

Approved:
Chairman of the Competition Commission
A.V. Mazurec

Approval date

02	03	2021
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Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	02	03	2021	
Date and time for the request receiving completion	18	03	2021	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «23» March 2021			
	Date for summarizing of results «23» March 2021			
Commencement date for providing clarifications on procurement documentation		02	03	2021
Completion date for providing clarifications on procurement documents		12	03	2021
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	Cargo & mail handling at Vienna (VIE) airport, Austria			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Cargo & mail handling at Vienna (VIE) airport, Austria			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
44 000	EUR	Not determined	Standard Item	52.29	52.24.19.110
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Vienna (VIE), Austria		

Term and Payment Procedure for Goods (Work. Service)	Invoices to be paid within 30 calendar days from the date of receipt if they were sent not later than by the 10th of the month following the month in which the services were actually provided
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Provided The Participant is entitled to offer a counter draft agreement in compliance with all the mandatory conditions specified in the procurement documentation and the draft Agreement: clauses 7.1, 9.1, 9.4, 12.1

Assessment and Comparing Criteria of Quotes	
Lot No.1	
Name of Criterion 1	Traffic charge Cargo Export ____ EUR / 10 kg
Points Calculation Procedure for Criterion 1	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 1	6
Name of Criterion 2	Traffic charge Cargo Export ____ EUR / flight
Points Calculation Procedure for Criterion 2	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 2	6
Name of Criterion 3	Traffic charge Cargo Import ____ EUR / 10 kg
Points Calculation Procedure for Criterion 3	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 3	6
Name of Criterion 4	Traffic charge Cargo Import ____ EUR / flight
Points Calculation Procedure for Criterion 4	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where

	<ul style="list-style-type: none"> - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 4	6
Name of Criterion 5	Tariff for Document Handling ____ EUR / flight
Points Calculation Procedure for Criterion 5	<p>To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; K– maximum number of points from the box in the right, in front of the chosen criterion</p>
Maximum number of points for criterion 5	4
Name of Criterion 6	Tariff for Document Transport per turnaround ____ EUR/ (in-out)
Points Calculation Procedure for Criterion 6	<p>To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; K– maximum number of points from the box in the right, in front of the chosen criterion</p>
Maximum number of points for criterion 6	4
Name of Criterion 7	Charge for Off-loading ____ EUR / 10 kg
Points Calculation Procedure for Criterion 7	<p>To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; K– maximum number of points from the box in the right, in front of the chosen criterion</p>
Maximum number of points for criterion 7	4
Name of Criterion 8	Tariff for Mail Export Handling ____ EUR / 10 kg
Points Calculation Procedure for Criterion 8	<p>To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; K– maximum number of points from the box in the right, in front of the chosen criterion</p>
Maximum number of points for criterion 8	2
Name of Criterion 9	Tariff for Mail Import Handling ____ EUR / 10 kg
Points Calculation Procedure for Criterion 9	To calculate the points as per the criterions the following formula is applied:

	$S_{basic} / S_{offer} \times K$, where S_{basic} – the best (cheapest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 9		5
Name of Criterion 10	Tariff for Dangerous Goods delivery ____ EUR / flight	
Points Calculation Procedure for Criterion 10	To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where S_{basic} – the best (cheapest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 10		2
Name of Criterion 11	Charge for Cargo+Mail Export Security ____ EUR / kg	
Points Calculation Procedure for Criterion 11	To calculate the points as per the criterions the following formula is applied: $S_{basic} / S_{offer} \times K$, where S_{basic} – the best (cheapest) from all the offers of the participants; S_{offer} – evaluated offer of the participant; K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 11		5
Name of Criterion 12	Charge for Cargo+Mail Import Security ____EUR / kg	
Points Calculation Procedure for Criterion 12	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / S_{offer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - S_{offer} – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 12		5
Name of Criterion 13	Tariff for Return Cargo (due to the Carrier's fault) ____ EUR / flight	
Points Calculation Procedure for Criterion 13	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / S_{offer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - S_{offer} – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 13		5
Name of Criterion 14	Traffic charge for Through unit ____ EUR / ULD	
Points Calculation Procedure	To calculate the points as per the criterions the following	

for Criterion 14	formula is applied: - $S_{\text{basic}} / \text{Soffer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 14	2
Name of Criterion 15	Tariff for General Cargo ____ EUR / AWB
Points Calculation Procedure for Criterion 15	To calculate the points as per the criterions the following formula is applied: - $S_{\text{basic}} / \text{Soffer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 15	3
Name of Criterion 16	Tariff for Special Cargo (VAL, HUM, AVI, NWP, LHO) ____ EUR / AWB
Points Calculation Procedure for Criterion 16	To calculate the points as per the criterions the following formula is applied: - $S_{\text{basic}} / \text{Soffer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 16	3
Name of Criterion 17	Tariff for Truck Handling (excl. T1 issue) ____ EUR / truck
Points Calculation Procedure for Criterion 17	To calculate the points as per the criterions the following formula is applied: - $S_{\text{basic}} / \text{Soffer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 17	1
Name of Criterion 18	Tariff for FWB/FHL Data processing (if applicable) ____ EUR / shipment
Points Calculation Procedure for Criterion 18	To calculate the points as per the criterions the following formula is applied: - $S_{\text{basic}} / \text{Soffer} \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 18	4

Name of Criterion 19	Tariff for Damage Report ____ EUR / AWB	
Points Calculation Procedure for Criterion 19	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 19		3
Name of Criterion 20	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (By electronic input) ____ EUR / MAWB	
Points Calculation Procedure for Criterion 20	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 20		5
Name of Criterion 21	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (By manual input) ____ EUR / MAWB	
Points Calculation Procedure for Criterion 21	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 21		5
Name of Criterion 22	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (Correction and/or full data capture) ____ EUR /MAWB	
Points Calculation Procedure for Criterion 22	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion	
Maximum number of points for criterion 22		5
Name of Criterion 23	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (Correction and/or full data capture) ____ EUR /HAWB	
Points Calculation Procedure	To calculate the points as per the criterions the following	

for Criterion 23	formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - $Soffer$ – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 23	5
Name of Criterion 24	Tariff for ULD Inventory (optional) once weekly stock check and report ___ EUR
Points Calculation Procedure for Criterion 24	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - $Soffer$ – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 24	2
Name of Criterion 25	Tariff for DGR Check ___ EUR
Points Calculation Procedure for Criterion 25	To calculate the points as per the criterions the following formula is applied: - $S_{basic} / Soffer \times K$, where - S_{basic} – the best (cheapest) from all the offers of the participants; - $Soffer$ – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 25	2
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 (I-GD-241-18 Edition 4).

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 an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection 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 competitive selection/price selection 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 has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

2. Procedure for Submission of Requests

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure 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 competitive selection/price selection (lot).

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. 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. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the

date and time for the request receiving completion for participation in such procurement procedure.

- 3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

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).

5.2.

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

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

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

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

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

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

procurement bidder

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

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

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

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

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

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

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

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

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. 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).

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

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

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

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

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

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

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

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

9.5. 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.

