety Customer Services) _____ YES/NO 11. Training Certificates (Human Factors) _____ YES/NO 12. Training Certificates (Passenger Handling) _____ YES/NO
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods,

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

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

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

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

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

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

	of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> _____ <i>(DD)</i> _____ <i>(MM)</i> _____ <i>(YYYY)</i> </div>	

Terms of reference

1. Procurement subject:

Representation and Supervision services in PRG (Prague, Czech Republic).

2. List of service:

SUPERVISORY FUNCTIONS

1. Supervising of process of aircraft handling, handling of passengers, baggage, cargo, mail in order to organising provision of the best possible service and sustaining a professional company image.
2. Supervising all terminal and ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
3. Providing full support in case of delays, irregularity, flight cancellation including passenger informing, arrangement of beverages and meals (provision of vouchers), hotel accommodation, surface transfer airport-hotel-airport (if applicable), as per the Carrier's request provide crew members with beverages, meal and hotel accommodation; control under services for technical and diversion flights and other ad-hoc services in full compliance with Ground Handling Manual (hereinafter referred to as "GHM") and instructions of the Carrier.

Provision of Services:

- Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices and documentation shall be presented to the Carrier for the provided services during the issuance of the invoices. The Supervisor shall approve all service documents and send 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 surface transport. Supervisor shall have a right to send recommendations concerning passenger departure to the Operations of the Carrier.
- All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights. The current costs standards for provision of assistance to passengers of delayed flights approved by the Carrier are the following: beverages – 5 EUR per passenger; meal – 20 EUR per passenger; hotel accommodation – 120 EUR per passenger/night. The above mentioned limits can be revised by the Carrier unilaterally. If the revision takes place, the Supervisor will be informed accordingly about new limits. If the prices for provision of the services at the airport are higher than the limits mentioned herein, the Supervisor can ask the Carrier's operations for price adjustment. The Supervisor must have written confirmation from the Carrier's operations.
- In case of presence of direct contract between the Carrier and Companies, which provide the abovementioned services, the Supervisor shall arrange services in accordance with provisions of such contracts.
- In case of any emergency situation (strike, refusal from acceptance of the Carrier's aircraft, absence of the fueling, electricity, catering on board, fire event, military actions, act of terrorism and etc.) the Supervisor is obliged to inform about it immediately the Carrier and the passengers.

- The Supervisor must prepare a station report upon every flight delay and send it to the Carrier's Operations.
 - 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 the Ground Handling Company is fully aware about the situation.
4. Performing full crew briefing and support including passing the security and the other controlled zones of the airport. The Supervisor organizes provision of phone, telex and computer communication in order to find the solutions in operational situations connected with flights of the Carrier.
 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 rate).
 8. Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party (ies). Assist in arrangement for aircraft technical maintenance upon request of the Carrier's crew taking into account of the available possibility.
 9. Take action in order to resolve the matters concerning covering of the property loss caused during technical or commercial handling of the Carrier's flight, if such a loss made by the handling company or the 3rd Party.
 10. Check that the Ground Handling company's departure control system (DCS) has been updated as per Carrier instructions:
 - 1) correct type of aircraft and configuration;
 - 2) specific rows have been blocked for UMNRO, WCHR, etc.;
 - 3) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
 - 4) ensure that flight is opened in the correct manner to process e-tickets correctly.
 - 5) Arrange preseating of the passengers in accordance with the Carrier's instructions;
 - 6) Check that operational messages were sent on time;
 - 7) Check that non-operational messages were sent on time by the handling company (PRL, PFS, ETL (electronic ticket list) etc.);
 - 8) Ensure that after flight departure the flight is closed at DCS system.
 11. Check departure, load and possible delay message from airport of departure.
 12. Before the flight arrival check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
 13. Check that airport information public displays show correct data.
 14. Check Carrier's dedicated Check in counters:
 - 1) number of check-ins is in accordance with booking figures and the Carrier's GHM;
 - 2) counter is equipped with appropriate Carrier's logo;
 - 3) display unit shows correct flight number, destination and class;
 15. Ensure that the Handling company staff at any time shows friendly, correct and soft relation to the Carrier's passengers at all the zones of the airport.
 16. Arrange provision of seats to PRM, children until 3 years, UM and other special passengers in accordance with the Carrier's instructions. The supervisor shall arrange all the necessary assistance to diseased and disabled passengers as well as transit passengers.

17. Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
18. Check standard of cleaning.
19. Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
20. Arrange crew and /or other representatives' accommodation upon request of the Carrier.
21. Use the Carrier's FIMs (if applicable). 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 the Carrier but not later than on the 10th day of the month following to the initial financial month. The report form is Attachment 4 to the Agreement.
22. Use the Carrier's OpenSky software for handling of the Carrier's flights. Print out OFP and General Declaration.

ADMINISTRATIVE FUNCTIONS

1. By separate telex/ e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the station report sent by the Carrier.
2. In case of the Carrier's aircraft late arrival make maximum effort in order to arrange flight departure on time or minimize the time of delay upon departure from the airport.
3. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
4. Collect the flight documents from the Handling Company and send it to the Carrier. The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated (it is recommended to send flight documentation on the next flight after 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 the Handler).

The Supervisor shall send the above mentioned documentation to the Carrier via co-mail.

5. The Supervisor shall send station report for each flight to the Carrier within 01 hour after the departure. In case of non-possibility to send the station report, the Supervisor must inform the Carrier's OPS immediately by any means of communication about reasons thereof and predictable time of sending of the station report. However, the predictable time is limited by 24 hour after ATD. Such report shall contain information about time of aircraft arrival and departure, information about requested services, equipment, number of passengers time of check-in start, number of checked baggage, other information about the flight. The approved station report form is Attachment 5 to the Agreement. In case of

any changes in the form the Supervisor will be informed accordingly. The report must be sent by the Supervisor to the following email addresses: stations@rossiya-airlines.com, operation@rossiya-airlines.com

6. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
7. Check the quality of terminal and apron handling. Make and send the Carrier Service level report on the monthly basis. Resend passenger claims.
8. Meet the Tour Operator representative (if applicable) and coordinate all the required services in accordance with the Carrier's instructions.
9. Establish and maintain good relation with:
 - 1) Carrier's Ground Handlers, Tour Operator and Ticketing Agent;
 - 2) Airport Authorities and Government Agencies;
 - 3) Fuel suppliers;
 - 4) Hotels;
 - 5) Catering Company;
 - 6) Cleaning Company;
 - 7) Other parties involved in order to ensure the highest standards of punctuality and quality handling in general.
10. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest. Inform the Carrier about all the actual acts of the Airport and CA Authorities of Czech Republic and about any changes happened.
11. In case of the Carrier's written request arrange invitations for the Carrier's crew members required for claim of visas.
12. In case of the Carrier's written request the Supervisor conducts negotiations on the Carrier's behalf with third parties for better conditions for flight operational process to/from the location(s) mentioned in the Agreement.
13. Inform the Carrier about incentive schemes and/or bonus programs that apply for passenger commercial airlines in the location(s) mentioned in the Agreement.

3. Nomenclature, product description, **possibility of changing**, equivalent:
According to conditions of the Agreement

4. Volume
Not determined

5. Place of delivery/work location/service location
International airport of Prague (PRG), Czech Republic.

6. Terms or schedule of shipment/delivery of goods, performance of work and services rendering
During the whole period of validity of the Agreement

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

compliance of the delivered goods, performed work, and rendered service to the customer needs:

All the services must be provided in full accordance with the Customer's manuals/instructions/circulars, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service doesn't apply.

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

According to conditions of the Agreement

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

Not determined

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

Not determined

11. General requirements to the Handling Company

The Bidder must have an appropriate activity authorization (trade license) with defined activity that gives the right to the bidder to provide supervision services of commercial passenger flights at Prague international airport (PRG), Czech Republic. A scan copy of the approved authorization, which confirms the right of the Bidder to render the services at Prague international airport (PRG), Czech Republic, must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder must provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that it has sufficient number of employees and all necessary means of communication (PC, phone, internet, SITA etc.) to perform the services under the Agreement as well as entire employees, who will be engaged to supervise the flights of the Customer must be at least 1-year experienced in the supervisory services outlined herein. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder must provide the Customer with information in a free written form (signed by the Bidder) about language knowledge of the staff, who will be engaged to supervise the flights of the Customer. English speaking supervisor is a must. Russian speaking supervisor will be considered as an advantage. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder must provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that its entire staff has valid airport IDs to perform handling for the Customer's flights at Prague international airport (PRG), Czech Republic. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder should have positive recommendations from other passenger commercial airlines. These airlines must be current clients of the Bidder or ex-clients (supervision services) (cooperation with such ex-clients must not be terminated later than 6 months from the date of announcement of the current tender for supervision services). Recommendations must be signed on behalf of airlines. If the Bidder has the mentioned recommendations, they (scan copies) must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder shall have sufficient resources (agreements, contacts etc.) to make arrangements for passengers' surface transportation and accommodation in case of flight delay and/or interruption and/or cancellation. The Bidder shall provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guarantees that the Bidder takes full responsibility for providing passengers with full support in case of delays, irregularity, flight cancellation including arrangement of hotel accommodation and surface transfer airport-hotel-airport (if applicable) in accordance with the Customer's GHM. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder should have an own desk/office in the Prague international airport (PRG), Czech Republic, where the Customer's logo will be established to allow its passengers to identify where they can ask for assistance. If the Bidder has the mentioned the desk/office, it must provide the Customer a confirmation in a free written form (signed by the Bidder) attaching photos of the desk/office upon filing the bid for the request for quotations.

