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|---------------|--|--|------|
| Approval date |  |  | 2017 |
|---------------|--|--|------|

Public request for proposals in an electronic form

| Lot № 1  |          |  |                      |                          |                         |
|--|----------|--|----------------------|--------------------------|-------------------------|
| Name of the Subject-Matter of the Agreement (lot)          |          | Aircraft security services at airports of Turkey (Istanbul, Antalya) |                      |                          |                         |
| Initial (maximum) price of the agreement (lot) without VAT | Currency | Quantity (Scope)   | Units of Measurement | Classification by OKVED2 | Classification by OKPD2 |
| 850 000  | EUR      | not determined   | pcs                  | 52.23.19                 | 52.23.19.190            |

|  |          |  |                      |                          |                         |
|--|----------|--|----------------------|--------------------------|-------------------------|
| Place of Delivery/Performance of Works/Provision of Services (address) |          | Airports of Turkey (Istanbul, Antalya)   |                      |                          |                         |
| Term and Payment Procedure for Goods (Work. Service)                   |          | Bank transfer within 30 calendar days of invoicing   |                      |                          |                         |
| Request Security (amount)  |          | Not applicable   |                      |                          |                         |
| Right of the Procurement Bidder to submit a draft of counter-agreement |          | Applicable *<br><br>* a bidder may propose an alternative agreement meeting therewith all the mandatory terms and conditions directly mentioned in the procurement documentation and draft of the agreement: §4 (except bank details of the Handling Company), 4.1, 7.2, 7.3, and 7.4. |                      |                          |                         |
| Lot № 2  |          |  |                      |                          |                         |
| Name of the Subject-Matter of the Agreement (lot)                      |          | Aircraft security services at Milas Bodrum, Turkey   |                      |                          |                         |
| Initial (maximum) price of the agreement (lot) without VAT             | Currency | Quantity (Scope)   | Units of Measurement | Classification by OKVED2 | Classification by OKPD2 |
| 70 000   | EUR      | not determined   | pcs                  | 52.23.19                 | 52.23.19.190            |
| Place of Delivery/Performance of Works/Provision of Services (address) |          | Milas-Bodrum Airport, Turkey   |                      |                          |                         |
| Term and Payment Procedure for Goods (Work. Service)                   |          | Bank transfer within 30 calendar days of invoicing   |                      |                          |                         |
| Request Security (amount)  |          | Not applicable   |                      |                          |                         |
| Right of the Procurement Bidder to submit a draft of counter-agreement |          | Applicable *<br><br>* a bidder may propose an alternative agreement meeting therewith all the mandatory terms and conditions directly mentioned in the procurement documentation and draft of the agreement: §4 (except bank details of the Handling Company), 4.1, 7.2, 7.3, and 7.4. |                      |                          |                         |

### Assessment and Comparing Criteria of Quotes

| Assessment and Comparing Criteria of Quotes  |   |    |
|--|---|----|
| Lot №1, 2                                    |   |    |
| Name of Criterion 1                          | Basic charge for A319/A320/B738   |    |
| Points Calculation Procedure for Criterion 1 | To calculate the number of points it shall be used the formula:<br>Sbaz / Spredl x K, where:<br>- Sbaz - the best (lowest) of all the proposals of the participants;<br>- Spredl - assesses the proposals of the participants;<br>- K - the maximum number of points assigned to the respective criteria in accordance with the table |    |
| Maximum number of points for criterion 1     |   | 30 |
| Name of Criterion 2                          | Basic charge B777/B747  |    |
| Points Calculation Procedure for Criterion 2 | To calculate the number of points it shall be used the formula:<br>Sbaz / Spredl x K, where:  |    |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>- Sbaz - the best (lowest) of all the proposals of the participants;</li> <li>- Spredl - assesses the proposals of the participants;</li> <li>- K - the maximum number of points assigned to the respective criteria in accordance with the table.</li> </ul>   |
| Maximum number of points for criterion 2     | 40   |
| Name of Criterion 3                          | Extra agent as per Paragraph 2 of the Contract   |
| Points Calculation Procedure for Criterion 3 | <p>To calculate the number of points it shall be used the formula:<br/> <math>Sbaz / Spredl \times K</math>, where:</p> <ul style="list-style-type: none"> <li>- Sbaz - the best (lowest) of all the proposals of the participants;</li> <li>- Spredl - assesses the proposals of the participants;</li> <li>- K - the maximum number of points assigned to the respective criteria in accordance with the table.</li> </ul> |
| Maximum number of points for criterion 3     | 20   |
| Name of Criterion 4                          | Possibility to sign the draft of the Customer without corrections made by the bidder   |
| Points Calculation Procedure for Criterion 4 | <p>To calculate the number of points using the following procedure:</p> <ul style="list-style-type: none"> <li>- If it is possible, the application of the participant is assigned a maximum number of points from the cells to the right.</li> <li>- If it is not possible, 0 points assigned by the Customer.</li> </ul>   |
| Maximum number of points for criterion 4     | 10   |
| Maximum number of points                     | 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. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. 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".