9.6. 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 Assessment and Comparison for Requests to Participate in Procurement and summarizing of results

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

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

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

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

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

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

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

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

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

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

d) a failure to provide clarifications on the request for participation in the competitive selection 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 procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection 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 procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer 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 competitive selection/price selection. The Customer 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 competitive selection/price selection 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 competitive selection/price selection the Competition Commission is necessary to extend 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 the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension 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 competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection 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 competitive selection 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 competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection 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 competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the competitive selection 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 competitive selection which has been received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed (adopted) 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 three calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the price selection 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 request. Such bidder is not entitled to waive the conclusion of the agreement.

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

10.15. Should the winner in the competitive selection 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 competitive selection is not entitled to waive the conclusion of the agreement.

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebidded.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

11. Consequences of Recognizing the competitive selection/price selection Failed

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection 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 Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:		
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>		
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)		
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>		
Registered at the following address:		
<i>(state place of location address of legal entity/place of residence of individual)</i>		
proposes to conclude the agreement for		
<i>(state the subject-matter of the agreement)</i>		
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection		
Commercial offer:		
№	Name of service	Commercial offer
1.	Traffic charge Cargo Export	___ EUR excluding VAT / 10 kg
2.	Traffic charge Cargo Export	___ EUR excluding VAT / flight
3.	Traffic charge Cargo Import	___ EUR excluding VAT / 10 kg
4.	Traffic charge Cargo Import	___ EUR excluding VAT / flight
5.	Tariff for Document Handling	___ EUR excluding VAT / flight
6.	Tariff for Document Transport per turnaround	___ EUR excluding VAT / (in-out)
7.	Charge for Off-loading	___ EUR excluding VAT / 10 kg
8.	Tariff for Mail Export Handling	___ EUR excluding VAT / 10 kg
9.	Tariff for Mail Import Handling	___ EUR excluding VAT / 10 kg
10.	Tariff for Dangerous Goods delivery	___ EUR excluding VAT / flight
11.	Charge for Cargo+Mail Export Security	___ EUR excluding VAT / kg
12.	Charge for Cargo+Mail Import Security	___ EUR excluding VAT / kg
13.	Tariff for Return Cargo (due to the Carrier's fault)	___ EUR excluding VAT / flight
14.	Traffic charge for Through unit	___ EUR excluding VAT / ULD
15.	Tariff for General Cargo	___ EUR excluding VAT / AWB
16.	Tariff for Special Cargo (VAL, HUM, AVI, NWP, LHO)	___ EUR excluding VAT / AWB
17.	Tariff for Truck Handling (excl. T1 issue)	___ EUR excluding VAT / truck
18.	Tariff for FWB/FHL Data processing (if applicable)	___ EUR excluding VAT / shipment
19.	Tariff for Damage Report	___ EUR excluding VAT / AWB
20.	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (By electronic input)	___ EUR excluding VAT / MAWB
21.	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (By manual input)	___ EUR excluding VAT / MAWB
22.	Tariff for Customs entry summary declaration (ENS)	___ EUR excluding VAT /MAWB

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

	at first point of entry into the EU (Correction and/or full data capture)	
23.	Tariff for Customs entry summary declaration (ENS) at first point of entry into the EU (Correction and/or full data capture)	___ EUR excluding VAT /HAWB
24.	Tariff for ULD Inventory (optional) once weekly stock check and report	___ EUR excluding VAT
25.	Tariff for DGR Check	___ EUR excluding VAT
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.		
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:		
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)		
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;		
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".		
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.		
4. In the event of our winning in the competitive selection/price selection 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 competitive selection/price selection 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 procurement procedure after the deadline for submission of bids.		

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. 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) (YYY Y)

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

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

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

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 the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. 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 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 procurement procedure shall also include a document evidencing the powers of such person.	
6. 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).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. 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.	
9. 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.	
Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	

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

<p>Principal <i>(title of the Principal)</i></p>	<p>_____</p> <p><i>(signature)</i></p>	<p>_____</p> <p><i>(state initials, last name)</i></p>
<p>SEAL</p>	<p>Date of Issuance</p>	
	<p>_____</p> <p><i>(DD)</i></p>	<p>_____</p> <p><i>(MM)</i></p>
	<p>_____</p> <p><i>(YYYY)</i></p>	

Appendix 3
To Procurement Documentation

Terms of Reference

No.	Subject-matter of the procurement	Cargo & mail handling at Vienna (VIE) airport, Austria		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Cargo & mail handling*	pcs	Not determined	no
3	Delivery place of goods, performance of works and provision of services (address)	Vienna (VIE), Austria		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From the moment of signing contract – 27.03.2023		
5	Requirements for acceptance of goods, work, service	Participant will send to the Customer once per month the performance report in free form via e-mail.		
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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<p>The services must be performed in accordance with internal manuals and instructions of the Customer, stated in Customer's guidance documents such as "Ground Operation Manual" (GOM).</p> <p>Temporary access to the Customer's official site will be provided to the Supplier according to the written request at any stage of purchase for acknowledgment with mentioned documents and instructions of the Customer.</p> <p>And in accordance with requirements and recommendations of ICAO and IATA specified in this documentation:</p> <ul style="list-style-type: none"> - Convention on International Civil Aviation (Chicago Convention, 1944), - IOSA Standards Manual (ISM), - IATA Ground Operations Manual (IGOM), - Airport Handling Manual (AHM) and other documentation related to the scope of production of the Customer on the territory of non-CIS states. <p>Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work,</p>		

		and rendered service does not apply because the services are provided on the base of the law of far abroad states.
7	Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.	<p>All prices must be quoted in Euro.</p> <p>- the price of the service does not include government taxes and duties.</p> <p>The maximum values of prices in EUR (limits) offered by the participant must not exceed the values specified in Appendix No. 1 of the Terms of Reference</p>
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	Guaranteed quality of services during the period of services
9	Other necessary information or additional requirements	<p>General requirements to the Handling Company</p> <p>1. No later than the date of the conclusion of the contract, provide the Customer, in accordance with the Customer's form, with information regarding all their owners, including beneficiaries, with the attachment of supporting documents. Inform the Customer about all changes in the chain of owners during the period of the contract.</p> <p>2. Availability of a special Manager to work with the Customer. (As a confirmation, the Participant, as part of the Application, provides an information letter on an official letterhead, with a signature, with a seal if applicable).</p> <p>3. Availability of round-the-clock dispatching service for coordination and Customer support. (As a confirmation, the Participant, as part of the Application, provides an information letter on an official letterhead, with a signature, with a seal if applicable).</p> <p>4. The Supplier's readiness for the monitoring or other control procedures to be performed by the Customer to ensure the quality of the services rendered during the term of the agreement (Audit). (As a confirmation, the Participant, as part of the Application, provides an information letter on an official letterhead, with a signature, with a seal if applicable).</p> <p>5. The Participant must have an assessment of conformity (EU validation) from the EU Commission for the provision of services to provide cargo & mail handling at VIE airport and shall provide it to the Customer within application submission. (As a confirmation, the Participant, as part of the Application, provides an information letter on an</p>

