Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date	08	05	2018

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	08	05	2018	MSK
Date and time for the request receiving completion	29	05	2018	MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul, Saint Petersburg, Russian Federation, 196210			
	06	06	2018	
Commencement date for providing clarifications on procurement documentation		08	05	2018
Completion date for providing clarifications on procurement documents		23	05	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	**Ground handling services in airport Barcelona El Prat, Spain**			
Number of lots	**1 (one)**			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Ground handling services in airport Barcelona El Prat, Spain			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
4 400 000	EVR	No defined	pcs	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)		Airport Barcelona El Prat, Spain			
Term and Payment Procedure for Goods (Work. Service)		Invoices issued on a fortnightly basis in EUR for the services performed hereunder. The payment shall be effected via direct bank			

	transfer within 30 banking days of the date of invoices' receipt.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable *The procurement Bidder has the right to propose a counter-draft Agreement, complying with all the mandatory conditions specified in the procurement documentation, including those specified by the Customer in the draft Agreement: 1.13, 1.14, 1.15, 1.17, §4 (except bank details of the Handling Company), §7, §11, §13, §15.

Assessment and Comparing Criteria of Quotes
Lot №1

No.	Sections of SGHA 2008	Criteria name	Unit of measurement	The Methodology to calculate points upon criteria	Maximum possible points as per criteria
Criteria 1	-	Handling Basic rate A319	Turnaround flight (hereinafter – t/f)	To calculate the quantity of points received upon all the criteria, except criteria 17-21, the following formula is used: S basic / S offer x Ki, where S basic – the best (lowest price) among all the articipants; S offer – assessed offer of the participant; Ki – maximum points possible as per criteria (see on the right column)	20
Criteria 2	-	Handling Basic rate A320	t/f		1
Criteria 3	-	Handling Basic rate B738	t/f		15
Criteria 4	-	Handling Basic rate B777	t/f		1
Criteria 5	-	Handling Basic rate B747	t/f		15
Criteria 6	3.11.7(b)	Change pillow covers	t/f		2
Criteria 7	3.11.5	Fold and stow blankets on A319/ 320/ B738	t/f		2
Criteria 8	3.11.5	Fold and stow blankets on B777 /B747	t/f		2
Criteria 9	3.15.1(a)	Provide for suitable storage space for the Carrier's cabin material	t/f		1
Criteria 10	3.11.11(b)(1)	Arrange for laundering of blankets	pcs		1
Criteria 11	3.11.11(b)(2)	Arrange for laundering of linen (pillow covers, linen napkins)	pcs		1
Criteria 12	3.3.3	GPU	15 minutes		5
Criteria 13	3.6.2 (1)	Transport for passengers between aircraft A320/B738 and terminal	1 way trip		3
Criteria 14	3.6.2(1)	Transport for passengers between aircraft B777/B747 and terminal	1 way trip		3

Criteria 15	3.6.2 (2)	Transport for crew transportation on apron	1 way trip		3
Criteria 16	3.7.1	ASU	start		4
Criteria 17	2.1.9 (b)(3)	Arrange for lounge services upon the Carrier's request without surcharge for third Party/ies service provision	passenger	For calculation the points upon criteria 17 the following order is applied: - If the participant marks «yes» in Application to attend the tender, then the maximum 5 (five) points as per this criteria is applied. - If «no», zero points applied	5
Criteria 18	6.2.1 (a)(c)(1) DCS ACSI SABRE 6.2.2. (a)(3)(4)(5) DCS ACSI SABRE	Check-in via DCS ACSI SABRE of the Carrier	passenger	For calculation the points upon criteria 18 the following order is applied: - If the participant marks «yes» in Application to attend the tender, then the maximum 4 (four) points as per this criteria is applied. - If «no», zero points applied	4
Criteria 19	6.2.1 (a)(c)(1) DCS ACSI ASTRA 6.2.2. (a)(3)(4)(5) DCS ACSI ASTRA	Check-in via DCS ACSI ASTRA of the Carrier	passenger	For calculation the points upon criteria 19 the following order is applied: - If the participant marks «yes» in Application to attend the tender, then the maximum 4 (four) points as per this criteria is applied. - If «no», zero points applied	4
Criteria 20	NA	Full acceptance of Carrier's Ground handling Agreement's draft by participant	NA	For calculation the points upon criteria 20 the following order is applied: - If the participant marks «yes» in Application to attend the tender, then the maximum 4 (four) points as per this criteria is applied. - If «no», zero points applied	4
Criteria 21	NA	Full acceptance of Carrier's SLA Agreement's draft by participant	NA	For calculation the points upon criteria 21 the following order is applied: - If the participant marks «yes» in Application to attend the tender, then the maximum 4 (four) points as per this criteria is applied. - If «no», zero points applied	4
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. 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-ФZ 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 my 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 waive 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 Participation[1] **In the Procurement Procedure:**
(state the name of the procurement procedure, procedure number if necessary lot number)
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)
(state full name of legal entity/last name, first name, patronymic of individual)
Registered at the following address:
(state place of location address of legal entity/place of residence of individual)
proposes to conclude the agreement for
(state the subject-matter of the agreement)
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: Handling Basic rate A319 Handling Basic rate A320 Handling Basic rate B738 Handling Basic rate B777 Handling Basic rate B747 Change pillow covers Fold and stow blankets on A319/320/B738 Fold and stow blankets on B777/B747 Provide for suitable storage space for the Carrier's cabin material Arrange for laundering of blankets Arrange for laundering of linen (pillow covers, linen napkins) GPU Transport for passengers between aircraft A320/B738 and terminal Transport for passengers between aircraft B777/B747 and terminal Transport for crew transportation on apron ASU Arrange for lounge services upon the Carrier's request without surcharge for third Party/ies service provision Check-in via DCS ACSI SABRE of the Carrier Check-in via DCS ACSI ASTRA of the Carrier Full acceptance of Carrier's Ground handling Agreement's draft by participant Full acceptance of Carrier's SLA Agreement's draft by participant
2. This Request for participation in the request for quotations, request for proposals, is to

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

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-ФZ 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.
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	
(DD) (MM) (YYYY)	

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

BIDDER QUESTIONNAIRE FORM[2]
Procurement Procedure

(state the name of procedure)

Procedure No. _____ **Lot No.** _____
(state the procedure number) *(state the lot number)*

(state full name of entity in accordance with the Articles of Association and legal organizational form)

(state abbreviated name of the entity in accordance with the Articles of Association)

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:

[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

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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 _____

(title of the Principal) *(signature)* *(state initials, last name)*

SEAL

Date of Issuance _____ _____ _____

(DD) *(MM)* *(YYYY)*

Statements of work

1. Procurement subject:
Ground handling services in airport Barcelona El Prat, Spain

2. Type of service:
For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A (SGHA 2008) at the following rates:

SECTION 1 – REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General
1.1.2
1.1.3
1.1.4

1.2 Administrative Functions
1.2.1
1.2.2
1.2.3 (a)-(i)(k)
1.2.4
1.2.5 (a) on request
1.2.6 (c) __% disbursement

1.3 Supervision and/or Coordination
1.3.3
1.3.6
1.3.8

1.4 Station Management
1.4.6 on request

SECTION 2 – PASSENGER SERVICES

2.1 General
2.1.1
2.1.2
2.1.3 (a)(1) (7) at additional charge
(b)(2)-(6) at additional charge
2.1.4 in accordance with the Carrier's GHM, extra services to be provided in case of the Carrier's request. Payment of extra services upon factual costs (invoices) plus __% disbursement is applicable. In case of irregularities coordination with the Carrier's appointed supervisor/representative (if any) and Ops is a must have.
2.1.5
2.1.6 (a)
2.1.7 (up to 5 PIR free of charge, over 5 – EUR __ per PIR) (a)(b) - the Handling company WorldTracer (WT) account (c – in 5 days)
(f)

(e)

2.1.8 to report the Carrier all the relevant documentation (information about the baggage found with number of baggage pieces as per each type - AHL, OHD, DPR, FWD, file numbers of AHL, OHD, DPR, printouts of FWD and items found). The report must be sent to the Carrier together with the invoices as per Paragraph 4 of the contract. The Carrier has the right to redirect lost/damaged baggage costs to the Handling Company in case of the Handling Company's fault.

2.1.9 (a)(b)(1) Separate counter for business class passengers is a must have. One counter per each economy class 60 passengers booked. Check-in counters to be opened in 180 minutes before STD.

(a)(5) arrival service/lost & found

(b)(3) (only upon Carrier's preliminary written request and at additional charge without surcharge for third Part/ies service provision) Invitations to be given to appropriate passengers at check-in to enter the lounge in accordance with the Carrier's instructions.

2.2 Departure

2.2.1

2.2.2 (a)

(b) upon additional notification from the Carrier

2.2.3 (a) with reference to subparagraph 1.13 of the Agreement

(b)

2.2.4 (a)(1)(2 – upon additional request from the Carrier)

(b)

2.2.5 (a) (b)

2.2.6 (a)

(b) upon additional request from the Carrier Baggage tags (including cabin luggage) to be provided free of charge. Special tags (DAA etc.) – at additional charge

2.2.7

2.2.8 at additional charge

2.2.10 (a)-(c)(1)(2)

2.2.11 (a)

2.2.12

2.2.13 (a)-(h)

2.2.14 (a)-(c) ref. to p. 1.14 of the Agreement

2.3 Arrival

2.3.1

2.3.2

2.3.3 (b) (1)

<u>SECTION 3 – RAMP SERVICES</u>

3.1 Baggage Handling

3.1.1

3.1.2 (a)(b)

3.1.3 (a)(b)

3.1.4 (a)(b)

3.1.5

3.1.6 (a)(b)

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

3.3 Parking

3.3.1 (a)(b)

3.3.2 (f-safety cones)
3.3.3 (a)(70 minutes for narrow body and 120 minutes for wide body aircrafts included in basic rate. extra time with each 15 minutes charged – on request and at additional charge)
(c)

3.4 Cooling and Heating
3.4.1 (a) on request and at additional charge (c)
3.4.2 (a) on request and at additional charge (c)

3.5 Ramp to Flight Deck Communication
3.5.1
3.5.2 (a)(b)

3.6 Loading and Unloading
3.6.1 (a)(c)(1),(b)(3),(c)(1)(3) (90 minutes for NB AC included; 150 minutes for WB AC included)
3.6.2 (a)(b) (1) (buses for passengers Y, C class)
(b)(1) separate transport for business class passengers – on request and at additional charge
(a)(2) - at additional charge
3.6.3 (a)
3.6.4 (a)(1)(2)
3.6.5 (a)(1)(2,3 – on request and additional charge)(4)(5)
3.6.6
3.6.7
3.6.8 (a)(b)
3.6.10 (a)(1)