8.1.8. 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

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

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| <b>Request for Participation<sup>1</sup></b><br><b>In the Procurement Procedure:</b>  |
| <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:  |
| Basic charge for A319/A320/B738 will be _____ euro without VAT.   |
| Basic charge B777/B747 will be _____ euro without VAT.  |
| Extra agent _____ .euro without VAT   |
| Possibility to sign the draft of the Customer without corrections made by the bidder _____ 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, 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. |

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

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| <p>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.</p>  |       |
| <p>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.</p>   |       |
| <p>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.</p>   |       |
| <p>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.</p>   |       |
| <p>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.</p>  |       |
| <p>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.</p>   |       |
| <p>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" <sup>5</sup>.</p>   |       |
| <p>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:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. 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.</p> |       |
| According to the list on   | pages |
| <p><b>Principal</b></p>  |       |
| <p>(signature) (state initials, last name)</p>   |       |
| <p>SEAL</p>  |       |
| <p>Date of issuance</p>  |       |
| <p>(DD) (MM) (YYYY)</p>  |       |

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

**Appendix 2**  
**To Procurement Documentation**

|   |   |
|---|---|
| <b>BIDDER QUESTIONNAIRE FORM<sup>2</sup></b><br><b>Procurement Procedure</b>  |   |
| <i>(state the name of procedure)</i>  |   |
| <b>Procedure No.</b> _____<br><i>(state the procedure number)</i>   | <b>Lot No.</b> _____<br><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>  |   |
| <b>1. Legal details</b><br>Country _____ of<br>registration _____<br>Registered address _____<br>Street address _____<br>Phone _____<br>Fax _____<br>E-mail _____   |   |
| <b>2. Banking details</b><br>INN / KPP of entity _____<br>OGRN (Primary State Registration Number) _____<br>Transaction Account _____<br>No. _____<br>Bank Name _____<br>Correspondent account _____<br>BIC _____ |   |
| <b>3. Registration data</b><br>Date, place and registration authority _____<br>Founders _____<br>Primary Business _____<br>Included in the small and medium businesses <sup>3</sup> _____                         |   |

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

<sup>3</sup> 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,

OKPO \_\_\_\_\_  
OKVED \_\_\_\_\_

#### 4. Appendices to the Bidder Questionnaire Form:

| Description of Document  | Number 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

\_\_\_\_\_ (state last name, first name, patronymic, telephone, fax, e-mail)

**This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.**

**Principal** \_\_\_\_\_

or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

*(title of the Principal)*

*(signature)*

*(state initials, last name)*

SEAL

Date of Issuance

\_\_\_\_\_  
*(DD)*

\_\_\_\_\_  
*(MM)*

\_\_\_\_\_  
*(YYYY)*



**Terms of reference**

**1. Procurement subject:**

Aircraft Security Services at airports of Turkey (Istanbul, Antalya, Bodrum)

**2. Kind of service:**

For a single ground handling consisting of the arrival and subsequent departure at agreed timings of the same aircraft the following services shall be provided on the base of Annex A to the Standard Ground Handling Agreement of January 2013:

**1. REPRESENTATION, ADMINISTRATION AND SUPERVISION**

**1.1 General**

1.1.2 Liaise with local authorities

1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier

**1.2 Administrative Functions**

1.2.1 Establish and maintain local procedures

1.2.2 Take action on communications addressed to the Carrier

1.2.3 Prepare, forward, file and retain for a period specified messages/reports/statistics/documents and perform other administrative duties in the following areas (i – security, art. 8-11 of security search list; filling in of 2 copies of search list – one for each Party of the agreement; search list must be filed at least 24 hours after ATD)