	<p>official letterhead, with a signature, with a seal if applicable).</p> <p>6. The Participant 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 VIE airport. The letter must be presented by the Supplier as part of the application to take part in the bidding procurement.</p> <p>7. In case the Supplier fully accepts the contract draft of the Customer, the Supplier marks «yes» in application to bidding application. In case the Supplier does not accept all provisions in the contract draft of the Customer, the Supplier marks «no» in application to bidding application.</p> <p>8. All documents must be presented in Russian or English.</p>
*	<p>Kind 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):</p> <p>Section 1. <u>Representation, Administration and Supervision</u></p> <p>1.1 <u>General</u></p> <ul style="list-style-type: none"> • 1.1.2 Liaise with local authorities. • 1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier <p>1.2 <u>Administrative Functions</u></p> <ul style="list-style-type: none"> • 1.2.1 Establish and maintain local procedures. • 1.2.2 Take action on communications addressed to the Carrier. • 1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas: <ul style="list-style-type: none"> (f) cargo services (g) mail services (h) support services (i) security (Cargo&Mail Handling only)) • 1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services. • 1.2.6 Effect payment, on behalf of the Carrier, including but not limited to: <ul style="list-style-type: none"> (a) airport, customs, police and other charges relating to the services performed. <p>1.3 <u>Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)</u></p>

- 1.3.3 Liaise with the Carrier's designated representative
- 1.3.7 Verify despatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

Section 4. Load Control, Communications and Flight Operations

4.1 Load Control

- 4.1.2
 - (a) Prepare
 - (b) Sign documents, including but not limited to, loading instructions, loadsheets, weight and balance charts, Captain's load information and manifests where:
 - (2) Load Control is performed by the Carrier

4.2. Communications

- 4.2.1
 - (a) Compile
 - (b) Receive, process and send all messages in connection with the services performed by the Handling Company, using the Carrier's originator code or double signature procedure

Section 5. Cargo and Mail Services

5.1 Cargo Handling – General

- 5.1.1
 - (a) Provide or
 - (c) store cargo
 - (d) take appropriate action to prevent theft of, or damage to cargo and/or mail
- 5.1.2
 - (a) Provide or
 - (b) Arrange for equipment for the handling of
 1. General Cargo
 2. Special Shipments
 3. Specialised Cargo Products
 4. Mail
- 5.1.3
 - (a) Provide or
 - (b) Arrange for handling services for:
 1. General Cargo
 2. Special shipments
 3. Specialised Cargo Products
 4. Mail
 7. Company cargo/material
- 5.1.4

	<ul style="list-style-type: none"> (a) Issue (b) Obtain Receipt upon delivery of cargo <ul style="list-style-type: none"> • 5.1.6 Take action to prevent theft or unauthorised use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.
	<p>5.2 <u>Customs Control</u></p> <ul style="list-style-type: none"> • 5.2.1 Prepare customs documentation for: <ul style="list-style-type: none"> (a) Inbound cargo (b) Outbound cargo (c) Transfer cargo • 5.2.2 Obtain Customs clearance for: <ul style="list-style-type: none"> (a) Inbound cargo (Road Feeder Services) (b) Outbound cargo (c) (T1 discharge on request at additional charge) • 5.2.3 Place Cargo under Customs control for: <ul style="list-style-type: none"> (a) Inbound cargo (b) Outbound cargo (c) Transfer cargo (including physical reception of cargo into warehouse and related activities; excluding official documentary customs clearance) • 5.2.4 Present to Customs, cargo for physical examination. <p>5.3 <u>Irregularities Handling</u></p> <ul style="list-style-type: none"> • 5.3.1 Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments. • 5.3.2 Report to the Carrier any irregularities discovered in cargo handling • 5.3.3 Handle lost, found and damaged cargo • 5.3.4 <ul style="list-style-type: none"> (a) Notify the Carrier of complaints and claims • 5.3.5 Take action when consignee refuses acceptance and payment. (inform Carrier) <p>5.4 <u>Document Handling</u></p> <ul style="list-style-type: none"> • 5.4.1 <ul style="list-style-type: none"> (a) Prepare air waybill (b) Check all documents to ensure shipment may be carried. The check shall not include the rates charged. (c) Obtain capacity/booking information for the Carrier's flights. (d) Split air waybill. Forward applicable copies of manifests and air waybills to the

Carrier.

- (e) Prepare cargo manifest(s)
- (f) Provide the load control unit with Special Load Notification.
- (g) When applicable return copy of air waybill to shipper, endorsed with flight details.

- 5.4.2
 - (a) Notify consignee or agent of arrival of shipments
 - (b) Make available cargo documents to consignee or agent.

- 5.4.3
 - (a) Provide or
 - (b) Arrange for
 1. collection of "Charges Collect" as shown on the air waybill
 2. collection of other charges and fees as shown on the air waybill
 3. credit to consignees or agents

5.5 Physical Handling Outbound / Inbound

- 5.5.1 Accept cargo, ensuring that
 - (a)(machine readable labels to be affixed by forwarder, shipment to be rejected if not present)
 - (b)(manual labels to be affixed by forwarder, shipment to be rejected if not present)
 - (c) shipments are "ready for carriage"
 - (d) the weight and volume of the shipments are checked
 - (e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.

- 5.5.2 Tally and assemble for dispatch cargo for the Carrier's flights

- 5.5.3 Prepare
 - (a) Bulk cargo
 - (b) ULD'S For delivery onto flights.

- 5.5.4 Establish the weight of
 - (a) Bulk cargo
 - (b) built-up ULD'S
 and provide the load control unit with deadload weights.

- 5.5.5
 1. Offload bulk cargo from vehicles
 2. Check incoming cargo against air waybills and manifests.
 3. Break down ULD'S

- 5.5.6 Release cargo to the consignee or agent

5.6 Transfer/Transit Cargo

- 5.6.1 Identify transfer/transit cargo.

- 5.6.2 Prepare transfer manifests for cargo to be transported by another carrier.

- 5.6.3
 - (a) Provide or
 - (b) Arrange for transport to the receiving carrier's warehouse under cover of Transfer Manifest
 - 1. on airport,

- 5.6.4 Accept/prepare
 - (a) transfer cargo
 - b) transit cargo for onward carriage.

Section 6. Support Services

6.2 Automation/Computer Systems

- 6.2.1
 - (c) Operate Computer hardware and other equipment (as specified in Appendix B) to enable access to
 - 2. Handling Company's system
- 6.2.2 Access the following functions in
 - (b) Handling Company's system
 - 8. Cargo handling

6.3. Unit Load Device (ULD) Control

- 6.3.1
 - (a) Provide for storage space for ULDs
 - (2) cargo ULDs, Mail ULD
- 6.3.2 Take action to prevent damage, theft or unauthorized use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss. (cargo ULDs only)
- 6.3.3
 - (a) Take physical inventory of ULD stock and maintain records.
 - (b) Compile and despatch ULD control messages
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies.
- 6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities.