3.7 Starting
3.7.1 (a) on request at additional charge (c)

3.8 Safety Measures
3.8.1 (a) (b)
3.8.2 (a)(b)(1)(2)

3.9 Moving of Aircraft
3.9.1 (a) (b)
3.9.2 (b)
3.9.3 (a) one pushback is included in basic handling charge, per turnaround
(b) on request and at additional charge

3.11 Interior Cleaning (ref. to p.1.17 of Agreement)
3.11.2 (a)-(j) on request at additional charge
3.11.5 on request at additional charge
3.11.7 (a)
(b) on request
3.11.8 (a, b) on request at additional charge
3.11.9 (a)
3.11.10 (a, b) at additional charge
3.11.11 (b) (1)(2) on request at additional charge

3.12 Toilet Service
3.12.1 (a)(1) (b)(2) on request at additional charge

3.13 Water Service
3.13.1 (a)(1)(2)(3) on request at additional charge

3.15 Storage of Cabin Material
3.15.1 (a) on request at additional charge, the rate including required manpower
3.15.2
3.15.3 (b)

3.17 De-icing/Anti-Icing Services and Snow/Ice Removal
3.17.3 (a)(b)(1) on request at additional charge (2) on request and at additional charge
3.17.4 on request and at additional charge
3.17.5
3.17.6
3.17.8

SECTION 4 – LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control
4.1.1
4.1.2 (a)-(e)(1)

4.2 Communications
4.2.1 (a)(b)(c)(d)
4.2.2 (a)(b)

4.3 Flight ops. – General
4.3.1
4.3.2

4.4 Flight prep. at airport of departure
4.4.1 (a) (b) (meteo available on the internet or sent by the Carrier is free of charge, otherwise costs will be recharged; printing of documents up to 10 pages free of charge otherwise at additional charge)
4.4.2
4.4.3 (c)(d)
4.4.4 (e)(1)(2 - at additional charge)
4.4.5
4.4.6 (c)(1)
4.4.7
4.4.8

4.6 Flight ops. En-route Flight Assist.
4.6.1 (a) (b)

4.9 Flight ops. – Crew Administration
4.9.1
4.9.2 (a)(b) on request and recharge
4.9.3 (b) on request and recharge
4.9.4
4.9.7

SECTION 5 – CARGO AND MAIL SERVICES

5.1 Cargo and Mail Handling – General
5.1.3 (a)(7)

SECTION 6 – SUPPORT SERVICES

6.2 Automation / Computer Systems
6.2.1 (a)(c)(1) DCS ACSI SABRE or DCS ACSI ASTRA, (2)
6.2.2. (a)(3)(4)(5) DCS ACSI SABRE or DCS ACSI ASTRA, (b)(6)

6.3 Unit Load Device (ULD) Control
6.3.1 (a)(1)(2) on request
6.3.2
6.3.3 (b)
6.3.4
6.3.5

6.5 Ramp Fuelling / Defueling Ops.
6.5.1
6.5.3 only wide body aircrafts

6.6 Surface Transport
6.6.1 (b)(1)(2)(b)(c) on request and at additional charge

6.7 Catering Services – Liaison & Adm.
6.7.1

SECTION 7 – SECURITY

7.1 Passenger/Baggage Screening & Reconciliation
7.1.1 (a)(1)(2)
7.1.2 (b)(1)-(5)
7.1.3 (b)(1)(2)(3)
7.1.4 (a)(1)(2)(3)(4)

7.2 Cargo and Post Office Mail
7.2.1 (a)(1)(2)(3)(5) (on request at additional cost)

7.4 Aircraft
7.4.1 (a)(1-during boarding process in air bridge positions)(2-near aircraft)

7.4.2 (a) (1)(2)(3)(4) (on the Carrier's request at additional cost)
(a) 1 (articles 8-11 of the aircraft security check, Attachment 1 to Annex B1.0)
7.4.3 (a)(1)(2) (on the Carrier's request at additional cost)

2. Nomenclature, description of goods, possibility of substitution, equivalent:
In accordance with Agreement' conditions (after - Agreement).

3. Volume
Not determined

4. Place of services delivery
Ground handling services in airport Barcelona El Prat, Spain

5. Terms and shipping schedule for goods, works and services
During the whole period of validity of the Agreement

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, works and services, 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 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:
The Handling Company must provide the services in accordance of Article 5 of the Main Agreement and Service Level Agreement. Service Level Agreement must be drawn up as Addendum (SLA) to the Agreement. The services must be performed in accordance with internal manuals and instructions of the Customer (documentation in Russian and English; access to documentation will be provided after the Agreement is signed) and in accordance with requirements and recommendations of ICAO and IATA.
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 – not applicable.

7. Requirements to pricing of the goods: if delivery is included into the price of the goods or not, loading/unloading, insurance, assembling, personnel training, customs payments, paid upon release for goods for internal usage on the territory of Customs Union etc.
In accordance with the Agreement's conditions

8. Requirements to the acceptance of the goods, work, service
Not determined

9. Requirements to the term and guarantee on good's, work, service quality
Not determined

10. General requirements to the Handling Company
10.1 The Handling Company must have the appropriate license, issued by National Aviation Authority, on ground handling (terminal and ramp handling inclusive) in airports of Spain (El Prat Barcelona). Scanned copy of license, which proves the right of the handling Company to provide these services in mentioned airports must be presented upon completion of the application to take part in the tender.

10.2 The Handling Company must have qualified and trained staff for services provision in DCS ACSI SABRE. The Handling Company must present the confirmation in free written form letter (with signature and stamp) by which it guarantees that its staff is trained to make check-in in DCS ACSI SABRE, and has the similar experience in handling of other airlines. The letter must be presented by the Handling Company upon completion of the application to take part in the tender.

10.3 The Handling Company must present to the Customer the confirmation in free written form (with signature and stamp), by which it guarantees that all its staff has valid airport passes to provide handling of Customer's flights in mentioned airport of Spain. The letter must be

presented by the Handling Company upon completion of the application to take part in the tender.

10.4 In case the Handling Company fully accepts the Agreement draft of the Carrier, the Handling Company marks «yes» in application to tender application. If does not accept – «no».

10.5 All documents must be presented in Russian or English. If the documents are in Spanish the translation to Russian or English must be attached.

11 Other requirements

11.1 Basic rates on handling, which are offered by the participants, must not exceed the maximum rate of the handling of one turnaround flight, established by the Carrier (without VAT):

A319 – 970 EUR
A320/B737-800 – 1 160 EUR
B777 – 2 900 EUR
B747 – 3 080 EUR

In accordance with planned schedule the Handling Company will operate flights to Barcelona approximately on everyday basis on SS 2018.
key aircraft type: A319, B737, B747 (volume is not guaranteed):
A319:
period: from 27.03.2018 to 19.05.2018 - .2…6. days
period: from 20.05.2018 to 30.09.2018 – 1234567 days
period: from 02.10.2018 to 27.10.2018 - .2…6. days
B737:
March 28, 2018 - ..3…. day
March 31, 2018 -…..6. day
period: from 27.05.2018 to 03.06.2018 – ….5.7 days
June 2018: 02, 05, 12, 23 - .2…6. days
July 2018: 03, 14, 24 - .2…6. days
August 2018: 04, 14, 25 - .2…6. days
September 2018: 04, 15, 25 - .2…6. days
October 2018: 06 - …..6. day
B747:
June 2018: 06 - ..3…. day
period: from 08.06.2018 to 15.06.2018 - ….5.. day
period: from 09.06.2018 to 22.09.2018 - …..6. day
period: from 10.06.2018 to 30.09.2018 - ……7 day
period: from 12.06.2018 to 25.09.2018 - .2….. day
period: from 13.06.2018 to 19.09.2018 - ..3…. day
period: from 29.06.2018 to 28.09.2018 - ….5.. day

Flight program with more depth is not confirmed.

11.2 Arrange for lounge services upon the Carrier’s request without surcharge for third Party/ies service provision 2.1.9 (b)(3).

11.3 Right of the Procurement Bidder to submit a draft of counter-agreement:
Applicable
* The procurement Bidder has the right to propose a counter-draft Agreement, complying with all the mandatory conditions specified in the procurement documentation, including those

specified by the Customer in the draft Agreement: 1.13, 1.14, 1.15, 1.17, §4 (except bank details of the Handling Company), §7, §11, §13, §15.

Appendix 4
To Procurement Documentation

STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE

ANNEX B1.0 LOCATIONS, AGREED SERVICES, FACILITIES AND CHARGES
to the Standard Ground Handling Agreement (SGHA) of January 2008

Between: Rossiya Airlines JSC

having its principal office at: 18/4 Pilotov Street
St Petersburg, 196210
Russia

hereinafter referred to as: "the Carrier"

and: …….
having its principal office at: …….

hereinafter referred to as: "the Handling Company"

This **Annex B1.0** (hereinafter referred to as Annex B, contract or Agreement)

For the location: Barcelona (BCN)

is valid from: 01.07.2018
and is replacing: all previous

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 2008, 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

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.

SECTION 1 – REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

1.1.2
1.1.3
1.1.4

1.2 Administrative Functions

1.2.1
1.2.2
1.2.3 (a)-(i)(k)
1.2.4
1.2.5 (a) on request
1.2.6 (c) on the Carrier's request only (accommodation, ground transport, drink, meal and communication [Over two hours delay – 2 phone calls or 2 electronic messages] __% disbursement to be applied

1.3 Supervision and/or Coordination

1.3.3
1.3.6
1.3.8

1.4 Station Management

1.4.6 on request

SECTION 2 – PASSENGER SERVICES

2.1 General

2.1.1
2.1.2
2.1.3 (a)(1) (7) at additional charge
(b)(2)-(6) at additional charge
2.1.4 in accordance with the Carrier's GHM, extra services to be provided in case of the Carrier's request. Payment of extra services upon factual costs (invoices) plus __% disbursement is applicable. In case of irregularities coordination with the Carrier's appointed supervisor/representative (if any) and Ops is a must have.
2.1.5
2.1.6 (a)
2.1.7 (up to 5 PIR free of charge, over 5 – EUR __ per PIR) (a)(b) - the Handling company WorldTracer (WT) account (c – in 5 days)
(f)
(e)
2.1.8 to report the Carrier all the relevant documentation (information about the baggage found with number of baggage pieces as per each type - AHL, OHD, DPR, FWD, file numbers of AHL, OHD, DPR, printouts of FWD and items found). The report must be sent to the Carrier together with the invoices as per Paragraph 4 of the Agreement. The Carrier has the right to redirect lost/damaged baggage costs to the Handling Company in case of the Handling Company's fault.

2.1.9 (a)(b)(1) Separate counter for business class passengers is a must have. One counter per each economy class 60 passengers booked. Check-in counters to be opened in 180 minutes before STD.