Employees of the Bidder, who will be engaged in flight supervision, have valid certificates (on the date of start of the Agreement) for Aviation Security, Dangerous Goods for Passenger Handling, Ramp Safety Customer Services, Human Factors Training, and Passenger Handling. If the Employees have the mentioned certificates, they (a scan copy of each certificate) must be provided by the Bidder upon filing the bid for the request for quotations.

12. Other requirements

Charges offered by the bidders must not exceed the maximum rates for one turnaround flight (basic charge) as set out by the Customer here below:

A319/A320/B737 – 60 EUR (VAT excluded)

B777/B747 – 110 EUR (VAT excluded)

Disbursement fee for any payment made on the Customer's behalf (as per art. 2.4 of the Agreement) must not exceed 5 % of that amount.

In case of flight delay through the fault of the Supervisor, the Customer has the right to reduce the service tariffs as follows:

Delay for less than 2 hours – 10%

Delay from 2 to 4 hours– 25%

Delay from 4 to 8 hours – 50%

Delay for over 8 hours – 100%

Draft of the Contract

SUPERVISION SERVICES AGREEMENT

between

ROSSIYA AIRLINES JSC,

having its office at the address:

Pilotov St., 18/4, 196210, Saint-Petersburg, Russia

represented by Mr. Maxim Kerimov, Ground Handling Department Director

acting on the ground of POA _____

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

and

XXX

having its office at the address: XXX

represented by XXX: XXX

acting on the ground of XXX

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

Shall become effective as of: 01.11.2018

For the airport: PRG (Prague, Czech Republic)

replaces: none

The Carrier and/or the Supervisor may be referred to hereinafter as the "**Party/ Parties**".

By signing of this Agreement the Parties have agreed as follows:

1. SERVICES AND TARIFFS

Pursuant to the terms and conditions of this Agreement the Carrier authorizes the Supervisor to perform the below listed services related to air transportation to Prague, Czech Republic, applying the specified tariffs:

1.1. SERVICES

The Supervisor undertakes to perform the obligations hereunder in a qualitative manner. All services shall be provided by XXX speaking personnel, who must be at least 1-year experienced in the supervisory services outlined herein.

1.1.1. Supervision functions according to Attachment 1 hereto;

1.1.2. Administration functions according to Attachment 2 hereto.

1.2. TARIFFS

1.2.1. For the functions listed in Appendices 1 and 2 to this Agreement, the following compensation shall be payable to the Supervisor for servicing of one turnaround flight of the Carrier in the amount of (the rates are VAT and all applicable taxes and obligatory fees of the country where the services are provided exclusive).

Aircraft type	Tariff in EUR
A319/ A320/ B737	
B777	
B747	

1.2.2. In the event of flight delay through no fault of the Supervisor, the following increase of the service cost shall be applied in accordance with the tariffs listed in clause 1.2.1:

Delay for less than 2 hours – ___%

Delay from 2 to 4 hours – ___%

Delay from 4 to 8 hours – ___%

Delay for over 8 hours – ___%

1.2.3. In the event of a flight cancellation more than 48 hours prior to the flight departure time according to the schedule, no surcharge shall be collected.

1.2.4. In the event of a flight cancellation 24-48 hours prior to the flight departure time according to the schedule, a surcharge shall be collected at the rate of ___% of the respective tariff for a turnaround flight.

1.2.5. In the event of a flight cancellation less than 24 hours prior to the departure time according to the schedule, a surcharge shall be collected at the rate of ___% of the respective tariff for turnaround flight.