1.2.4 Maintain the Carrier's manuals, circulars and other operational documents connected with the performance of the services

**7. SECURITY**

**7.4 Ramp**

7.4.1 (a)(1) Provide control of access to aircraft

7.4.2 (a)(1)(a) Provide searching of aircraft as per art 8-11 of security search list, (a)(2)(a)(b) Provide guarding of aircraft and designated areas, within the zone of ground handling, (a)(2)(c) Provide guarding of baggage in the baggage make-up area

7.4.3 (a)(1) Provide security personnel to safeguard all Loads during the transport between aircraft and designated locations

(a)(2) Provide security personnel to safeguard all Loads during offloading and loading of aircraft

The Handling Company's security agents (2 security agents for narrow body and 4 security for wide body) will perform aircraft guarding, control access to aircraft and secure during as well as observe offloading and loading of aircraft.

These services include (but not limited):

- searching the aircraft stand area prior to the arrival of the aircraft
- control access to aircraft by way of checking ID's and screening with a Hand-Held-Metal-Detector and/or body searching all personnel (and any items carried with them)

- accessing the aircraft (only authorized personnel will have access to the aircraft from the aircraft arrival time (on block) until the actual departure time (off block))
- continuously monitoring the entire ramp area by moving round in the area
  - verification of seals on catering vehicles and/or bar carts (if carts are sealed)
  - verification of seals on ULDs (if containers are sealed)
  - restricting access to open bellies of the aircraft to authorized personnel.

The Handling Company's security agent (1 security agent) will perform a search (as per items 8 to 11 of the "Aircraft Security Check/Search List") of: aircraft holds; items contained within the holds; aircraft service panels and hatches; aircraft wheel wells.

A Handling Company's security agent (1 security agent) shall secure and observe activities within the baggage make-up area and loading of the Carrier's baggage into baggage trolleys to deliver to aircraft (in case of bulk and/or containerized baggage). Baggage makeup must be kept under constant observation while Carrier bags are being processed. The service must be provided from the time of check-in start till the last piece of baggage has been delivered to the aircraft.

In total the Handling Company shall provide uniformed personnel (4 security agents if a flight is operated on narrow body aircraft and 6 security agents for wide body aircraft) trained, and certified in accordance with the applicable rules and regulations of Turkey for the provision of services set out herein.

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  
Airport of Turkey (Istanbul, Antalya)  
Airport Milas Bodrum, Turkey
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:  
The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement.

With reference to Sub-Article 5.2 of the Main Agreement The Handling Company will carry out security services mentioned in the Agreement in accordance with the Carrier's procedures and instructions, or as mutually agreed provided that such procedures and instructions are in compliance with the Laws of Turkey. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable rules, regulations and procedures, or in their absence in this matter, taking into account IATA and/or ICAO recommendations, if they do not contradict local 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 shall 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 have access to apron to perform aircraft security search for the Customer's flights at locations that are subject to the agreement. The letter must be provided by the Bidder upon filing the bid for the request for quotations.
- The Bidder shall provide the Customer with a confirmation in a free written form (signed by the Bidder) attaching a scan copy of a training certificate of one of its employees (approved by a training center), whereby it guaranties that its staff is trained to perform aircraft security search and fill in search list and has equal experience in security search for other airlines' aircrafts at locations that are subject of the agreement. If the bidder participates in two Lots, the mentioned above confirmation must be provided for each airport, where the bidder wants to provide the services. The confirmation and a scan copy of the certificate must be provided by the Bidder upon filing the bid for the request for proposals.

- The Bidder must have a Private Security Operating Company license obtained from the Ministry of Interior of Turkey and C Group Operating License obtained from the Ministry of Transportation of Turkey. The Bidder shall provide its copies to the Customer as part of the application.