(a)(5) arrival service/lost & found

(b)(3) (only upon Carrier's preliminary written request and at additional charge without surcharge for third Part/ies service provision) Invitations to be given to appropriate passengers at check-in to enter the lounge in accordance with the Carrier's instructions.

2.2 Departure

2.2.1

2.2.2 (a)

(b) upon additional notification from the Carrier

2.2.3 (a) with reference to subparagraph 1.13 of the Agreement

(b)

2.2.4 (a)(1)(2 – upon additional request from the Carrier)

(b)

2.2.5 (a) (b)

2.2.6 (a)

(b) upon additional request from the Carrier Baggage tags (including cabin luggage) to be provided free of charge. Special tags (DAA etc.) – at additional charge

2.2.7

2.2.8 at additional charge

2.2.10 (a)-(c)(1)(2)

2.2.11 (a)

2.2.12

2.2.13 (a)-(h)

2.2.14 (a)-(c) ref. to p. 1.14 of the Agreement

2.3 Arrival

2.3.1

2.3.2

2.3.3 (b) (1)

<u>SECTION 3 – RAMP SERVICES</u>

3.1 Baggage Handling

3.1.1

3.1.2 (a)(b)

3.1.3 (a)(b)

3.1.4 (a)(b)

3.1.5

3.1.6 (a)(b)

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

3.3 Parking

3.3.1 (a)(b)

3.3.2 (f-safety cones)

3.3.3 (a)(70 minutes for narrow body and 120 minutes for wide body aircrafts included in basic rate. extra time with each 15 minutes – on request and at additional charge)

(c)

3.4 Cooling and Heating

3.4.1 (a) on request and at additional charge (c)

3.4.2 (a) on request and at additional charge (c)

3.5 Ramp to Flight Deck Communication
3.5.1
3.5.2 (a)(b)

3.6 Loading and Unloading
3.6.1 (a)(c)(1),(b)(3),(c)(1)(3) (90 minutes for NB AC included; 150 minutes for WB AC included)
3.6.2 (a)(b) (1) (buses for passengers Y, C class)
(b)(1) separate transport for business class passengers – on request and at additional charge
(a)(2) - at additional charge
3.6.3 (a)
3.6.4 (a)(1)(2)
3.6.5 (a)(1)(2,3 – on request and additional charge)(4)(5)
3.6.6
3.6.7
3.6.8 (a)(b)
3.6.10 (a)(1)

3.7 Starting
3.7.1 (a) on request at additional charge (c)

3.8 Safety Measures
3.8.1 (a) (b)
3.8.2 (a)(b)(1)(2)

3.9 Moving of Aircraft
3.9.1 (a) (b)
3.9.2 (b)
3.9.3 (a) one pushback is included in basic handling charge, per turnaround
(b) on request and at additional charge

3.11 Interior Cleaning (ref. to p.1.17 of Agreement)
3.11.2 (a)-(j) on request at additional charge
3.11.5 on request at additional charge
3.11.7 (a)
(b) on request
3.11.8 (a, b) on request at additional charge
3.11.9 (a)
3.11.10 (a, b) at additional charge
3.11.11 (b) (1)(2) on request at additional charge

3.12 Toilet Service
3.12.1 (a)(1) (b)(2) on request at additional charge

3.13 Water Service
3.13.1 (a)(1)(2)(3) on request at additional charge

3.15 Storage of Cabin Material
3.15.1 (a) on request at additional charge, the rate including required manpower
3.15.2
3.15.3 (b)

3.17 De-icing/Anti-Icing Services and Snow/Ice Removal
3.17.3 (a)(b)(1) on request at additional charge (2) on request and at additional charge
3.17.4 on request and at additional charge
3.17.5
3.17.6
3.17.8

SECTION 4 – LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control
4.1.1
4.1.2 (a)-(e)(1)

4.2 Communications
4.2.1 (a)(b)(c)(d)
4.2.2 (a)(b)

4.3 Flight ops. – General
4.3.1
4.3.2

4.4 Flight prep. at airport of departure
4.4.1 (a)(b) (meteo available on the internet or sent by the Carrier is free of charge, otherwise costs will be recharged; printing of documents up to 10 pages free of charge otherwise at additional charge)
4.4.2
4.4.3 (c)(d)
4.4.4 (e)(1)(2 - at additional charge)
4.4.5
4.4.6 (c)(1)
4.4.7
4.4.8

4.6 Flight ops. En-route Flight Assist.
4.6.1 (a) (b)

4.9 Flight ops. – Crew Administration
4.9.1
4.9.2 (a)(b) on request and recharge
4.9.3 (b) on request and recharge
4.9.4
4.9.7

SECTION 5 – CARGO AND MAIL SERVICES

5.1 Cargo and Mail Handling – General
5.1.3 (a)(7)

SECTION 6 – SUPPORT SERVICES

6.2 Automation / Computer Systems
6.2.1 (a)(c)(1) DCS ACSI SABRE or DCS ACSI ASTRA, (2)
6.2.2. (a)(3)(4)(5) DCS ACSI SABRE or DCS ACSI ASTRA, (b)(6)

6.3 Unit Load Device (ULD) Control
6.3.1 (a)(1)(2) on request
6.3.2
6.3.3 (b)
6.3.4
6.3.5

6.5 Ramp Fuelling / Defueling Ops.
6.5.1
6.5.3 only wide body aircrafts

6.6 Surface Transport
6.6.1 (b)(1)(2)(b)(c) on request and at additional charge

6.7 Catering Services – Liaison & Adm.
6.7.1

SECTION 7 – SECURITY

7.1 Passenger/Baggage Screening & Reconciliation
7.1.1 (a)(1)(2)
7.1.2 (b)(1)-(5)
7.1.3 (b)(1)(2)(3)
7.1.4 (a)(1)(2)(3)(4)

7.2 Cargo and Post Office Mail
7.2.1 (a)(1)(2)(3)(5) (on request at additional cost)

7.4 Aircraft
7.4.1 (a)(1-during boarding process in air bridge positions)(2-near aircraft)

7.4.2 (a) (1)(2)(3)(4) (on the Carrier's request at additional cost)
(a) 1 (articles 8-11 of the aircraft security check, Attachment 1 to Annex B1.0)
7.4.3 (a)(1)(2) (on the Carrier's request at additional cost)

BASIC HANDLING CHARGES

1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall charge the Carrier for the performance of the agreed services as specified in Paragraph 1 of this Annex at the following rates (in EUR):

Passenger aircraft type	Basic handling charge (in EUR)
A319	…….
A320/B737-800	…….
B777	…….
B747	…….

1.2 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.

1.3 Handling in case of technical and/or fuelling landing for other than commercial purposes will be charged at _____ (__%) of the above prices in Sub-Paragraph 1.1, provided that a physical change of load is not involved.

1.4 Handling in case of return to ramp involving a physical change of load will be charged as for handling in case of technical landing in accordance with Sub-paragraph 1.3 above.

1.5 In case of diversions of aircraft from its scheduled destination due to any reason and consequent Irregularity handling (i.e. arrange surface transport), a charge of __% of the standard handling charges is applicable for services provided at the scheduled airport of departure.

1.6 No extra charges will apply for providing the services on legal holidays, at night or overnight stops.

1.7 In case a flight operates 4 hours or more delayed (between landing – on block and departure – off block) for reasons caused by the Carrier, the charges of sub-paragraph 1.1 (basic handling charge) hereof may be increased by __%. The Handling Company shall be guided by information about flight ATA and/or ATD received from the Carrier's Supervisor, and/or Representative 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 does not receive a reply from the Carrier on its written request.

1.8 Handling of load in/empty out flights will be charged at __% of the rates under Sub-Paragraph 1.1.

1.9 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office full 48 hours prior to the scheduled departure time.

1.10 Any flights cancelled between 48 and 24 full hours before schedule departure will be charged at __% of the applicable handling fee.

1.11 Any flights cancelled between 24 and 12 full hours before schedule departure will be charged at __% of the applicable handling fee.

1.12 Any flights cancelled between 12 and 0 hours before scheduled time of departure will be charged at __% of the rates listed in Paragraph 1.

1.12.1 For non-scheduled night stops requiring passenger accommodation and assistance, the Handling Company shall charge the Carrier an additional __% of the agreed full handling rate.

1.13 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:

a) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa, vaccination and other certificates) while verification during check-in process.

b) The Handling company is responsible for:

- Checking the presence of passenger's passport and visa of the Russian Federation;

- Checking the validity of all travel documents (passport, visa, vaccination and other certificates) with the exception of fake or forged travel documents when the forgery is not easily detectable;
- Checking the entry permit according to the visa type (single or multiple entry visa).
  Documents and visa control shall be only based on travel document requirements published in Travel Information Manual (TIM) and the TIMATIC information system.

  In case of failure to provide travel documents (passport, visa) or in case of travel documents expiration, the passenger shall not be allowed to board on aircraft. Should a passenger with expired travel documents arrive to the airport of Russian Federation, the Carrier has the right to redirect the payment of the imposed fine to the Handling company in accordance with the exchange rate of the Central Bank of the Russian Federation (EUR / RUB) as of the date of the issuing of the administrative act (the Police of the Russian Federation). In case the Carrier had to pay any additional costs for such a passenger e.g. meals at the airport, ticket cost, accommodation or transfer, the Carrier reserves the right to redirect the costs to the Handling Company according to (EUR/ RUB) exchange rate stipulated by Central Bank of Russia Federation on the date the service has been rendered.

1.14 All documentation concerning the flight must be transferred to the appointed Supervisor or representative office (as agreed with the Carrier in advance) not later than in 2 days after the flight operated (if not advised another in written). Forwarding of documentation is accompanied by register creation in agreed form.

The Handling Company is responsible for the loss of any flight documentation and its validity until given to the Supervisor or representative office.

The package includes:

- Load sheet
- Flight coupons
- Checklist of PAX which were checked-in upon e-tickets (with numbers of e-tickets)
- FIM (total amount of flight coupons mentioned in e-ticket PAX check-list & PAX FIM must get in the line with PAX quantity mentioned in load sheet)
- EXB receipts, as received by the Ticket counter (EXB weight in receipts must get in line with load sheet data)
- Printouts and docs regarding L&F (ref. p. 2.1.8 paragraph 1 Handling Services)
- Cargo Manifest, AWBs, Mail Manifest, Mail delivery bill CN38.
  (Note: Cargo & mail volumes must get in the line with load sheet data).

  In case of accepting passengers, luggage, cargo or mail with invalid flight documents for carriage, the Handling Company reimburses the full carriage cost according to currently effective rates, based on amount of lost documents.