1.2.6. No surcharge shall be collected for flight handling at night time on Sundays or on public holidays.

1.2.7. In the event of flight delay through the proven fault of the Supervisor, the following discount of the service tariffs listed in clause 1.2.1 of the Agreement shall be applied:

Delay for less than 2 hours – 10%

Delay from 2 to 4 hours – 25%

Delay from 4 to 8 hours – 50%

Delay for over 8 hours – 100%

1.3. CLARIFICATION

1.3.1. The tariffs specified in clause 1.2.1 hereof are fixed for the period until the 31st of October 2019. Since the 01st of November 2019, the tariffs may be subject to annual adjustment in compliance with the percentage change in the CPI level of Czech Republic for the previous calendar year January-December (only in case of positive change of the inflation level), with mandatory preliminary notification of the Carrier of such adjustments at least 30 calendar days prior to the effectiveness date of the new tariffs, with a reference to the official source of publication of respective economic indicators. However, the tariffs must not be increased by more than 3% per annum.

1.3.2. Charges for any services additionally requested by the Carrier shall be collected in accordance with current local tariffs set forth in the official price-list. The specified price-list shall be provided to the Carrier in a written form and duly signed together with the first actual invoice, and thereafter with each subsequent updating thereof (at least in 3 business days from the date of its actual updating).

2. ISSUE AND PAYMENT OF INVOICE

2.1. The Supervisor once a month shall (not later than the 10th day of a month next to the reporting one) send the Carrier the invoices for the services actually rendered under this Agreement within the previous period (payment after delivery), and the Carrier shall pay those invoices within 30 calendar days of the date of their receipt to the following bank account of the Supervisor:

Bank details of the Supervisor:

Bank name:

Bank address:

SWIFT:

IBAN:

Bank details of the Carrier:

Name: Sberbank (Severo-Zapadny Head Office)
SWIFT: SABRRU2P
Account Transit: 40702840755001000096
Account Current: 40702840455000000096
Correspondent Bank: The Bank of New York Mellon, New York, NY
SWIFT: IRVTUS3N

2.2. All invoices shall be issued in EUR. All payments shall be effected in EUR.

2.3. The Supervisor shall send the invoices and all specifications to the invoices by e-mail addressed to the Accounting Department of the Carrier on the date of their issuance: OKR@rossiya-airlines.com.

2.4. Any payments made by the Supervisor on behalf of the Carrier shall be subject to reimbursement by the Carrier in full and payment of a surcharge at the rate of ____% (specified as per tender results, but must not exceed 5% anyway) of that amount. The Supervisor shall make payments on behalf of the Carrier only provided that an official request is available. All the supporting documents such as invoices from the third parties shall be attached to the invoice issued by the Supervisor.

2.5. The Parties have agreed that each Party shall individually bear its bank expenses related to the payment of invoices.

2.6. Financial liabilities of the Carrier shall be deemed to have been discharged upon debiting the Carrier's account. Therewith, the payment order shall be the confirmation hereof.

2.7. Any claims and disputes shall be sent in writing within 30 business days after receipt of the invoice. The Supervisor reserves the right to charge interest at the rate of 0.5% per month for unreasonable delay in payment starting from the invoice issue date and until its payment in full.

2.8. Duration for adjustment of disputes on financial aspects (on invoices) is 6 calendar months.

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

3. SUBCONTRACT OF THE SERVICES

3.1. The Supervisor may subcontract the services. However, the Supervisor remains responsible to the Carrier for proper rendering of those services, as if they were rendered by the Supervisor itself.

3.2. The Supervisor has subcontract agreements within the following companies:

3.3.

Location	Company	Services
PRG		

3.4. In the event of any changes in the list of subcontractors, the Supervisor shall notify the Carrier of such changes in writing well in advance.

3.5. The Supervisor must have written agreements with all subcontractors for the services, which are rendered through a subcontract, in compliance with the provisions of this Agreement. The Supervisor shall be ready to furnish the Carrier with such agreements, however any confidential commercial information shall be withheld.

4. AUDITING

4.1 The Carrier may audit the provided services at any time for its own expenses by sending a prior written notice to the Supervisor 30 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited. However the Carrier may hold

unscheduled monitoring of the Supervisor's activity if it's stipulated in the Carrier's internal standards for quality assurance program and internal and external audit management. The aforesaid monitoring may be held without a prior written notice to Supervisor.