Section 7. Security

7.2 Cargo and Post Office Mail

- 7.2.1
 - (a) Provide for
 - 1. control of access to the cargo facilities

2. screening of cargo and/or mail
3. physical examination of cargo
4. holding of cargo and/or mail for variable periods
5. secure storage of cargo and/or mail

Screening and physical examination of cargo are provided by VIAS (Vienna International Airport Security Services Ges.m.b.H) at VIE Airport. The Carrier will pay any fees resulting from Security Services (screening and physical examination) directly to the Provider.

For the avoidance of doubt or misunderstanding, following regulations regarding Handling Services provided by the Handling Company for ULD-Through units (TRU/PBU) shall be acknowledged and accepted by the Carrier:

- a) The Carrier entrusts the Handling Company with the acceptance and airside pick-up supply for ramp transfer of ready-built ULD-Through units being delivered to the warehouse of the Handling Company together with AWB-check-copy serving as acceptance document.
- b) It is confirmed by the Carrier that the Handling Company shall – independent from nature/kind and addressee of damage - not in any way be responsible for services not provided by the Handling Company itself as well as for claims and/or damages resulting from services performed by other service providers in the transport process earlier.
- c) The Carrier confirms that responsibility is taken by the Handling Company regarding correct contour and load wise built-up of ULDs, for appropriate loading of shipments in/on ULDs as well as for dangerous goods / DGs loaded therein/on.
- d) For the avoidance of doubt it is explicitly accepted and confirmed by the Carrier that the Handling Company will not in any way supervise, monitor or check the handling services performed at an earlier stage and/or by other service providers of the transport process of ULD-Through units.

Appendix No. 1

Price Offer

No.	Service description	Ед. изм	Offer price in EUR, VAT exclusive
1	Traffic Cargo Export	EUR/10kg	1,31
2	Traffic charge Cargo Export	EUR / flight	27,11
3	Traffic charge Cargo Import	EUR/10kg	1,20
4	Traffic charge Cargo Import	EUR / flight	25,00
5	Document Handling	EUR / flight	27,28
6	Document Transport per turnaround	EUR/ (in- out)	20,00
7	Off-loading	EUR / 10 kg	1,20
8	Mail Export Handling	EUR / 10 kg	2,06
9	Mail Import Handling	EUR / 10 kg	2,06
10	Dangerous Goods delivery	EUR / flight	25,00
11	Cargo+Mail Export Security	EUR / kg	0,09
12	Cargo+Mail Import Security	EUR / kg	0,09
13	Return Cargo (due to the Carrier's fault)	EUR / flight	47,84
14	Charge for Through unit	EUR / ULD	92,64
15	General Cargo	EUR / AWB	27,28
16	Special Cargo (VAL, HUM, AVI, NWP, LHO)	EUR / AWB	32,73
17	Truck Handling (excl. T1 issue)	EUR / truck	130,95
18	FWB/FHL Data processing (if applicable)	EUR / shipment	10,00
19	Damage Report	EUR / AWB	38,00
20	Customs entry summary declaration (ENS) at first point of entry into the EU (By electronic input)	EUR/MAWB	16,00
21	Customs entry summary declaration (ENS) at first point of entry into the EU (By manual input)	EUR/MAWB	16,00
22	Customs entry summary declaration (ENS) at first point of entry into the EU (Correction and/or full data capture)	EUR/MAWB	16,00
23	Customs entry summary declaration (ENS) at first point of entry into the EU (Correction and/or full data capture)	EUR/HAWB	16,00
24	ULD Inventory (optional) once weekly stock check and report	EUR	92,51
25	Danger Goods Check	EUR / AWB	87,29

Appendix 4
To Procurement Documentation

IATA STANDARD GROUND HANDLING AGREEMENT

(SIMPLIFIED PROCEDURE)

regarding Cargo Handling Services

Annex B1.0 – Location(s), Agreed Services and Charges
to the Standard Ground Handling Agreement (SGHA) of 2008

between

Rossiya Airlines OJSC

having its principal office at

**18/4 Piltov Street, St Petersburg
196210 Russia**

and hereinafter referred to as „the Carrier“

and

having its principal office at

and hereinafter referred to as „the Handling Company“

The Carrier and/or the Handling Company, hereinafter referred as “Party(-ies)”

This Annex For the location	B1.0 VIENNA, VIE
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is valid from	28.03.2021
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and until	27.03.2023
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and replaces	any previous Agreements between the Parties, governing the provision of Ground Handling Services .
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PREAMBLE:

This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Carrier and Handling Company have agreed that the terms of the Main Agreement and Annex A of the SGHA of **2008** as published by the International Air Transport Association (IATA) shall apply to Annex B1.0 as if

such terms were repeated here in full. By signing this Annex B1.0, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1. HANDLING SERVICES & CHARGES

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

Section 1. Representation, Administration and Supervision

1.1 General

- 1.1.2 Liaise with local authorities.
- 1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier

1.2 Administrative Functions

- 1.2.1 Establish and maintain local procedures.
- 1.2.2 Take action on communications addressed to the Carrier.
- 1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/reports/statistics/documents and perform other administrative duties in the following areas:
 - (f) cargo services
 - (g) mail services
 - (h) support services
 - (i) security (Cargo&Mail Handling only))
- 1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.
- 1.2.6 Effect payment, on behalf of the Carrier, including but not limited to:
 - (a) airport, customs, police and other charges relating to the services performed.

1.3 Supervision and/or Co-ordination of Services Contracted by the Carrier with Third Party(ies)

- 1.3.3 Liaise with the Carrier's designated representative
- 1.3.7 Verify despatch of operational messages.
- 1.3.8 Note irregularities and inform the Carrier.

Section 4. Load Control, Communications and Flight Operations

4.1 Load Control

- 4.1.2
 - (a) Prepare
 - (b) Sign
 documents, including but not limited to, loading instructions, loadsheets, weight and balance charts, Captain's load information and manifests where:

(2) Load Control is performed by the Carrier

4.2. Communications

- 4.2.1

(a) Compile

(b) Receive, process and send

all messages in connection with the services performed by the Handling Company, using the Carrier's originator code or double signature procedure

Section 5. Cargo and Mail Services

5.1 Cargo Handling – General

- 5.1.1

(a) Provide or

(c) store cargo

(d) take appropriate action to prevent theft of, or damage to cargo and/or mail

- 5.1.2

(a) Provide or

(b) Arrange for equipment for the handling of

1. General Cargo

2. Special Shipments

3. Specialised Cargo Products

4. Mail

5.1.3

(a) Provide or

(b) Arrange for handling services for:

1. General Cargo

2. Special shipments

3. Specialised Cargo Products

4. Mail

7. Company cargo/material

- 5.1.4

(a) Issue

(b) Obtain Receipt upon delivery of cargo

- 5.1.6 Take action to prevent theft or unauthorised use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items.