1.15 The Handling Company shall provide the register of the lounge visitors on the monthly basis according to the instruction received from the Carrier in written. In case of an absence of any required information related to the visitor within the register, the Carrier reserves the right not to pay for such visitor.

The register shall be prepared in accordance with the following form:

Information about the passenger				**Information about the Card (if applicable)**			
No	Flight number	Date	Passenger name	Card Type (Gold,Platinum)	Card number	Airline, that provided the card	Presence of 1 invited passenger
1	SU/FVxxxx	dd/mm/yyyy	Mr. X Y	Gold	xxxxxxxxxxxx	Aeroflot	1

2	SU/FVxxxx	dd/mm/yyyy	Mr. Y X	Elite	xxxxxxxxxx	Skyteam	-
3	SU/FVxxxx	dd/mm/yyyy	Ms. X X	no card, Business class	-	-	-
…	…	…	…	…	…	…	…

The access to the Lounge shall be provided for the following categories of Carrier's passengers of flights FV6001-6999:

a) Business Class passengers

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

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

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

1.16 The Handling company shall report the Carrier on compliance with the Carrier's requirements, instructions and manuals. The form of reporting is published on the official web-site of the Carrier in section "For Partners" http://rossiya-airlines.com/en/about/for_partners/ (the access to the section will be provided additionally after signing of the agreement). The report to be prepared not later than on the 10th day of the month next to the reporting one.

1.17 Upon receiving new instructions, orders, recommendations, etc. from the Carrier, the Handling Company shall send to the Carrier, within 3 (three) business days, confirmation of the receipt of the letter and of its acceptance into work as soon as possible if not possible to meet the Carrier´s proposed date.

1.18 Notwithstanding Sub-Article 5.2 of the Main Agreement, the Handling Company will carry out all Services in accordance with the Carrier's operating manuals and its reasonable written instructions. The Carrier shall make available all manuals to the Handling Company with the relevant operating instructions, in default of which the Handling Company shall carry out all Services in accordance with its own standard procedures.

1.19 Regarding the possibility to make the delivery the parties agreed on the following:

Rossiya Airlines JSC will make the periodical shipping of cleaning & dressing materials/goods on a grant basis in the number of defined within the export invoices, delivery basis is DDP Airport name (e.g. DDP El Prat Barcelona), in accordance with Incoterms 2010.

The address and bank details of the Handling Company – as per this contract.

Return shipment (if ever required, from exact airport within this contract) is done on a grant basis, delivery basis is EXW Airport name (e.g. El Prat Barcelona), in accordance with Incoterms 2010.

1.20 **Cleaning Services (prices in EUR)**

Passenger aircraft type	**Basic price (in EUR)**
A319	…….
A320/B737-800	…….

B777	…….
B747	…….

Paragraph 2 – ADDITIONAL CHARGES

2.1 All other services and equipment not included in Paragraph 1 and 2 and Sub-Paragraph 3.5 of this Annex B1.0 will be charged for at local rates, prevailing at the time such services are performed.

ANNEX A SECTIONS	*TYPE OF SERVICE OR EQUIPMENT*	*PER (UNIT)*	*CHARGE, EUR*
2.1.3 (1)	Unaccompanied minors	per service	…….
2.1.3 (2)	Wheel chair with operator	per service	
2.1.3 (3)	VIP Service	per PAX	
2.1.3 (6)	Ambulift with operator	per unit	
2.1.9 (1)	Extra counter manned with check-in agent	per 60 min	…….
2.1.7	L&F	per file	……..
3.3.3	GPU (in excess of first 70 min for NB AC) (in excess of first 120 min for WB AC)	per 15 min	…….
3.7.1 (a)	ASU	per start	
4.4.4 (e)(2)	Local A-CDM procedure	per turnaround flight	…….
3.4.1 (a), 3.4.2 (a)	ACU	per 15 min	…….
3.9.3 (a)	Pushback (in addition to the first one)	per service AC	…….
		per A319	
		per A320/B737-8	
		per B777/B747	
3.6.2 (1)	Passenger transport between aircraft and terminal (C, Y) for NB aircraft	1 way trip	…….
	Passenger transport between aircraft and terminal (C, Y) for WB aircraft		…….
3.6.2 (2)	Crew transportation	1 way trip	…….
3.11.5	Fold and stow blankets, narrow body	per turnaround flight	…….
3.11.5	Fold and stow blankets, wide body	per turnaround flight	…….
3.11.8 (a)(b)	Collect and/or distribute in cabin & toilets items provided by the Carrier	per turnaround flight	
3.11.7 (b)	Change pillow covers. Covers to be supplied by the Carrier	per turnaround flight	…….
3.11.10 (a,b)	Remove and destroy food & material left over from incoming flights	per turnaround flight	…….
3.11.11 (b)(1)	Arrange for laundering of cabin blankets	per pcs	…….
3.11.11 (b)(2)	Arrange for laundering of linen (linen napkins, pillow covers etc.)	per pcs	…….
3.15.1 (a)	Provide for suitable storage space for the Carrier's cabin material	per turnaround flight	…….
3.17.3 (a)(1)	Provide anti-icing units	per turnaround flight	…….
3.17.3 (a)(2)	Provide de-icing units	per turnaround flight	…….
3.17.4	Provide de-icing/anti-icing fluids, for narrow body aircraft	per turnaround flight	…….
3.17.4	Provide de-icing/anti-icing fluids, for wide body aircraft	per turnaround flight	…….
6.2.1 (a)(b)(c)(2)	Handling Company's system (check-in & load sheet)	per departing passenger	…….
6.2.2 (b)(3)(4)(5)	Handling Company's system (except DCS ACSI SABRE or ASTRA)	per departing passenger	…….
2.2.6 (a)	DAA tags	per turnaround flight	

2.1.9 (b)(3)	Arrange for lounge services (in accordance with the Carrier's instructions, with provision the required reporting to the Carrier)	per passenger	…….
NA	Human remain	per service	…….

DCS fee is not applicable if SABRE ACSI or ASTRA ACSI is used.
All the other additionally requested services shall be charged at the current local rates published in the price list of the Handling Company with providing to the Carrier __% discount. The actual price list shall be provided to the Carrier in written (duly signed and stamped) not later than in 1 day period after the written request.

Paragraph 3 - DISBURSEMENTS

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

Paragraph 4 – SETTLEMENTS OF ACCOUNTS

4.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices on a fortnightly basis in EUR for the services performed hereunder and the Carrier shall pay the Handling Company by direct bank transfer within 30 banking days of the date of invoices' receipt by the Carrier's Accounting Department. The Handling Company is obliged to send the hard copies of invoices within three days since the invoicing date.

4.2 All payments shall be made in EUR. All services charges shall be indicated in EUR.

4.3 All invoices scanned copies must be sent in electronic format not later than on the 05th day of the month next to the invoicing to the e-mail of the:
- Carrier's Accounting Department on the date of issuance: OKR@rossiya-airlines.com
- Carrier's Contract Division: M.Sukhachev@rossiya-airlines.com
The Handling Company shall attach all the additional documents required (invoices of the 3rd Parties, requests for provision of additional services, L&D docs etc.)

Among such documents there must be documents for confirmation of the search for baggage:
- Providing an account with information on the amount of baggage for each type of AHL, OHD, DPR, FWD;
- Providing file numbers AHL, OHD, DPR;
- Providing FWD printouts and found items;
-documents for confirmation of luggage delivery with the signature of the recipient;
BDO prints for each AHL file.

4.4 The Handling Company's bank details:

The Carrier's bank details:
Company name: «Rossiya Airlines» joint stock company
Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA
SWIFT: SABRRU2P
Acc. transit 40702978455001000080
Acc. current 40702978155000000080
Correspondent Bank: Deutsche Bank AG, Frankfurt am Main
SWIFT:DEUTDEFF

Both Parties mutually agreed that each Party will pay own bank expenses linked with the settlement of invoices.
The rates quoted for basic handling and services stipulated Annex B are subject to an annual price adjustment by the Handling Company starting from the 01st July 2019 and for any subsequent year where this Agreement shall remain into force.
From 01st July 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. This notification shall contain information about new rates and the date they come into effect. Revisions shall take place annually according to the positive CPI factor of the previous year.
Such price adjustment cannot be more than __% annually.

4.5 The Handling Company reserves the right to charge interest at rate 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 fails to fulfill its obligation under this Sub-paragraph 4, the Handling Company has the right to request prepayment to cover for the Carriers operations. Such request shall be sent to the Carrier in written via official notification 15 calendar days in advance.

Any claims and disputes regarding mistakes in invoices have no limitation period.

4.6 The handling charges agreed upon do not include the Value Added Tax (VAT), which will be levied additionally if applicable.

4.7 In accordance to Main Agreement, sub-article 6.2, prices do not include AENA Airport Tasa H or any other tax or port fee that may be assessed. This will be invoiced separately and born by the Carrier.

4.8 All costs derived in a future and mandatory by AENA to cover the PNS (Plan Nacional de Seguridad) due to terrorism, war, riots or any other security needs will be borne by the Carrier.

Paragraph 5 – TRANSFER OF SERVICES

5.1 The Handling Company subcontracts following companies, which perform the following services:

Location	***Company***	***Service Items***
…….	…….	…..

5.2 The Handling Company shall have written agreements with its sub-contractors for services mentioned in this Annex B. The Handling Company shall be ready to display for the Carrier such agreements, where confidential business information will be concealed, and organize provision of the services by sub-contractors in accordance with the requirements of the Carrier.

5.3 The Carrier shall have the right to audit the sub-contractors.

Paragraph 6 - LIMIT OF LIABILITY

6.1 The limit of liability referred to in Sub-Article 8.5 (2008) of the Main Agreement shall be as follows:

Aircraft Type	Limit (per incident) USD
A319/A320/B737-800	750 000
B 777	1 000 000
B 747	1 500 000

6.2 Referring to Sub-Article 8.6 of the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission who could be avoided if procedures were followed.

Paragraph 7 - DURATION, MODIFICATION AND TERMINATION

7.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the Annex B1.0 is valid for a period of 3 years, from 01.07.2018 until 30.06.2021 (inclusively). The Annex B1.0 can be terminated without any restrictions at any time by either Party providing with 60 calendar days prior written notice to the other Party.

7.2 Notwithstanding above sub-paragraph 7.1, if in the opinion of the Carrier the Handling Company fails to provide a consistently satisfactory level of service, the Carrier reserves the right to provide the Handling Company with written notice that urgent correction to improve the services level is required within 10 calendar days.

7.3 The total amount of the contract during the period 01.07.2018 until 30.06.2021 (inclusively) will not exceed 4 400 000 EUR (without VAT). Such limitation is fixed for the Carrier's own purposes. This amount is not guaranteed for payment.