## **12. Other requirements**

Basic rates offered by the participants of procurement procedure must not exceed the maximum rates, announced by the Customer (without VAT):

A319/A320/B738 – 175 EUR

B777/B747– 200 EUR

In accordance with planned schedule for Summer-2018 the Customer will operate flights to Istanbul (approximately 62 turnaround flights (the volume is not guaranteed), key aircraft type A319), Antalya (1152 turnaround flights (the volume is not guaranteed), key aircraft types – B737-800 and B747-400), Bodrum (35 turnaround flights on B737-800), changes in the flight program are possible. The flight program with more depth is not confirmed.

**Draft Agreement**

**STANDARD GROUND HANDLING AGREEMENT  
SIMPLIFIED PROCEDURE**

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|            |  |
|------------|--|
| ANNEX B1.0 | LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES<br>to the Standard Ground Handling Agreement (SGHA) of January 2013 |
|------------|--|

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|                 |                             |
|-----------------|-----------------------------|
| <b>Between:</b> | <b>Rossiya Airlines JSC</b> |
|-----------------|-----------------------------|

|                                    |  |
|------------------------------------|--|
| having its principal<br>office at: | 18/4 Pilotov Street<br>St Petersburg, 196210<br>Russia |
|------------------------------------|--|

|                             |               |
|-----------------------------|---------------|
| hereinafter referred to as: | “the Carrier” |
|-----------------------------|---------------|

|             |     |
|-------------|-----|
| <b>and:</b> | ... |
|-------------|-----|

|                                    |                   |
|------------------------------------|-------------------|
| having its principal<br>office at: | ...<br>...<br>... |
|------------------------------------|-------------------|

|                             |                        |
|-----------------------------|------------------------|
| hereinafter referred to as: | “the Handling Company” |
|-----------------------------|------------------------|

---

This **Annex B1.0**

|                   |                                    |
|-------------------|------------------------------------|
| For the location: | ... (as per the tender conditions) |
|-------------------|------------------------------------|

|                |   |
|----------------|---|
| is valid from: | ... 2018 (as per the tender conditions) |
|----------------|---|

|                |     |
|----------------|-----|
| and replacing: | ... |
|----------------|-----|

**PREAMBLE** This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement

and Annex A of the SGHA of January 2013, as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B1.0 the parties confirm that they are familiar with aforementioned Main Agreement and Annex A.

## **Paragraph 1 - HANDLING SERVICES AND CHARGES**

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

### **1. REPRESENTATION, ADMINISTRATION AND SUPERVISION**

#### **1.1 General**

1.1.2 Liaise with local authorities

1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier

#### **1.3 Administrative Functions**

1.3.1 Establish and maintain local procedures

1.3.2 Take action on communications addressed to the Carrier

1.3.3 Prepare, forward, file and retain for a period specified messages/reports/statistics/documents and perform other administrative duties in the following areas (i – security, art. 8-11 of security search list; filling in of 2 copies of search list – one for each Party of the agreement; search list must be filed at least 24 hours after ATD)

1.2.4 Maintain the Carrier's manuals, circulars and other operational documents connected with the performance of the services

### **7. SECURITY**

#### **7.4 Ramp**

7.4.1 (a)(1) Provide control of access to aircraft

7.4.2 (a)(1)(a) Provide searching of aircraft as per art 8-11 of security search list,  
(a)(2)(a)(b) Provide guarding of aircraft and designated areas, within the zone of ground handling,  
(a)(2)(c) Provide guarding of baggage in the baggage make-up area

7.4.3 (a)(1) Provide security personnel to safeguard all Loads during the transport between aircraft and designated locations

(a)(2) Provide security personnel to safeguard all Loads during offloading and loading of aircraft

1.2 The Handling Company's security agents (2 security agents for narrow body and 4 security for wide body) will perform aircraft guarding, control access to aircraft and secure during as well as observe offloading and loading of aircraft.