5.2 Customs Control

- 5.2.1 Prepare customs documentation for:

(a) Inbound cargo

(b) Outbound cargo

(c) Transfer cargo

- 5.2.2 Obtain Customs clearance for:
 - (a) Inbound cargo (Road Feeder Services)
 - (b) Outbound cargo
 - (c) (T1 discharge on request at additional charge)
- 5.2.3 Place Cargo under Customs control for:
 - (a) Inbound cargo
 - (b) Outbound cargo
 - (c) Transfer cargo
 (including physical reception of cargo into warehouse and related activities; excluding official documentary customs clearance)
- 5.2.4 Present to Customs, cargo for physical examination.

5.3 Irregularities Handling

- 5.3.1 Take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments.
- 5.3.2 Report to the Carrier any irregularities discovered in cargo handling
- 5.3.3 Handle lost, found and damaged cargo
- 5.3.4
 - (a) Notify the Carrier of complaints and claims
- 5.3.5 Take action when consignee refuses acceptance and payment. (inform Carrier)

5.4 Document Handling

- 5.4.1
 - (a) Prepare air waybill
 - (b) Check all documents to ensure shipment may be carried. The check shall not include the rates charged.
 - (c) Obtain capacity/booking information for the Carrier's flights.
 - (d) Split air waybill. Forward applicable copies of manifests and air waybills to the Carrier.
 - (e) Prepare cargo manifest(s)
 - (f) Provide the load control unit with Special Load Notification.
 - (g) When applicable return copy of air waybill to shipper, endorsed with flight details.
- 5.4.2
 - (a) Notify consignee or agent of arrival of shipments
 - (b) Make available cargo documents to consignee or agent.
- 5.4.3
 - (a) Provide or
 - (b) Arrange for
 1. collection of "Charges Collect" as shown on the air waybill
 2. collection of other charges and fees as shown on the air waybill

3. credit to consignees or agents

5.5 Physical Handling Outbound / Inbound

- 5.5.1 Accept cargo, ensuring that
 - (a)(machine readable labels to be affixed by forwarder, shipment to be rejected if not present)
 - (b)(manual labels to be affixed by forwarder, shipment to be rejected if not present)
 - (c) shipments are “ready for carriage”
 - (d) the weight and volume of the shipments are checked
 - (e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with.
- 5.5.2 Tally and assemble for dispatch cargo for the Carrier's flights
- 5.5.3 Prepare
 - (a) Bulk cargo
 - (b) ULD'S For delivery onto flights.
- 5.5.4 Establish the weight of
 - (a) Bulk cargo
 - (b) built-up ULD'S
 and provide the load control unit with deadload weights.
- 5.5.5
 - 1. Offload bulk cargo from vehicles
 - 2. Check incoming cargo against air waybills and manifests.
 - 3. Break down ULD'S
- 5.5.6 Release cargo to the consignee or agent

5.6 Transfer/Transit Cargo

- 5.6.1 Identify transfer/transit cargo.
- 5.6.2 Prepare transfer manifests for cargo to be transported by another carrier.
- 5.6.3
 - (a) Provide or
 - (b) Arrange for transport to the receiving carrier's warehouse under cover of Transfer Manifest
 - 1. on airport,
- 5.6.4 Accept/prepare
 - (a) transfer cargo
 - b) transit cargo for onward carriage.

Section 6. Support Services

6.2 Automation/Computer Systems

- 6.2.1
 - (c) Operate
 Computer hardware and other equipment (as specified in Appendix B) to enable access to
- 2. Handling Company's system

- 6.2.2 Access the following functions in
 - (b) Handling Company's system
- 8. Cargo handling

6.3. Unit Load Device (ULD) Control

- 6.3.1
 - (a) Provide for storage space for ULDs
 - (2) cargo ULDs, Mail ULD
- 6.3.2 Take action to prevent damage, theft or unauthorized use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss. (cargo ULDs only)
- 6.3.3
 - (a) Take physical inventory of ULD stock and maintain records.
 - (b) Compile and despatch ULD control messages
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies.
- 6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities.

Section 7. Security

7.2 Cargo and Post Office Mail

- 7.2.1
 - (a) Provide for
 1. control of access to the cargo facilities
 2. screening of cargo and/or mail
 3. physical examination of cargo
 4. holding of cargo and/or mail for variable periods
 5. secure storage of cargo and/or mail

Screening and physical examination of cargo are provided by VIAS (Vienna International Airport Security Services Ges.m.b.H) at VIE Airport. The Carrier will pay any fees resulting from Security Services (screening and physical examination) directly to the Provider.

For the avoidance of doubt or misunderstanding, following regulations regarding Handling Services provided by the Handling Company for ULD-Through units (TRU/ PBU) shall be acknowledged and accepted by the Carrier:

- a) The Carrier entrusts the Handling Company with the acceptance and airside pick-up supply for ramp transfer of ready-built ULD-Through units being delivered to the warehouse of the Handling Company together with AWB-check-copy serving as acceptance document.
- b) It is confirmed by the Carrier that the Handling Company shall – independent from nature/kind and addressee of damage - not in any way be responsible for services not provided by the Handling Company itself as well as for claims and/or damages resulting from services performed by other service providers in the transport process earlier.

- c) The Carrier confirms that responsibility is taken by the Handling Company regarding correct contour and load wise built-up of ULDs, for appropriate loading of shipments in/on ULDs as well as for dangerous goods / DGs loaded therein/on.
- d) For the avoidance of doubt it is explicitly accepted and confirmed by the Carrier that the Handling Company will not in any way supervise, monitor or check the handling services performed at an earlier stage and/or by other service providers of the transport process of ULD-Through units.

1.2 CARGO HANDLING CHARGES

Airfreight / Road Feeder Services

Traffic charge Cargo Import **EUR / 10 kg**
 Traffic charge Cargo Import **EUR / flight**

Traffic charge Cargo Export **EUR / 10 kg**
 Traffic charge Cargo Export **EUR / flight**

Document Handling **EUR / flight**

Document Transport **EUR / (in/out)**
 per turnaround

Off-loading Charge **EUR / 10 kg**

Mail Export Handling **EUR / 10 kg**

Mail Import Handling **EUR / 10 kg**

Dangerous Goods delivery **EUR / flight**

Cargo+Mail Export Security Charge **EUR / kg**

Cargo+Mail Import Security Charge **EUR / kg**

Return Cargo (due to the Carrier's fault)..... **EUR / per flight**

Traffic charge for Through unit * **EUR / ULD**

Remark *: units for invoicing purposes to be notified by the Carrier to the handling company on monthly basis

Document handling

General Cargo **EUR / AWB**
 Special Cargo (VAL, HUM, AVI, NWP, LHO) **EUR / AWB**

Truck Handling (excl. T1 issue) _____ **EUR / truck**

FWB/FHL Data processing (if applicable) _____ **EUR / shipment**

DGR Check _____ **EUR**
other Checksheets (if applicable) on request at additional charge

Damage Report _____ **EUR / AWB**

Customs import reporting: to provide Customs entry summary declaration (ENS) at first point of entry into the EU

By electronic input _____ **EUR per MAWB**
By manual input _____ **EUR per MAWB**
Correction and/or full data capture _____ **EUR per MAWB**
Correction and/or full data capture _____ **EUR per HAWB**

The Parties agree that the Handling Company shall provide the data entry required (Entry Summary Declaration - ENS) to comply with the delivery of Import Control System (ICS) for goods imported from outside the territory of the EU, under the regulation 648/2005 of the European Parliament, 1875/2006/EG and the 273/2000/EC of the European Committee which stipulates that it is obligatory to provide the relevant data for security checks as of 01 January 2011. Failing to provide data results in a serious fine from the customs authorities of the EU.