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

7.5 All modifications of this agreement must be done in written 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
Saint Petersburg 196210
Russia
Attn. Ground Handling Department
Tel: +7 495 1397600
E-mail: contract@rossiya-airlines.com

To the **Handling Company:**

Paragraph 9 – ARBITRATION, JURISDICTION, APPLICABLE LAW

9.1 Notwithstanding the provisions of Article 9. of the Main Agreement, the applicable law shall be the law of Spain.

9.2 All disputes, controversies or differences, which may arise between the Carrier and the Handling Company out of or in relation to or in connection with this Agreement, or the breach thereof, shall be finally settled by the Courts of Spain in accordance with the law

and jurisdiction of the state.

Paragraph 10 – SERVICE LEVELS AND STANDARDS

10.1 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels and Standards mutually agreed upon between the Parties. Service Levels and Standards should be finalized as an Addendum (SLA) to the current Annex B1.0.

10.2 The local representatives or any other designated persons from the Parties will meet at mutually agreed intervals to monitor the actual performance and inform each other on projects likely to have impact on agreed standards.

10.3 The Carrier shall reserve the right to undertake unscheduled monitoring of rendering services by Handling Company without prior notice given to the Handling Company.

Paragraph 11 – RIGHT TO AUDIT

11.1 The Carrier may, at its own cost, at all reasonable times (once every 2 years), by prior written notice (not less than one month), conduct an audit of the services relating to this Agreement.

The Handling Company shall allow the Carrier access to audit, copy and reproduce the books, records, correspondence, instructions, receipts and memoranda of every description relating to this Agreement. Audit notice shall contain a description of the areas to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective actions required.

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 & external audit management.

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, lighting, 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 its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Attachment 2 to the present Annex B1.0, 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 Each Party shall maintain the terms of this Agreement and all information from the other Party which is clearly designated in writing as confidential in strict confidence by using the same degree of care, but no less than a reasonable degree of care, as it takes to preserve and safeguard its confidential information of similar nature. Confidential information shall only be used for the purpose for which it was disclosed, and may be shared internally only on a need to know basis.

14.2 The information contained in this Annex B1.0 and any subsequent amendments or supplements hereto, as well as any other information relating to the Parties' business (including, but not limited to, financial, operational, personal data of the Parties' respective employees, officers or customers, operating manuals, procedures and know-how) is strictly confidential and must not be shared with any third Party or other than Party's legal and financial advisers and auditors who are bound by professional confidentiality rules, or as may be required by relevant laws and orders of courts or administrative bodies.

Paragraph 15 – ANTI-CORRUPTION CLAUSE

15.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.
While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

15.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 15.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

15.3 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 15.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

This Agreement is signed in two equal originals, one for each Party.

Signed the at St Petersburg	Signed the at _____
For and on behalf of the Carrier	For and on behalf of the Handling Company
by Mr. Albert Scherbakov Deputy General Director, Chief Operating Officer (POA No._____ from __.__.20___)	……

ATTACHMENT 1 – AICRAFT SECURITY SEARCH LIST (EXAMPLE)

Aircraft Security Check/Search List
(acc. EU. Doc 300/2008, 2015/1998)
Карта досмотра

ROSSIYA
"ROSSIYA AIRLINES" JOINT STOCK COMPANY

FLIGHT ARRVD FROM (Откуда прибыл рейс)	TYPE, BOARD N of A/C (Тип, бортовой номер ВС)	FLIGHT NO: ____/_____ (Номер рейса)	DATE: ____/____/ 20___ (Дата)	AIRPORT (Аэропорт)	FLIGHT TO: (Рейс в:)	TIME OF PERFORMANCE Start/Finish ____/____ (Время проверки начало/окончание)

		FUL FILMENT	SIGNATURE (Подпись)
	• 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** (Досмотр ВС и проверка следующих мест доступа должны проводится без помощи инструментов, ключей, лестниц или других приспосо/блений, без повреждения пломб. В случае выявления нарушений, пожалуйста, информируйте соответствующие власти/ либо службу безопасности)		
1	Overhead bins (Багажные полки)	c☐	
2	Cupboards and storage compartments; including crew storage areas (Осмотр доступных мест – гардеробы, служебные отсеки и ниши, включая места размещения имущества экипажа)	c☐	
3	Toilet compartments (Туалеты)	c☐	
4	Galleys areas (Бортовые кухни)	c☐	
5	Seat pockets (Карманы кресел)	c☐	
6	Areas under the seats; between seats and between seat and wall (Область под креслами; между креслами и между креслом и стеной)	c☐	
7	Between 5 % and 10 % of lifejacket pouches (От 5 по 10 процентов мест хранения аварийно-спасательных жилетов)	c☐	
8	Aircraft holds (Багажно-грузовые отсеки)	☐	
9	Items contained within the hold (Оборудование в багажных отделениях)	☐	
10	Aircraft service panels and service hatches (Сервисные панели, лючки)	☐	
11	Wheel wells (Ниши шасси)	☐	
12	Cockpit if left unattended (Кабина экипажа, если оставлялась без присмотра)	c☐	

Inspection performed by: The Carrier Staff **A** ☐ Security staff **S**☐ Crew **C**☐ Other **O**☐
(Контроль произведен) (Сотрудники авиакомпании) (Сотрудники авиационной безопасности) (Экипаж) (Другие)

Commander's Name (in block letters): Signature:
(Фамилия командира (печатными буквами)) (Подпись)

Signed the
at St Petersburg

For and on behalf of
Rossiya Airlines JSC

……
By: Mr. Albert Sherbakov
Deputy General Director
Chief Operating Officer
(POA No._____ from __.__.20___)

Signed the
at

For and on behalf of
…

……
By: …

ATTACHMENT 2 INFORMATION ON BENEFICIARIES (HOLDING MORE THAT 5% OF SHARES) (EXAMPLE)

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

* Notice: in the schedule there must be set detailed information about the chain of counterparty's owners (founders/shareholders; in relation of founders/shareholders, who are legal entities, please complete the information of those legal entities' founders, owners etc., including the ultimate beneficiaries.

Signed the
at St Petersburg
For and on behalf of the Carrier

by Mr. Albert Scherbakov
Deputy General Director,
Chief Operating Officer
(POA No._____ from __.__.20___)

Signed the
at _____
For and on behalf of the Handling Company

……

Amendment №1 to SGHA – Annex B1.0
Location(s), agreed services, facilities and charges to
the Standard Ground Handling Agreement (SGHA) of January 2008
CONCERNING QUALITY LEVEL REQUIREMENTS DURING HANDLING OF ROSSIYA AIRLINES JSC FLIGHTS (SERVICE LEVEL AGREEMENT - SLA)

Between: **Rossiya Airlines JSC**
Having its principal office at: 18/4 Pilotov St., St. Petersburg 196210 Russia
Hereinafter referred to as: The Carrier

and:

Having its principal office at:

Hereinafter referred to as: The Handling Company

The Handling Company or/ and the Carrier may be referred to hereinafter as the Party(-ies).
This Amendment 1 shall be applicable to the following locations: BCN

Valid from: 01 July 2018

This Amendment 1 is made between Rossiya Airlines JSC (the Carrier) and _____ (the Handling Company) concerning Service Provision Standards for the ground handling services contracted between the two Parties.

The Parties have made this Amendment 1 under the SGHA – Annex B1.0 valid from 01.07.2018 (internal the Carrier's number – _____).

The Handling Company shall be only responsible for issues, which are under its own control. Any deviation from the Carrier's quality requirements due to weather and/or infrastructure are not under the responsibility of the Handling Company and are not subject for any penalty calculation.

The requirements for a specified quality level of the services rendered by the Handling Company is governed by a need for compliance of the Carrier with the timetable and obligations towards the third Parties (the Carrier's customers), while the Handling Company is in a position to influence directly the above matters.

The goal of this Amendment is not a financial benefit of the Parties, but a mutual will to improve quality of the operations.

At all times the Service Delivery Standards shall not compromise safety procedures.

1. General Provisions

1.1 All the employees of the Handling Company shall know and apply correctly the provisions hereof as regards their office duties when handling the Carrier's flights, in addition to the guidance documents binding upon the Handling Company as published on official web-site of the Carrier (http://rossiya-airlines.com/ section "For Partners").

1.2 In any case that is unique or not described in the guiding documents specified under Sub-paragraph 1.1 hereof, the Handling Company's employees shall operate in accordance

with common sense and based on recommendations received from the Carrier for the purposes of as much comfort of the Carrier's customers as possible.

1.3 The Carrier may carry out audits and/or inspections on regular basis (at least one audit and/or inspection per calendar year). The Handling Company shall provide the Carrier with confirmed (documented) data on the actual service levels based on the key points approved hereunder, i.e. measurable quality indicators, on a regular basis.

1.4 The Carrier shall reserve the right to undertake unscheduled audits/inspections subject to prior notice given to the Handling Company as provided hereunder.

1.5 The Carrier shall reserve the right to undertake unscheduled monitoring of rendering services by Handling Company without prior notice given to the Handling Company.

1.6 The nature and procedure of services in all cases shall not contradict a requirement for flight safety assurance.

SAFETY
In case of any safety violation (e.g. but not limited to aircraft damage) the discount for the handling of such flight is up to 100% from the basic handling contracted rate (depending on the aircraft type operated) with the total financial equivalent of maintenance work (which will impose additionally if any) exclusive from such discount. Moreover the Carrier has the right to terminate the Main agreement providing 30 (thirty) calendar days prior written notification to the Handling Company at any time and without any restriction.

Assessment	**Target**
Handling Company to perform 6 airside safety performance audits per year	100%

2. Passenger handling

2.1 The Handling Company's personnel responsible for handling of the Carrier's passengers shall have a perfect appearance and wear an appropriate uniform, a badge indicating the name and surname shall appear on the personnel uniforms. The Handling Company's employees shall understand that they represent the Carrier's interests and build their relationships with passengers on the basis of respect, friendliness, while complying strictly the professional ethics. The customer focus of the Handling Company's employees shall be predominant.

2.2 In case of repeated complaints received from the passengers regarding a particular employee of the Handling Company, the Carrier shall have a right to demand the Handling Company of either replace or remove the person from handling of the Carrier's flight.

2.3 The Handling's Company personnel shall know the language of the country where services are rendered, English (if applicable) to an extent of free communication with the passengers in discharging the official duties thereof. The Handling Company providing services in the area of a foreign country shall take steps to engage personnel knowing Russian language.