4.2 The Supervisor shall also provide the possibility for the Carrier's authorized representatives to audit the state of record management, current and reporting documents to the extent related to the servicing of the Carrier's flights.

4.3 The Supervisor shall cooperate with the Carrier and implement all required corrective actions.

5. AGREEMENT TERM, ITS AMENDMENT AND TERMINATION TERMS

5.1 This Agreement shall become effective on the 01st of November 2018. It shall be effective until the 31st of October 2023, unless terminated by either Party at any time, and without any restrictions by way of prior notice thereof in writing to the other Party 60 calendar days in advance.

5.2 Upon expiry of the period set forth in clause 5.1, this Agreement may be extended for any period through signing of an Addendum hereto.

5.3 The full contract amount for its first period of validity (5 years) does not exceed 106 090 EUR excl. VAT and all applicable taxes and obligatory fees of the country where the services are provided exclusive). The mentioned amount is not considered as a guaranteed payment amount to the Supervisor. Such limitation is fixed for the Carrier's own purposes.

5.4 All modifications of this Agreement must be done in written and signed by both Parties. Notifications regarding changes of bank details, addresses, managers, contact telephones and other related information from one Party to other Party can be made in written without signing by both Parties.

6. WORK STANDARD

6.1 The services specified in this Agreement shall be rendered in compliance with the Carrier's Ground Handling Manual (hereinafter referred to as "GHM"), and other instructions, manuals available on the official website of Rossiya Airlines JSC in the Partner's Section. The Supervisor shall also comply with the instructions sent by the Carrier to the e-mail address of the Supervisor. The receipt of the Carrier's emails with instruction, standards, guidelines, manuals and circulars must be confirmed in written by the Supervisor. The supervisor informs the third parties that involved in handling process of the Carrier's flight about standards and requirements of the Carrier for handling.

6.2 The Carrier shall furnish the Supervisor with all required information related to arranging the Carrier's flights, with reference materials, and the necessary number of transportation documentation, including copies of agreements signed with third parties (except for commercial information).

6.3 The Carrier shall promptly notify the Supervisor of any changes in the company name and in the address of its head office, as well as of any changes affecting its legal status.

6.4 The Supervisor shall be liable for loss of transportation documentation and for acceptance of invalid documentation for transportation. In the event of documentation loss by the Supervisor, the cost of transportation shall be reimbursed in compliance with the full applicable tariff according to the number of lost documents, provided that no information on the lost documents is available. In case of accepting passengers, baggage, cargo, mail for transportation under invalid transportation documents, the Supervisor shall reimburse the cost of transportation in compliance with full applicable tariff.

6.5 The Supervisor shall indemnify the Carrier against any losses incurred as result of the Supervisor's failure to comply with the instructions of the Carrier. Such losses shall be confirmed by documents of the Carrier.

6.6 The Supervisor will provide its employees with its uniform for provision of the services. If the Supervisor doesn't have its own uniform, employees of the Supervisor must wear business style clothing.

6.7 The Supervisor is responsible for conducting initial and periodic training of its staff within the following courses:

- Aviation Security
- Dangerous Goods for Passenger Handling
- Ramp Safety Customer Services
- Human Factors
- Passenger Handling

The Supervisor conducts a journal on the training of employees and presents it at the request of the Carrier.

7. INFORMATION'S DISCLOSURE

7.1 The Supervisor shall provide the Carrier with information on all its owners (beneficiaries), including ultimate beneficiaries, as well as on structure of the executive bodies in accordance with the form set forth in Attachment 3 hereto, attached with supporting documents.

7.2 In the event of any changes in the above specified chain of ownership, including ultimate beneficiaries, or in the structure of executive bodies, the Supervisor shall thereafter notify the Carrier thereof, attaching the documents.

7.3 The Supervisor shall promptly notify the Carrier of any changes in the address of its head office, and of any changes affecting its legal status.

8. FORCE MAJEURE

8.1 The Supervisor and the Carrier shall be released from obligations in case either Party provides the other Party with an urgent notice in writing attached with written confirmation stating the impossibility of performance of the obligations hereunder due to force majeure events, to which the Parties refer the following: natural disasters, military operations, epidemics, strikes, restrictive acts of governmental authorities and other circumstances having the signs of insuperability.

9. APPLICABLE LAW

9.1 All disputes arising out of or in connection with this Agreement shall be settled through direct negotiation. In case a disputed issue cannot be settled, the same shall be considered by the Arbitration Court of Saint-Petersburg and the Leningrad Region pursuant to the law of the Russian Federation.