These services include (but not limited):

- searching the aircraft stand area prior to the arrival of the aircraft
- control access to aircraft by way of checking ID's and screening with a Hand-Held-Metal-Detector and/or body searching all personnel (and any items carried with them) accessing the aircraft (only authorized personnel will have access to the aircraft from the aircraft arrival time (on block) until the actual departure time (off block))
- continuously monitoring the entire ramp area by moving round in the area
- verification of seals on catering vehicles and/or bar carts (if carts are sealed)
- verification of seals on ULDs (if containers are sealed)

- restricting access to open bellies of the aircraft to authorized personnel.
- 1.3 The Handling Company's security agent (1 security agent) will perform a search (as per items 8 to 11 of the "Aircraft Security Check/Search List") of: aircraft holds; items contained within the holds; aircraft service panels and hatches; aircraft wheel wells.
  - 1.4 The Handling Company's security agent (1 security agent) shall secure and observe activities within the baggage make-up area and loading of the Carrier's baggage into baggage trolleys to deliver to aircraft (in case of bulk and/or containerized baggage). Baggage makeup must be kept under constant observation while Carrier bags are being processed. The service must be provided from the time of check-in start till the last piece of baggage has been delivered to the aircraft.
  - 1.5 In total the Handling Company shall provide uniformed personnel (4 security agents if a flight is operated on narrow body aircraft and 6 security agents for wide body aircraft) trained, and certified in accordance with the applicable rules and regulations of Turkey for the provision of services set out herein.
  - 1.6 The basic handling charge for the services mentioned above – ... EUR per turnaround flight on A319/A320/B737-800, VAT and airport concession fee (if levied by airport) are excluded.  
  
The basic handling charge for the services mentioned above – ... EUR per turnaround flight on B777/B747, VAT and airport concession fee (if levied by airport) are excl.
  - 1.7 Handling in case of return to ramp (provided that additional services are requested by the Carrier) will be charged according to Paragraph 2. The Handling Company shall have a written request from the Carrier's OPS and/or Supervisor at the airport(s).
  - 1.8 Handling in case of technical and/or fueling landing for other than commercial purposes will be charged according to Paragraph 2. The Handling Company shall have a written request from the Carrier's OPS and/or Supervisor at the airport(s).
  - 1.9 No extra charges will apply for providing the services on Sundays, legal holidays, at night or overnight stops;
  - 1.10 Whenever a flight delays 180 minutes or more (between landing – on block and departure – off block) for reasons not caused by the Handling Company, the Handling Company has the right to charge the Carrier additionally with 30,00 EUR per agent per 15 mins or part thereof (VAT and airport concession fee (if levied by airport) are excl). The Handling Company shall be guided by information about flight ATA and/or ATD received from the Carrier's Supervisor at the location, and/or the Carrier's OPS (contact details are published on the official website of the Carrier – access to the website will be provided to the Handling Company before the first day of the services rendering) and/or MVT (if the Handling company has SITA). Non-provision of actual information on flight ATA and/or ATD is only a case if the Handling Company doesn't receive a reply from the Carrier on its written requests.
  - 1.11 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office 24 hours prior to the scheduled departure time.
  - 1.12 Any flights cancelled between 24 – 0 hours before scheduled time of departure will be charged at 100% of the applicable basic handling charge set out in Sub-paragraph 1.6.

## **Paragraph 2 – ADDITIONAL SERVICES**

2.1 Any additional services not included in Paragraph 1 of this Annex will be charged for as follows:

- ... EUR per agent per hour or part thereof

### **Paragraph 3 - DISBURSEMENTS**

3.1 Any disbursements on behalf of the Carrier are not applicable to this Agreement.

### **Paragraph 4 – SETTLEMENTS OF ACCOUNTS**

4.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices in EUR once per month for the services performed hereunder and the Carrier shall pay the Handling Company by bank transfer within 30 calendar days of invoicing. The Handling Company is obliged to send the invoices by electronic mail on the date of issue not later than by the 5<sup>th</sup> of the month following those in which the services were provided.

All payments shall be made in EUR via bank transfer.

Total amount of the contract without VAT and other applicable taxes and duties which are charged as per the legislation of Turkey, will not exceed 850 000 EUR (for Istanbul and Antalya) and 70 000 EUR (for Bodrum). These limits are used for the Carrier's internal purposes only and not guaranteed for payment.

4.2 All the invoices' scanned copies must be sent to the Carrier's Accounting Dept. email: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com).

#### **4.3 The Handling Company's bank details:**

Bank Name:  
SWIFT:  
Account number:  
IBAN:

#### **Bank details of the Carrier:**

Bank Name: Sberbank (Severo-Zapadny Head Office)  
SWIFT: SABRRU2P  
Acc. transit: 40 7029 7845 5001 0000 80  
Acc. current: 40 7029 7815 5000 0000 80  
Correspondent Bank: Deutsche Bank AG, Frankfurt am Main  
SWIFT: DEUTDEFF

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

Any mistakes in invoices found have no term of limitation.