Assessment Criteria: **Target**

Basic personnel training in compliance with the IATA requirements an local statutes	100%
Personnel retraining in compliance with the IATA requirements an local statutes (at least once per 3 years)	100%
Training under the local law and IATA requirements for dangerous cargo and aviation safety	100%
The Handling Company shall keep records of personnel training and/or retraining and make such records available to the Carrier upon request.	100%
Neat appearance of the	100%
Compliance with service ethics	100%
Carefulness, intention to assist and help	100%
Availability of valid complaints from the Carrier' passengers about activities of the Handling Company's personnel	0%
No remarks from the Carrier's personnel about activities of the Handling Company's personnel	70%

2.4 In case the number of justified complaints received from the Carrier's passengers about activities of the Handling Company exceeds 0,05 % of the total volume of the Carrier's passengers carried to/from the airport where handling services are rendered for a calendar month of the flights, the Carrier is entitled not to pay for the handling of any one turnaround flight operated during this month (basic rate only), and undertake an extraordinary quality audit of the services rendered. The Handling Company is not entitled to refuse in such a Carrier's requirement.

2.5 Validity of complains from the Carrier's passengers about the activities of the Handling Company's personnel shall be ascertained by the Carrier based on an official investigation of the application from the Carrier's customer. This shall be documented under Customer Complaint Handling Report, which copy shall be sent to the Handling Company.

2.6 In case of failure in UM handling such as (but not limited): incorrect document set, absence of documents, telegrams, UM is not guided through airport facilities the Carrier may not pay 10% from the basic handling rate.

2.7 The percentage of the valid complaints from the Carrier's customers about the Handling Company's operations against the number of the Carrier's passengers carried to/from the airport where Handling services are rendered for a calendar month of the fight shall be a measurable quality indicator of the Handling Company's performance. This indicator shall be considered by the Carrier for further assessment or re-assessment of the Handling Company's performance during the selection procedures of the handling services' provider at the Airport.

3. Check-in of passengers and baggage

3.1 The Handling Company shall take its best effort to provide for the flight departure in time. The Handling Company shall be responsible for operations to regulate passengers flows during pre-flight inspections, check-in, and passport controls. All the passengers appearing before the end of checking-in and standing in a queue shall be accepted for carriage (except where carried is denied for the reason of incorrect documents, failure to pay for excess baggage, etc.)

3.2 Checking-in of the Carrier's passengers shall be automated at the Handling Company's own DCS host (if technically possible) or the Carrier's host (if technically possible). Preseating of the passengers on-board the aircraft shall be provided with the Carrier's approval.

3.3 The Handling Company employees shall understand that a passenger removed from carriage for some reason (except for the cases prosecuted under law) is still a customer of the Carrier and attitudes towards him or her must be appropriate.

3.4 The Handling Company shall take all steps possible within the documents specified under the Representative service agreement to perform the Carrier's obligations towards its customers.

3.5 The Handling Company shall check in the Carrier's passengers in compliance with the Carrier's guidance documents concerning handling of passengers and their baggage, settle promptly arising conflicts. It shall agree upon its activities with the Carrier's Operations in case of abnormal situations.

3.6 Check-in counters opening and its quantity shall be adhered in compliance with the provisions of the agreement signed between the Parties. If there are any violations of mentioned condition and of the Carrier's standards, the Carrier has a right to require a 10% discount from the contracted basic handling rate.

3.7 In case of failure to comply with the Carrier's requirements for seating of the passengers near emergency exists on-board of the aircraft, it will be considered as a gross safety violation of the Carrier, and penalized accordingly as per sub-paragraph 1.5 of the present document. The Carrier is entitled to undertake an extraordinary quality audit of the services rendered. The Handling Company is not entitled to refuse in such a Carrier's requirement.

3.8 The flight must be closed in DCS right after the flight has departed. PFS and ETL must be sent in 30 minutes after departure of the aircraft. If the Handling Company does not close the flight and/or send PFS and ETL in time as it described above, the Handling Company will be penalized by the Carrier with 15 EUR per each reminder from the Carrier sent via email 30 minutes after the aircraft departure.

3.9 If the Handling Company doesn't send API or the data has been sent incorrectly and that leads to the Police penalty charged to the Carrier, the Carrier has the right to redirect the imposed penalty to the Handling Company in accordance with the Central Bank of the Russian Federation exchange rate (EUR/RUB) valid at the date of administration act (Police RF) issuance.

3.10 If the Handling Company doesn't enter SSR in PSM or doesn't send PSM, the Handling Company will be penalized by the Carrier with 2 EUR per each case shown up.

3.11 The Handling Company understands clearly that through check-in to final destination of the Russian Federation, Republic of Armenia, Republic of Belarus, Republic of Kazakhstan, Kyrgyz Republic and other counties being a member of the Customs Union of the Eurasian Economic Community (hereinafter referred to as the Customs Union) for passengers' baggage proceeding from the airport contracted between the Parties to another domestic airport (including SIP and other airport located in Crimea) of the

Customs Union is strictly forbidden due to the governmental requirements of the Russian Federation. Changes can be advised to the Handling Company in operational manner. If the Handling Company checks-in such transfer baggage to the final destination of a passenger (INT-DOM-DOM), the Carrier has the right to reimburse all the expenses connected with such a failure, including (but not limited), customs penalties, passenger's claims, baggage delivery and etc.

3.12 If the Handling Company doesn't determine EXB according to the Carrier requirements, the Handling Company will be penalized by the Carrier per each 1 kg exceeding the Carrier's standards for baggage allowance published on the official web-site http://rossiya-airlines.com/en/flight-with-us/on-board/your_baggage/. The size of penalty is the cost of 1 kg of EXB transportation. The reason for such penalty will be: reports of spot checks of flights arrived from BCN prepared by employees of the Carrier at the airport of the first destination from BCN; claims from the Carrier's crew members.

3.13 In case the Handling Company has accepted a passenger holding invalid carriage documents, the Carrier shall charge the air ticket cost to the Handling Company as follows:

- 100% of a minimum air ticket cost pointed in GDS for this flight in case of the last ticket
- 50% of a minimum air ticket cost pointed in GDS for this flight in case of there is at least one more available ticket for the current flight

The Handling Company is not entitled to refuse in such a Carrier's requirement.

Assessment Criteria:	**Details**	**Target**
Separate counter for business class passengers is a must have. One check-in counter per each economy class 60 passengers booked, but not less than 2 check-in counters for economy.	to be opened in 180 minutes before the scheduled departure time	100%
Checking-in termination in time	40 minutes before the scheduled time of departure (STD)	95%
Well-wishing attitudes towards passengers		100%
Identification of passengers in accordance with the passport and ticket		100%
Seating of passengers is in compliance with the Carrier's requirements		100%
Business lounge services are provided in time. Invitations to a business lounge are issued in accordance with sub-Paragraph 1.15 to the Annex B1.0		100%
Consolidation and delivery of commander's mail on-board in the established form and time		100%
Resolution of conflict situations with Carrier's passengers		100%
Activities in strict compliance with the Carrier's documents and upon the Carrier's OS OCS instructions		100%
Compliance with priorities established by the Carrier for acceptance of Passengers to carriage		100%
Provisions for inspections of controlled zones at the Carrier's flight in accordance with formalized		100%

messages received		
Time of waiting in queue at a business-class counter	Within 5 minutes. Maximum 5 passengers in queue	95%
Time of waiting in queue at an economy class counter	Within 15 minutes. (Maximum 15 passengers in queue)	95%
Only passengers holding valid carriage documents are allowed for carriage		100%
Hand baggage allowed on-board the aircraft shall meet the criteria established for carriage of hand baggage at the Carrier's flights		100%
Use of baggage and hand baggage labels for the intended purposes only and under continuous controls		100%
Agents on the registration line: - specify the presence of hand baggage, offer to weigh. Hand baggage is marked with the tags "Approved cabin baggage"; - draw the attention of passengers to information about prohibited items in luggage and hand baggage.		100%
The Handling Company shall provide all the Carrier's flights with control of passengers presence and the crew's passport information in the DOCS format in the registration system. In case of the absence of the DOCS information, The Handling Company shall provide the input of such information into the check-in system by scanning the passport or manually		100%
API to be sent by SITATEX channels. The address of the receiver of the API: _____ The Handling Company shall provide sending of the API for passengers and crew, the text section, no later than 15 minutes before the aircraft departures on schedule, on every Carrier's flight.		100%
The Handling Company shall ensure the availability of a hand-bag meter in the registration area and at the exit gate		100%
The Handling Company must ensure the availability of tensators (leyers) in the registration area		100%
The Handling Company shall ensure that there is a display on the monitors above the check-in counters: ✓ Carrier's logo; ✓ categories of registered passengers; ✓ departure time on a schedule.		100%

3.14 The required equipment and the number of personnel for servicing passengers and aircraft handling of the Carrier must comply with the requirements of the current Standards when servicing a particular type of aircraft. In case of violation of this condition, the Carrier has the right to request a discount of 10% of the contracted base rate for the corresponding flight.

4. Flight Documents

4.1 All documentation concerning the flight must be forwarded in accordance with sub-paragraph 1.14 of Annex B1.0 SGHA 2008.

4.2 If the Handling Company fails to meet the requirement set out in sub-article 4.1 hereof, the Carrier has a right to penalize the Handling Company. An amount of the penalty will be 5 EUR per each 2 days of delay (each appropriate flight) until the documents are received by the Carrier.

5. Enter Documents

5.1 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:

c) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa) while verification during check-in process.

d) The Handling company is responsible for:

- Checking the presence of passenger's passport and visa of the Russian Federation;
- Checking the validity of all travel documents (passport, visa) with the exception of fake or forged travel documents when the forgery is not easily detectable;
- Checking the entry permit according to the visa type (single or multiple entry visa).

Assessment Criteria:

Check of the passengers's passport and visa of the Russian Federation	100%
Check of the validity period of the passenger exist documents (passports, visas, certificates, and vaccination, and other certifications)	100%
Check of an entry permit in accordance with the visa type (single / multiple entry visa)	95%

5.2 Documents and visa control shall be only based on travel document requirements published in travel information manual (TIM) and the TIMATIC information system.

5.3 In case of failure to provide travel documents (passport, visa) or in case of travel documents expiration, the passenger shall not be allowed to board on aircraft. Should a passenger with expired travel documents arrive to the airport of Russian Federation, the Carrier has the right to redirect the imposed penalty to the Handling Company in accordance with the Central Bank of Russian Federation exchange rate (EUR/ RUB) valid at the date of administration act (Police RF) issuance. In case the Carrier had to pay any additional costs for such a passenger e.g. meals at the airport, ticket cost, accommodation or transfer, the Carrier reserves the right to redirect the costs to the Handling company in accordance with the Central Bank of Russian Federation exchange rate (EUR/ RUB) valid at the date of service provision.