9.2 The Supervisor shall be liable for failure to perform or improper performance of this Agreement pursuant to the law of the Russian Federation.

10. NOTICE

10.1 Any notice under this Agreement shall be sent to the following addresses:

For the Carrier:

Rossiia Airlines JSC
Pilotov St., 18/4, Saint-Petersburg, Russia 196210
Attention: Mrs. Valery Koltsova
Telephone: +7 (495) 139 76 00
E-mail: contract@rossiya-airlines.com;

For the Supervisor:

XXX

11. ANTI-CORRUPTION CLAUSE

11.1 While performing their obligations under this Agreement, the Parties, their employees shall abstain from paying, proposing to pay or allowing the payment of any money or values, directly or indirectly, to any persons to influence the actions or decisions of those persons in order to acquire any illegal advantages or to achieve other illegal purposes. While performing their obligations under this Agreement, the Parties, their employees shall not exercise actions, which are qualified under the law applicable to the Agreement as giving /accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings.

11.2 If either Party has suspicions that a violation of any provisions of clause 11.1 occurs or may occur, such Party shall immediately notify the other Party thereof in writing. In the written notice the Party shall refer to the facts or provide the materials, which reliably confirm or suggest that violation of any provision of clause 11.1 by the other Party, its employees has occurred or may occur in the form of actions qualified under the applicable law as giving or accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings. After receipt of a written notice, the Party, to which the notice is addressed, shall send the confirmation of the fact that no violation has occurred or will occur. The confirmation shall be sent within 30 (thirty) calendar days of the written notice receipt date.

11.3 In the event of violation by either Party of the obligation to refrain from the actions set forth in clause 11.1, the other Party may unilaterally terminate the Agreement out of court, having sent a notice of termination in writing. The Agreement shall be deemed terminated upon expiry of 30 (thirty) calendar days of the date of receipt by the Party of a respective Agreement termination notice in writing. The Party, which has initiated termination of the Agreement in accordance with the provisions of this clause, may claim reimbursement of actual damage incurred as a result of such termination of the Agreement. The damage reimbursement period shall be 30 (thirty) calendar days of the date of receipt of a respective claim of the Party, which has initiated termination of the Agreement.

This Agreement is signed in two legally identical counterparts in English, one original copy for each Party.

Signed
For and on behalf of the Carrier
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA _____)

Signed
For and on behalf of the Supervisor

ATTACHMENT 1

SUPERVISORY FUNCTIONS

23. Supervising of process of aircraft handling, handling of passengers, baggage, cargo, mail in order to organising provision of the best possible service and sustaining a professional company image.

24. Supervising all terminal and ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.

25. Providing full support in case of delays, irregularity, flight cancellation including passenger informing, arrangement of beverages and meals (provision of vouchers), hotel accommodation, surface transfer airport-hotel-airport (if applicable), as per the Carrier's request provide crew members with beverages, meal and hotel accommodation; control under services for technical and diversion flights and other ad-hoc services in full compliance with Ground Handling Manual (hereinafter referred to as "GHM") and instructions of the Carrier.

Provision of Services:

- Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices and documentation shall be presented to the Carrier for the provided services during the issuance of the invoices. The Supervisor shall approve all service documents and send 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 surface transport. Supervisor shall have a right to send recommendations concerning passenger departure to the Operations of the Carrier.

- All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights. The current costs standards for provision of assistance to passengers of delayed flights approved by the Carrier are the following: beverages – 5 EUR per passenger; meal – 20 EUR per passenger; hotel accommodation – 120 EUR per passenger/night. The above mentioned limits can be revised by the Carrier unilaterally. If the revision takes place, the Supervisor will be informed accordingly about new limits. If the prices for provision of the services at the airport are higher than the limits mentioned herein, the Supervisor can ask the Carrier's operations for price adjustment. The Supervisor must have written confirmation from the Carrier's operations.

- In case of presence of direct contract between the Carrier and Companies, which provide the abovementioned services, the Supervisor shall arrange services in accordance with provisions of such contracts.

- In case of any emergency (strike, refusal from acceptance of the Carrier's aircraft, absence of the fueling, electricity, catering on board, fire event, military actions, act of terrorism etc.), the Supervisor is obliged to inform about it immediately the Carrier and the passengers.

- The Supervisor must prepare a station report upon every flight delay and send it to the Carrier's Operations.

- 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 the Ground Handling Company is fully aware about the situation.