The Handling Company provides messages for compliance with Import Control System Entry Summary Declaration (ICS ENS), in case the Carrier is not able to perform these entries in accordance to the above stated regulatory requirements. FFM, FHL and FWB shall be sent by the Carrier to the Handling Company on following SITA' address _____, or e-mail: _____.

To provide solution for the ICS ENS at first point of entry into the European Union and submit declaration:

The Carrier undertakes to indemnify and hold harmless the Handling Company from all fines and penalties incurred by the Carrier due to the improper or inadequate or too late data transmission if the data received by the Handling Company for creating ENS were improper or inadequate or too late.

The Handling Company undertakes to indemnify and hold harmless the Carrier from all fines and penalties incurred by the Carrier if data provided into the Custom's System are improper or inadequate due to mistake committed by the Handling Company during creating of ENS.

All other charges as per the published and current handling charges, which is provide to the Carrier upon the written request.

General

1.3 Charges will be calculated based on the chargeable weights only (in kilograms)

1.4 For Export Cargo cleared through Customs by the Handling Company, terminal charges according to IATA Resolution 512(b), or equivalent Terminal Handling Charges will be recovered by the Handling Company from the Carrier. The Handling Company will recover the Dangerous Goods check fee (where applicable) and any other charges not detailed in 1.2 in accordance with the current Terminal Handling Charge, from the Carrier. For the avoidance of doubt, where cargo is handled at more than one facility, handling will only be charged once.

1.5 Import Terminal Handling Charges will be debited to the consignee or agent and will be retained by the Handling Company.

1.6 Included in the Import Cargo handling charge is the invoicing and collection of freight charges, CC or COD amounts, the CC Fee being retained by the Handling Company. The Carrier will indemnify the Handling Company against non recovery of these charges from IATA Agents, unless specifically advised, or any other companies if specifically advised.

1.7 For any import cargo transferring to an ERTS facility, Terminal Handling Charges will be levied to the clearing agent and will be retained by the Handling Company.

1.8 For any Customs (NCTS) paperwork raised on behalf of the Carrier and forwarded for discharge at another airport, whether in the Federative Republic of Germany or Europe, the Handling Company will hold the Carrier responsible for discharge. Should these documents not be discharged, the Carrier agrees to pay any fines issued by the relevant Customs authority.

1.9 Performance of service elements listed below will not attract additional charges and will be included in the flat rate per-kilo {ton} handling rates

Physical Handling

a. All accessorial materials: plastics, woods {nets, rings and straps not included}.

b. Movement, storage and inventory of ULDs {inter-airport}.

c. Inter – station empty ULD balancing.

d. No charges for re-handling in the next location {movement of built goods between two locations.

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

1.11 Handling in case of return to ramp involving a physical change of load or warehouse check-in will be charged in accordance with Sub-Paragraph 1.1 of this Agreement. A physical change and check-in is necessary if cargo returning to the warehouse from a third party Ground handling company is partially short shipped, e.g. 2 pieces out of 10 are returned to the warehouse and must be prepared again for the next outgoing flight.

1.12 No extra charges will be made for providing the services at night, on Sundays, and on legal holidays.

PARAGRAPH 2. ADDITIONAL CHARGES

2.1. All services not included in Paragraph I of this Annex will be charged for at current local rates as published in the respective price lists of the Handling Company. This current local price list has to be sent to the Carrier with the first factual invoice. The rates for basic additional charges, for levying «CC-Charges», fees for Dangerous Goods are indicated in Appendix 1 to the present Agreement.

PARAGRAPH 3. ACCOUNTING AND SETTLEMENT

3.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, the Handling Company shall invoice the Carrier, in EUR, the charges agreed herein and settlement of account shall be effected as follows in EUR via bank transfer:

- Terms of credit require payment 30 calendar days from date of invoice (invoice is sent on the date of issuance, via e-mail, and not later than by the 10th of the month following the reporting month), delays are subject to invoice non-acceptance to payment
- Charge disputes must be advised to the Handling Company within 30 calendar days of receipt of invoice
- All charges are exclusive of Taxes and charges, which might be levied additionally if applicable
- Banking costs will be paid in accordance with the SHA code, which means that the payer pays the commission of his bank, and the commissions of the banks involved in the payment, if any, will be charged from the transfer amount.
- Term of invoices issuance is limited to 6 months after the end of this Agreement.

3.2 Invoices shall be sent to the following addresses:

The CARRIER

Rossiya Airlines JSC

18/4 Pilotov Street

Saint Petersburg, Russia, 196210

Email: OKR@Rossiya-airlines.com**Bank Details**

Bank: Sberbank (Severo-Zapadny Head office)

St. Petersburg, Russia.

SWIFT: SABRRUMM

Acc. Transit: 40 7029 7845 5001 0000 80

Acc. Current: 40 7029 7815 5000 0000 80

Correspondent Bank: Deutsche Bank AG,

Frankfurt am Main

SWIFT: DEUTDEFF

The HANDLING COMPANY

Bank Details

Account Name: _____

Bank: _____

Swift Code: _____

Iban Acct No: _____

VAT No: _____

PARAGRAPH 4. DISBURSEMENTS

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

PARAGRAPH 5. LIMITED OF LIABILITY

5.1 The limit of liability will be in accordance with Article 8 of the Main Agreement.

5.2 Notwithstanding Article 8 of the Main Agreement, the following clauses for Liability and Indemnity shall be applicable:

5.2.1 The Handling company shall not be liable for damages sustained by or claims lodged against the Carrier in connection with performance or non-performance of the services or supply of goods, if any, irrespective of how and by which persons such damages are caused, unless such damages or claims are due to gross or willful negligence of the Handling company, its servants or subcontractors.

5.2.2 The Carrier shall indemnify the Handling company against and hold the Handling company free and harmless from all claims (including all costs incident thereto) instituted by or on behalf of the Carrier's passengers, employees, shippers or consignees if these claims arise from or are connected with the performance or non-performance of the services or the supply of goods by the Handling company unless such claims are due to gross or willful negligence of the Handling Company, its servants or subcontractors.

5.2.3 Referring to Sub-Article 8.5 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission which could be avoided if procedures were followed. Notwithstanding Sub-Article 8.5 any claim below USD 3 000 shall be indemnified too.

5.2.4 Referring to Sub-Article 8.6 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission which could be avoided if procedures were followed. Notwithstanding Sub-Article 8.6 any claim below USD 500 shall be indemnified too.