5.4 The Handling Company shall indemnify the Carrier in relation to any fines, levies or other costs imposed on the Carrier as result of the Handling Company's negligent acts or omissions in relation to improper travel documentation in the following circumstances:

(i) Passport or travel document with expired validity
(ii) No Visa (when Visa required)
(iii) Expired Visa (when Visa required)
(iv) Names on travel documentation do not match
(v) Passenger travel with two passport and visa is not in the valid passport
(vi) Travel documents are not ligible
(vii) Incorrect status of Visa (single instead of multi)

The Handling Company shall not be liable in case of:

(i) Exceeded stay periods
(ii) Improperly stamped visas preventing the personnel from properly determining the first and following entries to the country
(iii) Non-bona – fide / forged travel documents.

6. Baggage Handling

6.1 The Handling Company shall take every step to handle the arriving passenger baggage as soon as possible, and pay special attention to the transfer baggage and baggage of business class passengers, if any.

6.2 In case the Carrier's passenger baggage has been lost and/or damaged or not arrived to the destination point, the Handling Company is obliged to arrange for a local search of the missed baggage, to make the internal investigation and report to the Carrier in written not later than in 10 calendar days after the event.

6.3 The Handling Company shall advise the Carrier in written of all the baggage damage cases that occurred at the Carrier's flights within 30 minutes as from the passenger's request.

6.4 Handling Company Personnel shall assist to Carrier's arriving passengers at baggage search counter with all applicable procedures to fill in corresponding application forms in accordance with Carrier's Ground Handling Manuals procedures.

6.5 In case of lost and/or damaged baggage caused by the Handling Company (proven that the baggage has been unloaded on the aircraft arrived), the Carrier has the right to reimburse expenses linked to:

• the handling of lost and/or damaged baggage including, but not limited: PIR, baggage delivery and payments with regard to passengers claims;

• the amount paid to the passenger due to the baggage lost to be reimbursed to the Handling company;

• if 5 pieces of baggage or more are lost and/or damaged as a consequence of the Handling Company's fault during each quarter, the Carrier may not pay 1% of the basic handling contracted rate (per appropriate flight) per each piece of baggage during the quarter wherein that case takes place.

The Handling company has no right to ignore the payment in order to cover the amounts.

6.6 In case of the baggage delivery times to the claim area as mentioned in the Carrier's manuals, circulars and other relevant operational document connected with the performance of the services are not met due to the failure of the Handling Company, the Carrier may not pay 10% of the basic handling contracted rate for the handling of such flight to the Handling Company. The reason for such discount will be passengers' claims and information provided at the airport. The Carrier undertakes to provide the Handling Company with free English translation of such claims.

6.7 On departure flight, the baggage shall be loaded onto aircraft with regard to priority of business class and transfer passenger baggage removal. Baggage shall be loaded on board separately in accordance with passenger handling class (business, economy class) and complying transfer passengers points of destination. If the baggage loaded on board without sortation as it's required by the Carrier, the Carrier may not pay 10% of the basic handling contracted rate for the handling of such flight to the Handling Company. The reason for such discount will be claims received by the Carrier from the airport, wherein the baggage will be unloaded (first destination from BCN), or employees of the Carrier involved in baggage loading/unloading. The Carrier undertakes to provide the Handling Company with free English translation of such claims.

6.8 Should the Handling Company receive information concerning left (non-shipped) baggage at the flight departure airport or at an intermediate airport along the passenger's itinerary, the passenger owning such baggage, shall be called out via a public address system

Assessment Criteria:	**Details**	**Target**
Handling of passengers with damaged, missing baggage in compliance with the Carrier's established requirements		100%
Arrange a local search for missing baggage and official investigations when damaged baggage has been identified		100%
Lost baggage (referred to all reason of loss (RL) except 18-26-53-54-56-59 all 60 and 70)	80 pieces per 2000 PAX	100%
Information on baggage shall be entered into WorldTracer	At the latest, 60 minutes once baggage has been found (all pieces)	95%
Provide passengers with information on their baggage (at least, at every third attempted call the phone number shall be available, and a call shall be answered after the third buzz)		95%
Availability for arriving passengers of the Carrier		100%
Personnel responsible for baggage handling shall arrive at the aircraft parking position	5 minutes before the expected aircraft arrival time to the parking position	95%
Baggage with priority labels as well as transfer baggage intended for reloading onto connecting flights shall be unloaded and delivered first of all	At the latest 25 minutes upon aircraft' arrival at the parking position	100%
1st piece of priority baggage shall be delivered 25 minutes after dog blocks are installed, the last piece of priority baggage shall be delivered in 30 minutes		95%

after dog blocks are installed		
1st piece of ordinary baggage shall be delivered 30 minutes after dog blocks are installed, the last piece of priority baggage shall be delivered in 40 minutes after dog blocks are installed		95%
Sorting of baggage on board at departure and upon its removal after arrival shall be made in compliance with the Carrier's instructions.		100%
Delivery and dispensing of baggage shall be made in compliance with the Carrier's instructions.		95%
Baggage shall be packaged separately per passenger handling class (business, economy class), and separately by direction of transfer baggage		100%
Priority labeling of all business class passenger baggage pieces		100%
All transfer baggage pieces shall be loaded into a separate compartment and identified. Baggage identity details shall be sent to OS OCS		100%

7. Passenger Boarding

7.1 The Handling Company's personnel shall take all steps practicable to disallow those passengers on-board the aircraft, who are in state of alcohol intoxication as well as passengers behaving inadequately and can be a potential cause of danger to the aircraft and/or passengers on-board the aircraft.

7.2 In case the aircraft is parked in an area that is remote from the airport terminal, it is necessary to use apron buses. Passengers shall be delivered to the aircraft without a delay under control of the Handling Company's agent responsible for boarding.

7.3 The Handling Company shall take every step for boarding the passengers who passed checking-in onto the aircraft within the specified period, take steps to search for those are late the flight, and make prompt decision to withdraw the passengers failing to come for passenger boarding and remove their baggage from the aircraft (in accordance with GOM).

Assessment Criteria:	**Details**	**Target**
Handling company's Agent arrives at boarding counter	10 minutes before expected passenger boarding start time	100%
Not less than two check-in counters shall be opened in time and designated correctly		
Start of passengers' boarding	40 minutes before expected flight departure time	100%
End of passengers' boarding	10 minutes before expected flight departure time	95%
Observance of the procedure for passenger boarding in compliance with the Carrier's requirements set forth under guidance documents (the Carrier's Ground Operation Manual)		100%
The Handling Company's personnel shall meet		100%

passengers at the boarding exit and perform the required procedures		
Presence of the personnel near the boarding exit		100%
Waiting time for delivery to the aircraft by bus	Within 10 minutes	95%
The number of passengers in every bus shall not exceed 80% of its maximal capacity		95%
No delays relating to withdrawal of passengers failing to come for boarding		90%
No passengers withdrawn from the aircraft by aircraft crew members due to inadequate behavior on-board the aircraft after boarding		90%
The boarding announcement shall be made in compliance with the Carrier's requirements set forth under guidance documents (the Carrier's Ground Operation Manual)		100%
Boarding passes (duplicate boarding passes) shall be only issued when a passenger holds a properly executed ticket for the flight		100%

7.4 Departure of the aircraft carrying baggage of a missing passenger shall be a heavy flight safety violation. In case the Carrier has evidence documents prove, that such an accident occurred at the Carrier's flight during the operation period of the Handling Company, the Carrier may avoid payment for the Handling Company's operations at the flight. The Handling Company is not entitled to refuse in such a Carrier's requirement.

7.5 Either existence or absence of the incidents specified under clause 7.4 hereof shall be **a measurable quality indicator** of the Handling Company's operations. This indicator shall be considered by the Carrier for further assessment or re-assessment of the Handling Company's performance during the selection procedures of the representative services' provider at the Airport.

8. Loading and Unloading

8.1 Departure of the aircraft carrying baggage of a missed passenger is a heavy flight safety violation. In case the Carrier has documents evidencing that such an incident occurred at the Carrier's flight during the operation period of the Handling Company (if the Handling Company has received a relevant request for the unloading, but didn`t meet that), the Carrier may avoid payment for the handling of such flight (basic handling contracted rate) and terminate the SGHA signed between the Parties by 5 (five) days prior written notice.

8.2 If the baggage/ cargo/ mail was loaded exceeding the maximum height level indicated on the walls in cargo compartments of aircraft, the Carrier may not pay 40% of the basic handling contracted rate for the handling of such flight to the Handling Company. The reason for such discount will be reports of spot checks of flights arrived from BCN prepared by employees of Aviation Safety Department of the Carrier or the Carrier's representative at the airport of the first destination from BCN and by SAFA inspectors at the airport. The Carrier undertakes to provide the Handling Company with free English translation of such reports if required.

8.3 If the baggage/ cargo/ mail was loaded unsecured and/or secured incorrect in cargo compartments of aircraft as requested in the Carrier's manuals, circulars and other

relevant operational document connected with the performance of the services, the Carrier may not pay 20% (40% in case of DGR) of the basic handling contracted rate for the handling of such flight to the Handling Company. The reason for such discount will be reports of spot checks of flights arrived from BCN prepared by employees of Aviation Safety Department of the Carrier at the airport of the first destination from BCN, and by SAFA inspectors at the airport. The Carrier undertakes to provide the Handling Company with free English translation of such reports.

8.4 If divider nets in cargo compartments are not secured and/or secured incorrect right after loading is completed as requested in the Carrier's manuals, circulars and other relevant operational document connected with the performance of the services, the Carrier may not pay 20% of the basic handling contracted rate for the handling of such flight to the Handling Company. The reason for such discount will be reports of spot checks of flights arrived from BCN prepared by employees of Aviation Safety Department of the Carrier or the Carrier's representative at the airport of the first destination from BCN and by SAFA inspectors at the airport. The Carrier undertakes to provide the Handling Company with free English translation of such reports.

8.5 If the Handling Company damages (proven guilt only) baggage/ cargo/ mail upon loading and unloading, the Carrier has the right to reimburse expenses connected with the damaged baggage. The reason for such reimbursement will be claims of the Carrier's employees, cargo agents, clients etc. and information provided by the Carrier's supervisor at the airport. The Carrier undertakes to provide the Handling Company with free English translation of such claims if required.

8.6 In any other events (not mentioned above) connected with violation of the Carrier's requirements with regards to loading and unloading services, the Carrier has the right to reimburse expenses/loss (direct and/or indirect) connected with the violations to the Handling Company and may not pay 10% of the basic handling contracted rate for the handling of such flight.

9. Arrival

9.1 In case of waiting for handling of an arriving flight for more than 10 minutes after the aircraft arrival (ATA), the Carrier shall not pay 10% of the appropriate basic handling contracted rate to the Handling Company.