26. Performing full crew briefing and support including passing the security and the other controlled zones of the airport. The supervisor organizes provision of phone, telex and computer communication in order to find the solutions in operational situations connected with flights of the Carrier.
27. Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier written request.
28. Ensuring that all operational messages are properly dispatched.
29. Liaising with the Carrier for slot coordination, as required (Slot coordination is included in the turnaround rate).
30. Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party (ies). Assist in arrangement for aircraft technical maintenance upon request of the Carrier's crew taking into account of the available possibility.
31. Take action in order to resolve the matters concerning covering of the property loss caused during technical or commercial handling of the Carrier's flight, if such a loss made by the handling company or the 3rd Party.
32. Check that the Ground Handling company's departure control system (DCS) has been updated as per Carrier instructions:
 - 9) correct type of aircraft and configuration;
 - 10) specific rows have been blocked for UMNRO, WCHR, etc.;
 - 11) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
 - 12) ensure that flight is opened in the correct manner to process e-tickets correctly.
 - 13) Arrange preseating of the passengers in accordance with the Carrier's instructions;
 - 14) Check that operational messages were sent on time;
 - 15) Check that non-operational messages were sent on time by the handling company (PRL, PFS, ETL (electronic ticket list) etc.);
 - 16) Ensure that after flight departure the flight is closed at DCS system.
33. Check departure, load and possible delay message from airport of departure.
34. Before the flight arrival check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
35. Check that airport information public displays show correct data.
36. Check Carrier's dedicated Check in counters:
 - 4) number of check-ins is in accordance with booking figures and the Carrier's GHM;
 - 5) counter is equipped with appropriate Carrier's logo;
 - 6) display unit shows correct flight number, destination and class;
37. Ensure that the Handling company staff at any time shows friendly, correct and soft relation to the Carrier's passengers at all the zones of the airport.
38. Arrange provision of seats to PRM, children until 3 years, UM and other special passengers in accordance with the Carrier's instructions. The supervisor shall arrange all the necessary assistance to diseased and disabled passengers as well as transit passengers.
39. Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
40. Check standard of cleaning.

41. Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
42. Arrange crew and /or other representatives' accommodation upon request of the Carrier.
43. Use the Carrier's FIMs (if applicable). 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 the Carrier but not later than on the 10th day of the month following to the initial financial month. The report form is Attachment 4 to the agreement.
44. Use the Carrier's OpenSky software for handling of the Carrier's flights. Print out OFP and General Declaration.

Signed
For and on behalf of the Carrier
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA_____)

Signed
For and on behalf of the Supervisor

ATTACHMENT 2

ADMINISTRATIVE FUNCTIONS

10. By separate telex/e-mail send a report of any controllable delay to the Carrier OPS, Ground Department, in accordance with the station report sent by the Carrier.

11. In case of the Carrier's aircraft late arrival make maximum effort in order to arrange flight departure on time or minimize the time of delay upon departure from the airport.

12. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.

13. Collect the flight documents from the Handling Company and send it to the Carrier. The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated (it is recommended to send flight documentation on the next flight after 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 the Handler).

The Supervisor shall send the above mentioned documentation to the Carrier via co-mail.

14. The Supervisor shall send station report for each flight to the Carrier within 01 hour after the departure. In case of non-possibility to send the station report, the Supervisor must inform the Carrier's OPS immediately by any means of communication about reasons thereof and predictable time of sending of the station report. However, the predictable time is limited by 24 hour after ATD. Such report shall contain information about time of aircraft arrival and departure, information about requested services, equipment, number of passengers time of check-in start, number of checked baggage, other information about the flight. The approved station report form is Attachment 5 to the agreement. In case of any changes in the form, the Supervisor will be informed accordingly. The report must be sent by the Supervisor to the following email addresses: stations@rossiya-airlines.com, operation@rossiya-airlines.com.

15. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.

16. Check the quality of terminal and apron handling. Make and send the Carrier Service level report on the monthly basis. Resend passenger claims.

17. Meet the Tour Operator representative (if applicable) and coordinate all the required services in accordance with the Carrier's instructions.

18. Establish and maintain good relation with:

- 8) Carrier's Ground Handlers, Tour Operator and Ticketing Agent;
- 9) Airport Authorities and Government Agencies;
- 10) Fuel suppliers;
- 11) Hotels;
- 12) Catering Company;
- 13) Cleaning Company;

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

10. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest. Inform the Carrier about all the actual acts of the Airport and CA Authorities of Czech Republic and about any changes happened.