PARAGRAPH 6. TRANSFER OF SERVICES

In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company subcontracts the services, under the Paragraph 1 of Annex A Section(s) to third party. In case of a subcontractor is involved, the Handling Company is liable to the Carrier for the actions of the involved subcontractor as for its own.

Imposing responsibility directly on a subcontractor (subcontractor) is unacceptable.

PARAGRAPH 7. DURATION, MODIFICATION AND TERMINATION

7.1 Notwithstanding Sub-Article 11.4 and 11.5 of the Main Agreement, this Agreement shall be valid from the moment of signing contract to 27.03.2023 and can be terminated by either party giving Sixty (60) calendar days written notice at any time without restrictions.

Any modification of or additions to this Agreement must be approved in writing and signed by the Carrier and Handling Company.

7.2 As from 28.03.2022 and until the end of this agreement the Carrier shall be prepared to accept an annual increase of the above charges at the extent of the Austrian Consumer Price Index (VPI – progressive figures only) published by the Österreichisches Wirtschaftsforschungsinstitut (WIFO) end of October / begin of November of the preceding calendar year and applicable/forecasted for the following calendar year.

In case the Österreichisches Wirtschaftsforschungsinstitut (WIFO) should no longer publish the above defined Consumer Price Index (VPI), the parties to this agreement shall mutually agree on a new reference basis to adapt the prices concerned.

7.3 The copy of the official publication source contained mentioned information with economic indicators must be provided to the Carrier preliminary. Nevertheless such price adjustment cannot be more than 2,2% annually. The Handling Company informs the Carrier officially in written (in accordance with Paragraph 8 below) about such adjustment as minimum 35 calendar days before it comes into effect. The notification must include the new rates for services as well as the validity period for the new rates mentioned.

7.4 Should the Handling Company fails to comply with the obligations listed in Paragraph 1 of the Agreement, the Agreement may be terminated by the Carrier unilaterally out of court.

In this case, the Agreement is considered terminated from the moment the Handling Company receives the appropriate notification.

7.5 Changes to the essential terms of the Agreement (on the subject, volume, timing) during the period of its validity at the initiative of the Handling Company is not allowed.

PARAGRAPH 8. NOTIFICATION

8.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Carrier:	Rossiia Airlines JSC
Street:	18/4 Pilotov Street
City, Country:	Saint Petersburg, Russia, 196210
Telephone:	+7 812 6 333 891
Email:	M.Sukhachev@rossiya-airlines.com / contract@rossiya-airlines.com
Attn:	Ground Handling Department

To Handling Company:

Company: _____
 Street: _____
 City, Country: _____
 Telephone: _____
 E-Mail: _____
 Attn: _____

PARAGRAPH 9. GENERAL

9.1 The full Agreement amount does not exceed EUR 44 000. The Parties hereby acknowledge that the above Agreement amount shall be limited and shall not be regarded as the final amount at which the Carrier has to request Handling company's services within the Agreement term. Taxes on any prices covered by this Agreement shall be levied or not levied in accordance with the applicable tax laws of the country where the services are provided. The Parties will pay the taxes payable in their respective jurisdictions and shall have no obligation to pay any other taxes.

9.2 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 Carrier (Appendix 2), attaching confirming documents.

In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Handling Company shall inform the Carrier within 5 (five) working days of such changes, with all the relevant supporting documentation provision.

In case the obligations hereunder are violated or execution thereof is waived, the Carrier shall be entitled to withdraw from the Agreement (terminate this Agreement) unilaterally and within the extrajudicial procedure having notified thereabout to the Carrier three (3) calendar days prior to the date of termination.

PARAGRAPH 10. CONFIDENTIALITY

10.1 The terms of this Agreement are confidential and belong exclusively to the Carrier and/or the Handling Company, and shall not be disclosed or reproduced, in whole or in part, or used for any purpose other than the one that may be previously expressly approved in writing by an authorized representative of each of the parties.

10.2. The Parties shall keep in strict confidence the details of this agreement and shall not divulge, directly or indirectly, any trade secrets, strategies, methods or confidential information in respect to this agreement to any third party. In the event that any of the Parties is required to disclose any confidential information pursuant to a court order, or governmental or administrative request, and except for instances where requested or instructed specifically not to notify the other Party, it shall notify and co-operate with the Party, limit any disclosure to the minimum required by law and, to the extent possible, request that such information be kept confidential. This clause shall supersede the termination of this Agreement.

10.3. With reference to Article 5 of the Main Agreement, it shall be agreed that governing rules, procedures and standards, others than applicable by local law, which will have impact on this Annex, shall be mutually agreed and attached as Addendums to this Agreement.

10.4. All amendments and modifications to this Agreement shall be put in writing and attached as Addendums to this Agreement.

PARAGRAPH 11. GOVERNING LAW

11.1 In case of any disagreements under this Agreement between the Carrier and the Handling company, the Parties shall take every effort to resolve the dispute amicably through negotiations.

11.2 It is provided for hereby that any dispute may be resolved by exchange of written claims and

responses thereto.

11.3 The claims made in a proper manner shall be sent to the email address of the Carrier: contract@rossiya-airlines.com or to the address of the Handling company: _____. The original claim shall be sent to the address of the addressee thereof either by registered mail with return receipt requested or by a courier with the delivery thereof to the addressee against signed receipt.

11.4 Upon receipt of the claim, the Handling company shall within 1 (one) business day, send the Carrier a confirmation of the claim examination. The Handling company shall examine the claim and give response thereto in writing on the merits of the dispute (confirm the consent for the claim to be fully or partially satisfied, or inform about a total or partial dismissal thereof, specify the reasons for the decision made) no later than 10 (ten) working days from the date of the claim receipt.

11.5 If the disagreements between the Carrier and Handling company may not be settled through negotiations and using the claim procedure, they shall be subject to resolution by the Arbitration court of Vienna in the manner established by the legislation of Austria order.

PARAGRAPH 12. RIGHT TO AUDIT

12.1 The Carrier may audit the provided services at any time for its own expenses, but not less than 1 (one) time per two years by sending a prior official written notice to the Handling company 30 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited and the detailed agenda. However the Carrier may hold unscheduled monitoring of the Handling company's activity if it is stipulated in the Carrier's internal standards for quality assurance program and internal & external audit management. The aforesaid monitoring may be held without a prior written notice to Handling company.

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

12.3 The Handling company shall cooperate with the Carrier and implement all required corrective actions.

PARAGRAPH 13. FORCE MAJEURE, UNFORESEEN CIRCUMSTANCES CLAUSE (FMC)

13.1 None of the parties will be liable for failure to fulfill their obligations under the Agreement on time, if the failure is a consequence of force majeure circumstances, that is, extraordinary and unforeseen circumstances arising during the period of the Agreement, for which the party affected (hereinafter referred to as the Affected Party) cannot really influence and which it could not really foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and hostilities, blockades, ban on imports or exports, changes in legislation). Fires and strikes are recognized as the force majeure if they are not the result of a guilty and/or negligent act/omission of the Affected Party and/or persons controlled by it (employees, contractors, consultants and others). Malfunctions/interruptions in the operation of equipment and/or software used by the Affected Party, damage to lines and/or communication facilities are the force majeure only if they are caused by the action of natural and/or man-made factors and are not the result of a guilty and/or reckless action/inaction of the Affected Party and/or third parties.