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



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

#### **Paragraph 5 – TRANSFER OF SERVICES**

- 5.1 Notwithstanding Sub-article 3.1 of the Main Agreement, the Handling Company is not entitled to delegate any of the agreed services to subcontractors.

#### **Paragraph 6 - LIMIT OF LIABILITY**

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

| <b>Aircraft Type</b> | <b>Limit (per incident), USD</b> |
|----------------------|----------------------------------|
| A319                 | 750 000                          |
| A320                 | 750 000                          |
| B737                 | 750 000                          |
| B777                 | 1 500 000                        |
| B747                 | 1 500 000                        |

- 6.2 Notwithstanding Sub-Article 8.5 any claim below USD 3000 shall be indemnified too.
- 6.3 Notwithstanding Sub-article 8.1 of the Main Agreement either party (defaulting party) is responsible for any damage caused to the other Party by breach of its legal obligation if such breach is attributable to the defaulting party, whether set by legal rule or by this Agreement. The Handling company is in particular obliged to remedy any damage caused by not rendering the Services in a duly and timely manner or by breaching any legal obligation or obligation according to this Agreement.

#### **Paragraph 7 - DURATION, MODIFICATION AND TERMINATION**

- 7.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the term of this contract is from 01.08.2018 till 31.07.2021 (for Istanbul & Antalya) and 01.06.2018 – 31.05.2023 (for Bodrum) (as per the tender conditions). After this period the current Agreement can be extended if the parties express their will to continue the collaboration under the same terms and conditions hereunder by signing an addendum.
- 7.2 Notwithstanding the Sub-paragraph 7.1 hereof, this Agreement may be terminated at any time and without restrictions by any Party with 60 days prior written notice to the date of termination the other party. The notice shall be sent in accordance with Paragraph 8 hereof.
- 7.3 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current Annex B1.0.
- 7.4 Yearly Price Revision:  
The prices mentioned herein are fixed until the 31st of December 2018.  
From 01 January 2019 the rates may be adjusted once per year (12 month period) with 100% of the national official inflation for the 12 month period. The Handling Company shall

inform the Carrier officially in written (in accordance with Paragraph 8 «Notification») about new rates and provide a copy of the official publication source contained mentioned information with economic indicators at least 30 calendar days before they come into effect. Revisions shall take place according to the positive CPI factor of the previous year. Such price adjustment cannot be more than 10% annually.

7.5 All modifications of this agreement must be done in writing and signed by both parties.

#### **Paragraph 8 - NOTIFICATION**

8.1 In accordance with Sub-Article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be deemed properly given to the addresses of the respective parties as recorded below

To the **Carrier:**

Rossiya Airlines JSC  
Pilotov Street 18/4  
196210 Saint Petersburg  
Russia  
Attn. Ground Handling Department Director  
E-mail: [a.nayda@rossiya-airlines.com](mailto:a.nayda@rossiya-airlines.com)  
[contract@rossiya-airlines.com](mailto:contract@rossiya-airlines.com)

To the **Handling Company:**

...  
...  
Turkey  
Attn. ...  
E-mail: ...

Any notice given under this contract shall be deemed properly if sent by registered letter, or by other means where proof of receipt or acknowledgement is obtained. In case of registered letter notice shall be considered to be served on the date of receipt.

If there are any changes in the aforesaid contact details of the Carrier and/or Handling Company, the Carrier and/or Handling Company shall inform the other party about such changes. In case of provision failure, contacts details described herein will apply.

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

- 9.1 Notwithstanding the provisions of Article 9 of the Main Agreement, the arbitrator shall be appointed by the Courts of the Russian Federation in Saint-Petersburg.
- 9.2 Notwithstanding the provisions of Article 9 of the Main Agreement, the applicable law shall be the law of Russia.
- 9.3 In case of any disputes regarding the text of the current agreement the parties will follow the text in the contract's exemplar which is verified by the stamp of the Carrier's Legal Department.