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

12. In case of the Carrier's written request the Supervisor conducts negotiations on the Carrier's behalf with third parties for better conditions for flight operational process to/from the location(s) mentioned in the Agreement.

13. Inform the Carrier about incentive schemes and/or bonus programs that apply for passenger commercial airlines in the location(s) mentioned in the Agreement.

Signed
For and on behalf of the Carrier
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA _____)

Signed
For and on behalf of the Supervisor

ATTACHMENT 3**INFORMATION ON BENEFICIARIES (HOLDING MORE THAN 5% OF SHARES)**

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

Notice: detailed information about the chain of counterparty's owners shall be set in the schedule (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
For and on behalf of the Carrier
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA_____)

Signed
For and on behalf of the Supervisor

ATTACHMENT 4
Stock Report FIM (EXAMPLE)

Agent _____

period _____

Date _____

Operation		Start No	End No	Nr
Remainder beginnings of the month				
		Total		
Receipt				
		Total		
Usage				
		Total		
Transmit to	1			
	2			
	3			
	4			
	5			
		Total		
Remainder at the end of the month				
		Total		

Signed
For and on behalf of the Carrier
Supervisor
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA _____)

Signed
For and on behalf of the

ATTACHMENT 5

STATION REPORT AND OPERATIONAL MESSAGES (EXAMPLE)

ROSSIYA									
CHECK LIST									
Flight №		Flight Date				A/C Reg.			
Departure airport		Arrival airport		Configuration (C/Y)					
STA		STD		DELAY CODE		Y00			
00:00		00:00		DELAY TIME		00:00			
ATA		ATD		DELAY REASON					
00:00		00:00							
PASSENGER HANDLING									
Booked PAX (C/Y)					Booked meals (C/Y)				
C00					Y00				
TTL Dep Pax (C/Y)					ADD meals (C/Y)				
C00					Y00				
ADL	CHD	INF	UM						
00	00	00	00						
Check-in started at:		Check-in completed at:		TTL quantity of the counters			Quantity of Business class counters		
00:00		00:00							
Quantity of immigration counters				VIP Lounge			Business Lounge		
SALES									
EXB, kg		TTL COUPONS		Amount			Currency		
Cargo, kg		Mail, kg		TTL Cargo/Mail, kg					
Extra Sale		Quantity PAX		TTL Coupons		Amount		Currency	
SPACE+									
SPACE+ UPPER DECK									
A-ZONE									
FRONT ROWS									
RAMP HANDLING									
Air starter		Y/N		Push-back truck			Y/N		
De-icing		Y/N		Potable water			Y/N		
Toilet service		Y/N		Follow-me car			Y/N		
Fire truck		Y/N		Start moving the aircraft on its own power			00:00		
Disembarkation started:		Baggage offloading started:		Buses quantity on arrival			Buses quantity on departure		
00:00		00:00		C00 Y00			C00 Y00		
GPU started:		GPU completed:		Fit the ladder at			Stripped the ladder at		
00:00		00:00		00:00			00:00		
ACU started:		ACU completed:							
00:00		00:00		Airbridge connected at			Airbridge disconnected at		
Cleaning started:		Cleaning completed:		00:00			00:00		
00:00		00:00							
Fueling started:		Fueling completed:		SPECIAL SERVICE			AMOUNT		COMMENT
00:00		00:00		BLND					
Baggage loading started:		Baggage loading completed:		DEAF					
00:00		00:00		STCR					
First baggage delivery on belt:		Last baggage delivery on belt:		WCHC					
00:00		00:00		MEDA					
Cargo loading started:		Cargo loading completed:		AVIH					
00:00		00:00		PETC					
Boarding started:		Boarding completed:		Doors closed			Buses quantity:		
00:00		00:00		00:00			5		
DELAYED FLIGHT HANDLING									
SERVICE		QUANTITY		Timing from/to		Amount		Currency	
Soft Drinks				00:00/00:00					
Hot Meals				00:00/00:00					
HOTAC				00:00/00:00					
Transportation from the airport				00:00/00:00					
Buses to the airport				00:00/00:00					
Extras				00:00/00:00					
Particularities/HIR									
On arrival					On departure				
The Check list is made by Supervisor:									

Signed
For and on behalf of the Carrier
Supervisor
By: Mr Maxim Kerimov
Ground Handling Department Director
(POA_____)

Signed
For and on behalf of the