13.2 The Affected Party is obliged to immediately, but no later than 7 (seven) calendar days from the onset of the force majeure, notify the other party in writing thereof, the expected validity period, if possible, assess their impact on the performance (including the performance period) of obligations under the Agreement, except in cases where such notice is impossible due to the action of such circumstances. Upon termination of the force majeure, the Affected Party is obliged to notify the other party thereof within the same time frame, indicating the expected date of performance of obligations hereunder.

13.3 The absence or untimely notice of the force majeure deprives the Affected Party of the right to be exempt from liability for failure to fulfill obligations hereunder.

13.4 At the request of the other party, the Affected Party is obliged to provide an official document issued by a competent government authority or organization, confirming the fact of the occurrence of events that are force majeure.

13.5 The emergence of force majeure extends the term for fulfilling the obligations under the Agreement for a period corresponding to the duration of the specified circumstances, taking into account a reasonable period for eliminating their consequences, unless the Parties have agreed otherwise.

13.6 If the force majeure and their consequences continue for more than 30 (thirty) calendar days, then each of the parties has the right to unilaterally extrajudicially demand termination of the Agreement..

PARAGRAPH 14. MISCELLANEOUS

14.1 Emergency Assistance

By signing this Annex B, the Carrier acknowledges and accepts that the Handling Company participates in a local emergency response plan (SMS – Safety Management System). With disregard to any emergency response plan(s) and /or requirements of the Carrier mentioned in the Carriers respective Manuals, the Handling Company will follow the above mentioned local emergency plan in case of emergency applicable for all carriers.

14.2. Qualification and Training of Handling Staff

14.2.1. By signing this Annex B the Carrier acknowledges and accepts that the staff of the Handling Company involved in the performance of the items mentioned above has on a general basis been trained and - if applicable (for example, but not limited to DG-issues) licensed - by accordingly authorized persons and/or institutions, or holds respective training certificates issued by Airlines.

14.2.2. In case the above described approach should not be acceptable to the Carrier, it shall be agreed, that the Carrier will perform at its own cost respective trainings and issue related licenses for the staff of the Handling Company involved with the performance of the contracted services.

14.2.3. In the event of the Handling Company should face unexpected shortage of trained staff to perform part or all of the services contracted, the Carrier shall accept the Handling Company's temporary subcontracting of the service(s) concerned; the respective costs shall be borne by the Handling Company.

14.2.4. The Carrier reserves the right to send official claims (included but not limited to financial claims) to the Handling Company if case of proven poor performance of the Handling Company.

14.2.5. Personnel of the Handling Company follows the Carrier's rules, standards and instructions within the granted access to the Carrier's intranet, section «For partners» on www.rossiya-airlines.com (if not advised another in written).

14.2.6 The Handling Company will send to the Carrier once per month the performance report in free form via e-mail.

14.3 The Handling company, in carrying out its activities, is focused on fulfilling the following goals:

- no delays in the departure of the Carrier's flights due to the fault of the Handling Company personnel - 100%;
- timely arrival of the Handling Company personnel to the Carrier's aircraft board - 100%.

PARAGRAPH 15. ANTI-CORRUPTION

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.

15.2 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.

15.3 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, 15.2, 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, 15.2 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.

15.4 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 15.1, 15.2, 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.

PARAGRAPH 16. WARRANTIES AND REPRESENTATIONS

16.1 Each Party represents and warrants to the other Party that:

- the conclusion and/or performance of the Agreement by the Party is not in conflict with laws, regulations of public authorities and/or local government, local regulations of the Party, or court decisions;
- The Party has obtained all authorisations, approvals and consents necessary for it to enter into and/or execute the Agreement (including in accordance with the applicable laws of the Russian Federation or the Party's constituent documents);
- The Party is not insolvent or bankrupt, is not in the process of liquidation, has not had its assets seized or suspended for the performance of the Agreement;
- The Party shall possess the appropriate authorisations (licences, etc.) entitling it to fulfil its obligations under the Agreement;
- before signing the Agreement, the Party has studied the Agreement, understands the meaning and scope of all its provisions, including the terms and conditions on the manner and extent of liability incurred for non-performance/undue performance of its obligations, and, acting of its will and in its interest, fully accepts and unconditionally accepts all its terms, including the amount of fines and penalties;
- The Agreement shall be signed by a person authorised to do so in accordance with the law and the Party's constitutional documents.

In addition, the Agent shall represent and warrant to the Carrier that it is aware of the importance and significance for the Carrier of the conclusion and proper performance of this Agreement as well as of the possible negative consequences for the Carrier in case of non-performance/undue performance of the obligations undertaken by the Agent under the Agreement.

All the above representations of circumstances are material to the conclusion, performance or termination of the Agreement and the Parties will rely on them.

16.2 The Party that has given false representations about the circumstances shall be liable to compensate the other Party, upon its request, for the documented losses caused by the false representation.

16.3 The Party who has relied on untrue representations by the other Party which are material to it shall also have the right to withdraw from the Agreement in addition to the claim for damages or liquidated damages.

PARAGRAPH 17. FINAL PROVISIONS

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

17.2 Neither Party may assign its rights and obligations hereunder to any third party without written consent of the other Party.

17.3 The following Addendums shall be an integral part of this Agreement:

17.3.1 Appendix 1 – Additional charges

17.3.2 Appendix 2 – Formular “Counterparty Data.

Signed
in _____
On behalf of the Carrier:

Signed
in _____
On behalf of the Handling company:

By: Mr Andrei Ordinov
General Director Deputy – COO
POA Д-181/20 dated 19 June 2020

By: _____

APPENDIX 1

Paragraph 2 – Additional charges

2.1. All services not included in Paragraph I of this Annex will be charged for at current local rates as published in the respective price lists of the Handling Company. This current local price list has to be sent to the Carrier with the first factual invoice. The rates for basic additional charges, for levying «CC-Charges», fees for Dangerous Goods are indicated in Appendix 1 to the present Agreement.

ULD Inventory (optional)

once weekly stock check and report _____ **EUR**
(service item 6.3.3(a))

Signed
in _____
On behalf of the Carrier:

Signed
in _____
On behalf of the Handling company:

By: Mr Andrei Ordinov
General Director Deputy – COO
POA Д-181/20 dated 19 June 2020

By: _____

APPENDIX 2. Formular “Counterparty Data”

Contract (bank details, subject matter, total amount, validity)					Handling Company				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	SVP name	Taxpayer identification No.	State registration No. (for legal entities)	Name of the owner/beneficiary	Registered address	CEO/owner/ shareholder/beneficiary	List of the docs confirming the info about owners, shareholders and beneficiaries
No. _____														

Signed
in _____
On behalf of the Carrier:

Signed
in _____
On behalf of the Handling company:

By: Mr Andrei Ordinov
General Director Deputy – COO
POA Д-181/20 dated 19 June 2020

By: _____