#### **Paragraph 10 – SERVICE LEVELS AND STANDARDS**

- 10.1 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement.
- 10.2 With reference to Sub-Article 5.2 of the Main Agreement The Handling Company will carry out security services mentioned in the Agreement in accordance with the Carrier's procedures and instructions, or as mutually agreed provided that such procedures and instructions are in compliance with the Laws of Turkey. In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures provided they comply with the applicable rules, regulations and procedures, or in their absence in this matter, taking into account IATA and/or ICAO recommendations, if they do not contradict local rules, regulations and procedures.

#### **Paragraph 11 – RIGHT TO AUDIT**

- 11.1 The Handling Company shall allow the Carrier access at all reasonable times, by prior official written notice (not less than one month), to audit, copy and reproduce the books, records, correspondence, instructions, receipts and memoranda of every description relating to this Agreement. Such audit notice shall contain a detailed description of the areas to be audited and the agenda. The Handling Company shall cooperate with the Carrier and will undertake any corrective actions required.

#### **Paragraph 12 – FORCE MAJEURE**

- 12.1 Both the Handling Company and the Carrier will be exempt from obligations as set forth in this agreement if failure to meet such obligations results from any event outside their reasonable control including flood, fire, lightning, war, volcano eruption and other act of God, revolution, act of terrorism, riot or civil commotion.

#### **Paragraph 13 – GENERAL**

- 13.1 The Handling Company shall provide the Carrier with the information in respect to all it's owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Attachment 1 to the present Agreement, attaching confirming documents.
- 13.2 In case of changes in the above-mentioned chain of owners, including ultimate beneficiaries, or in the structure of executive bodies, the Handling Company later shall inform the Carrier about them with the confirming documents attached.

#### **Paragraph 14 – CONFIDENTIALITY**

- 14.1 The Carrier and the Handling Company agree not to reproduce this Annex or to distribute it to others, in whole or in part, at any time and permanently to keep confidential all information contained within Annex B and all information made available by the Handling Company and the Carrier to each other during its negotiations or in the provision of the services.

#### **Paragraph 15 – ANTI-CORRUPTION CLAUSE**

- 15.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end. While performing its

obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

- 15.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 15.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be submitted within 30 (thirty) calendar days from the date of receipt of the written notification.
- 15.3 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 15.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

This agreement is made in two originals in English, one for each Party.

Signed the  
at St Petersburg

For and on behalf of  
Rossiya Airlines JSC

.....  
By: Mr. Albert Sherbakov  
Deputy General Director for operations, COO  
(p.p.a №Д-274/17 of 03.07.2017)

Signed the  
at

For and on behalf of  
...

.....  
By: ...

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

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

Signed the  
at St Petersburg


For and on behalf of  
Rossiya Airlines JSC

.....  
By: Mr. Albert Sherbakov  
Deputy General Director for operations, COO  
(p.p.a №Д-274/17 of 03.07.2017)


Signed the  
at ...

For and on behalf of  
...

.....  
By:

|   |  |  |
|---|--|--|
|  | <p align="center"><b>СИСТЕМА МЕНЕДЖМЕНТА КАЧЕСТВА</b><br/> <b>Стандарт организации</b><br/> <b>Организация обеспечения и учета регулярности полетов</b><br/> <b>воздушных судов ОАО «Авиакомпания «Россия»</b></p> | <p align="right">Издание:<br/>03<br/>Изменение:<br/>00</p> |
|---|--|--|