9.2 The Carrier's passengers shall wait for disembarkation within 3 minutes once wheel chocks have been installed at aircraft, whereas wheel chocks must be installed right after full stop of the aircraft switching off of anti-collision lights. Should the passengers wait for the disembarkation more that for 3 minutes due to the Handling Company's fault, the Carrier may not pay 5% of the basic handling contracted rate for the handling of such flight to the Handling Company per each 5 minutes (or part thereof) of the passengers' awaiting. The reason for such discount will be information provided by the Carrier's supervisor at the airport (e.g. but not limited station report on flight delay).

Assessment Criteria:	**Details**	**Target**
The required equipment and personnel for the Carrier's aircraft handling are ready to meet aircraft	By the time the Carrier's aircraft landed.	95%
The aircraft shall be meet by passenger service personnel	At the moment doors opening	100%

Compliance with the Carrier's requirements for the meeting of passengers organization, set out in the executive documents (Carrier's GOM).		100%
Appropriate ground handling facilities should be available at the position.	During chokes installation on aircraft	100%
Wheel chokes must be installed	Once upon aircraft's full stop	100%
Passengers disembarkation	Within 3 minutes upon aircraft's chokes in	95%
Boarding bridge / self-propelled passenger steps must be served to the aircraft	Immediately upon parking	100%
Boarding bridge / self-propelled passenger steps shall be installed to the aircraft board in accordance with the instructions and the proper use of technological equipment for this type of aircraft.		100%
Sufficient amount of the apron buses for passengers delivery to the terminal (based on the actual number of passengers on the given flight) must be served to the aircraft.	Not later than 2 minutes after steps served	100%
Personnel, necessary transport and special equipment arrival for escorting transit and transfer passengers, as well as for the maintenance of special categories of passengers, including VIP, unaccompanied children, passengers with disabilities.	Not later than 5 minutes after parking	100%
The presence of personnel at the exits when the aircraft arrives.	Since aircraft arrives	100%

10. Apron Handling

10.1 The Handling Company shall handle the Carrier's aircraft on the apron and respond promptly to questions and failure situations arising in the course of handling.

10.2 The Handling Company shall forecast and report promptly to the Carrier's Ops on failure situations in the course of aircraft handling.

10.3 The Handling Company staff shall be always available (by phone or in person) for communication with the aircraft crew and respond promptly to the aircraft crew's requests concerning the passenger and aircraft handling process at the airport and on the apron during the aircraft parking period as well as in case at a transit airport.

10.4 The Handling Company shall deal with the Carrier's commercial loading under the Carrier's guidance documents and recommendations, while avoiding involvement of the aircraft crew in the process.

10.5 The Handling Company shall handle the Carrier's aircraft on the apron in compliance with a motor vehicle layout, i.e. keep safety distances in order to prevent any damage of the Carrier's aircraft.

10.6 The Handling Company shall notify immediately the Carrier's Supervisor or OS OCS of all the cases of damages to the Carrier's aircraft, damages caused to the Carrier's property as well as of incidents relating to the Carrier's personnel.

10.7 Cleaning must be provided under the Carrier's standards. In case of any claims from crew members and/or passengers the Carrier may not pay 5% of the basic handling contracted rate for the handling of such flight to the Handling Company.

10.8 The Handle Company shall provide careful dealing with packaging equipment when this is operated and moved. Container doors in storage areas shall be closed safely to prevent any damage to fasteners and hinges as well as prevent ingress of water, snow, and mud.

10.9 The Handling Company shall arrange for continuous monitoring of the packaging equipment in stock at a transit airport and take monthly inventory of the equipment with reporting of the data to the Carrier.

Assessment Criteria:	**Details**	**Target**
All the aircraft handling operations on the apron shall start and end in compliance with the process schedules agreed upon with the Carrier per aircraft type		99%
Process equipment meeting the specification for a certain aircraft type shall be used		100%
Loading and unloading operations shall be performed in compliance with the Carrier's requirements and IATA recommendations		100%
Apron handling shall be performed within a time slot of the aircraft stay at a transit airport as established under the timetable		100%
All the apron aircraft handling process operations shall be performed in compliance with the process schedules per aircraft type as agreed upon with the Carrier		100%
A fueling service shall be provided upon arrival in case of the Carrier's request (Handling Company only liaise with the fuel supplier)		100%
Cleaning under the Carrier's standards (desks, floors, ashtrays, seats, etc.)	Cleanliness an order	100%
All the passengers properties found on-board shall be delivered to the Carrier	As soon as possible	100%
All additional operations ordered by the aircraft crew shall be provided		99%
Charts of access to the aircraft for apron handling shall be complied with the Carrier's documentation		100%
Packaging equipment shall be operated in compliance with the Carrier's requirements		100%
Loss of the packaging equipment owned by the Carrier		0%

10.10 In case of the Carrier's aircraft damage during the ramp service, the Carrier entitles not to pay for the services provided by the Handling Company for such flight if the incident's results provided upon investigation done by the Investigation Commission testify that it was committed with involvement of GSE used during the handling of the Carrier's aircraft.

11. Flights Irregularities.

11.1 In case of any flight delays the Parties should take all measures possible to minimize the passengers' inconvenience. The Handling Company shall also take all necessary measures to reduce the ground time in case of landing delay (in case of aircraft's arrival delay). All departures shall be on time.

11.2 It's essential to provide proper operation coordination between the Handling Company and the Carrier to resolve emergency situations. In case of abovementioned situations, the Handling Company should advise the Carrier's Supervisor about all taken measures.

11.3 All instructions and recommendations coming from the Carrier's Operations and/or Supervisor should be carried out accurately and in the shortest time.

12. Flight Regularity

12.1 The Handling Company shall take all measures and endeavor to comply with the Carrier's slot and schedule at the transit airport.

12.2 In the event of the Handling Company's performance and/or non-performance led to Carrier's flight delay (in case of scheduled time of arrival), the Carrier entitles not to pay % from the basic handling contracted rate to the Handling Company in the following amounts:

Flight delay/ minutes	**Payment decrease / % of basic Handling charges**
50	100
20 - 49	50
10 – 19	30

The Handling Company is not entitled to refuse in such a Carrier's requirement.

12.2.1 "Zero Tolerance" policy

"Zero Tolerance" shall result in a penalty of basic Handling Charges:

Measured targets	**Penalties of basic Handling charges**
Aircraft damage (by Handling Company' fault)	100%
Improper Nets / Lashing/ Locks	30%
Late arrival or lack of passenger service staff	25%
Late arrival of ramp handling staff	25%
Late arrival of cleaning staff	25%
Late sending of all mandatory messages	25%
Failing the check-in target (check-in, time in queue, quantity and amount of check-in counters, missing flight information on the screens)	20%
Failing the boarding target	25%
Failing the cargo handling target	20%

12.3 If there is a long-term flight delay (more than 2 hours) due to the performance of the Handling company staff or equipment, the Carrier reserves the right not to cover the handling cost as well as reimburse all the costs appeared due to the delays appeared at

the other airports (the whole flight delays chain) including costs for meal vouchers, for passenger transfer and hotel accommodation, costs for additional handling services and hours provided at the other airports of flights chain.

12.4 Statistics of the flights delayed due to the Handling Company's fault shall be a measurable quality indicator of the Handling Company's performance. This indicator shall be considered by the Carrier for further assessment or re-assessment of the Handling Company's performance during the selection procedures of the ground handler at the Airport.

12.5 The Handling Company is entitled to require the Carrier to share with a copy of station report on flight delay.

12.6 In the event of disagreement with the provisions of the Carrier's complaint and/or station report the Handling Company in a 3-day period (calendar) after receipt of the report sends a reasoned written response to the Carrier. The Carrier is entitled not to change the code of the delay, if the arguments of the Handling Company were considered inadequate and ask for a discount in accordance with articles 7.2-7.4 if the delay was caused due to the performance of the Handling Company.

12.7 Movement of the Carrier's aircraft is ascertained on the basis of the MVT telegrams, as well as DEP and ARR released by ATC of the transit airport. The calculation of the regularity is based on the guidance documentation of the Carrier.

12.8 The Parties unconditionally accept that the following codes and statements, during the Carrier's investigation identified as a cause of the flight delays, will be accepted as evidence for the performance or non-performance of the Handling Company led to the Carrier's flight delay.

Delay Codes	Description
05	Handling Company's performance
11	Late check-in
12	Late Check-in, congestion in check-in area
13	Check-in error
15	Boarding, discrepancies and paging, missing checked-in passenger at gate
18	Baggage processing, sorting, etc.
31	Aircraft documentation late or inaccurate, weight and balance (Loadsheet), general declaration, passenger manifest, etc.
33	Loading equipment, lack of or breakdown, e.g. container pallet loader, lack of staff
34	Servicing equipment, lack of or breakdown (tow bar), chokes e.g. steps, lack of staff
35	Late aircraft cleaning
39	Technical equipment, lack of or breakdown lack of staff, e.g. pushback
52	Damage during ground operations, collisions (other than during taxing, loading/offloading damage, contamination, towing, extreme weather conditions
98	The strike of the Handling Company

13. Cargo, mail, documentation

Assessment Criteria:	Details	Target
Cargo, mail and documents shall be delivered to the	Within 120 minutes after	95%

warehouse	aircraft parked	
Priority (perishable) goods must be delivered to the warehouse.	Within 60 minutes after aircraft parked	95%
The documentation shall be delivered on-board the aircraft	Before 30 minutes prior ATD	100%
Cargo, mail, documentation must be delivered on board the aircraft. The loading of cargo, mail, documentation must be completed in accordance with the technological schedules agreed by the Carrier by type of aircraft.		100%
Messages (MVT; LDM; TPM; PTM; PFS; PNL; ADL; CPM; UCM; PSM; BKM; ETL; LFM; BTM; PRL; FFM) shall be sent onto addresses provided by the Carrier	Within 7 minutes after aircraft factual departure	95%
SCM message shall be sent onto addresses provided by the Carrier	Once per week	
An error in the processing of shipping documents, a maximum of 0.15% per 1000 shipments.		95%
The load sheet and the Notification for the pilot-in-command concerning special loading, shall be delivered to the aircraft on time.	10 minutes prior aircraft expecting departure	100%
Pre-flight documentation shall be delivered to the aircraft on time.	20 minutes prior aircraft expecting departure	95%

14. Duration

14.1 This Amendment 1 is valid from 01 July 2018 and shall continue in force for the duration of the SGHA – Annex B1.0 (valid from 01 July 2018). This Amendment 1 - SLA is considered terminated automatically with the termination of the above mentioned SGHA – Annex B1.0.

14.2 This Amendment 1 is made and signed in English in two original copies of equal legal force, one for each Party.

Signed the
At Saint-Petersburg
For and on behalf of the Carrier

by Mr. Albert Scherbakov
Deputy General Director,
Chief Operating Officer
(POA №_____ from __.__.20___)

Signed the
At _____
For and on behalf of the Handling Company

by _____
_____