## ATTACHMENT 2 – AIRCRAFT SECURITY SEARCH LIST (EXAMPLE)

| <b>Aircraft Security Search List</b><br>(in accordance with Reg. 300/2008 EU, 2015/1998 EU)<br><b>Карта досмотра ВС</b>  |   |                                    |                               |  |                            |  |
|--|---|------------------------------------|-------------------------------|--|----------------------------|--|
| FLIGHT<br>ARRIVED<br>FROM<br>(Откуда<br>прибыл рейс)   | TYPE,<br>BOARD №<br>of the A/C<br>(Тип, бортовой<br>номер ВС)   | FLIGHT<br>NO:<br><br>(Номер рейса) | DATE:<br><br>/ / 20<br>(Дата) | AIRPORT<br>(Аэропорт)  | FLIGHT<br>TO:<br>(Рейс в:) | TIME OF<br>PERFORMANCE<br>Start/Finish<br><br>(Время проверки<br>начало/окончание) |
| An aircraft security search shall consist of an examination of the following areas, when they are accessible without the use of tools, keys, stairs or other aids, and without breaking seals. If irregularities occur, please inform appropriate authorities/corporate security<br>(Досмотр ВС и проверка следующих мест доступа должны проводиться без помощи инструментов, ключей, лестниц или других приспособлений, без повреждения пломб. В случае выявления нарушений, пожалуйста, информируйте соответствующие власти/ либо службу безопасности) |   |                                    |                               | <b>FULFILMENT</b><br>(Выполнение)  |                            | <b>NAME</b><br>(ФИО ответственного)<br><br><b>SIGNATURE</b><br>(Подпись)           |
| 1  | (I) Overhead bins<br>(Верхние полки)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 2  | (I) Cupboards and storage compartments, including crew storage areas<br>(Осмотр доступных мест – гардеробы, служебные отсеки и ниши, включая места размещения имущества экипажа)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 3  | (I) Areas to which passengers have private access, including toilet compartments, showers, bathrooms<br>(Области, к которым пассажиры имеют личный доступ, включая туалеты, душевые кабины, санузлы)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 4  | (I) Cupboards, storage compartments, bars, refrigerators and bins in galley areas<br>(Шкафы, служебные отсеки, бары, холодильники и полки в бортовых кухнях)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 5  | (I) Seat pockets<br>(Карманы кресел)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 6  | (I) Areas that exist under seats, between seats and between the seat and the wall<br>(Область под креслами, между креслами и между креслом и стеной)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 7  | (I) Flight deck, if left unattended<br>(Кабина экипажа, если оставалась без присмотра)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| 8  | (E) Aircraft holds, unless sealed<br>(Багажно-грузовые отсеки, в случае, если не были опломбированы)  |                                    |                               | <input type="checkbox"/>   |                            |  |
| 9  | (E) Items contained within the hold, if accessible without the use of tools, keys or other aids, without breaking seals, and where a prohibited article could be reasonably concealed<br>(Оборудование в багажных отделениях, если доступно без использования инструментов, ключей или других вспомогательных средств, без повреждения пломб, а также места, в которых обоснованно можно предположить размещение запрещенных предметов)                       |                                    |                               | <input type="checkbox"/>   |                            |  |
| 10   | (E) Aircraft service panels and service hatches, if accessible without the use of tools, keys, stairs or other aids, without breaking seals, and where a prohibited article could be reasonably concealed<br>(Сервисные панели, лючки, если они доступны без использования инструментов, ключей, лестниц или других вспомогательных средств, без повреждения пломб, а также места, в которых обоснованно можно предположить размещение запрещенных предметов) |                                    |                               | <input type="checkbox"/>   |                            |  |
| 11   | (E) Wheel wells, if accessible from the ground without the use of stairs or other aids<br>(Ниши шасси, если они доступны с земли без использования лестниц или других вспомогательных средств)  |                                    |                               | <input type="checkbox"/>   |                            |  |
| 12   | (I) Between 5 % and 10 % of lifejacket pouches<br>(От 5 до 10 процентов мест хранения аварийно-спасательных жилетов)  |                                    |                               | c <input type="checkbox"/>   |                            |  |
| Inspection performed by: The Carrier Staff <input type="checkbox"/> Security staff <input type="checkbox"/> Crew <input type="checkbox"/> Other <input type="checkbox"/><br>(Контроль произведен) (Сотрудники авиакомпании) (Сотрудники авиационной безопасности) (Экипаж) (Другие)<br>Exterior areas E (внешние зоны ВС), Interior areas I (внутренние зоны ВС)   |   |                                    |                               |  |                            |  |
| Pilot-in-command's Name (in block letters):<br>(Имя командира (печатными буквами))   |   |                                    |                               | Signature:<br>(Подпись)  |                            |  |

Form has to be kept on trip file and must be made available to local CAA on request  
(Оригинал карты должен храниться с полетной документацией летного экипажа и предъявляться местным органам надзора в сфере ГА по требованию)

Signed the  
at St Petersburg

For and on behalf of  
Rossiya Airlines JSC

By: Mr. Albert Sherbakov  
Deputy General Director for operations, COO  
(p.p.a №Д-274/17 of 03.07.2017)

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