

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

Approval date

14	02	2018r.
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	15	02	2018r.	18:00 Moscow time
Date and time for the request receiving completion	06	03	2018r.	10:00 Moscow time
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	14	03	2018r.	
Commencement date for providing clarifications on procurement documentation	15	02	2018r.	
Completion date for providing clarifications on procurement documents	01	03	2018r.	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Ground Handling (Orly international airport (Paris, France))			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Ground Handling (Orly international airport (Paris, France))			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
2 500 000	EUR	Not determined	pcs	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)			Orly international airport (Paris, France)		

Term and Payment Procedure for Goods (Work. Service)	Bank transfer within 15 business days of invoicing
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable * <i>It is considered acceptable to change the wordings of the attached contract upon mutual agreement, excluding the following wordings of the articles of the contract: 1.14, 1.15, 1.17, 4 (excluding bank details of the bidder), 6, 7.1, 7.2, 7.3, 7.5, 11, 13, 15, as well as a Side Letter to the contract. The Customer reserves the right not to sign the contract, if conditions offered by the bidder are recognized by the Customer as unacceptable.</i>

Assessment and Comparing Criteria of Quotes

№ Crit erio n	Sections of SGHA 2008	Criterion	Unit	The procedure for calculating the points for the criterion	Max. numb er of point s
1	-	Basic handling charge for A319/320	Turnaroun d flight	To calculate the number of points it shall be used the formula: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table.	25
2	-	Basic handling charge for A320	Turnaroun d flight		2,5
3	-	Basic handling charge for B737	Turnaroun d flight		2,5
4	-	Basic handling charge for B777	Turnaroun d flight		0,5
5	-	Basic handling charge for B747	Turnaroun d flight		0,5
6	-	Surcharge for flight delays 2 hours and more	Event		4
7	-	Penalty for flight cancelation between 47:59 and 24:00 hours before STD	Event		1
8	-	Penalty for flight cancelation between 23:59 and 12:00 hours before STD	Event		1
9	-	Penalty for flight cancelation between 11:59 – 0:00 hours before STD	Event		1
10	3.3.3.	GPU extra usage	per 15 min		4
11	3.4.1 3.4.2	ACU cooling / heating	per 30 min		2
12	3.6.2 (1)	Passenger transport between aircraft and terminal (Y-Class) for A319/A320/B737	Turnaroun d flight		3
13	3.6.2 (1)	Passenger transport between aircraft and terminal (Y-Class) for B777	Turnaroun d flight		0,5
14	3.6.2 (1)	Passenger transport between aircraft and terminal (Y-Class) for B747	Turnaroun d flight		0,5
15	3.6.2 (1)	Passenger transport between aircraft and terminal (C-Class)	Turnaroun d flight		2
16	3.6.2 (2)	Crew transportation	Movement		0,5
17	3.7.1.	ASU	Event		4
18	3.9.3 (a)	Additional Push back	Event		2
19	3.9.3 (b)	Towing of aircraft	Event		2
20	3.6.1 (a)(1)	Passenger steps for narrow body (in excess of the first 90 min)	per 60 min		2
21	3.6.1 (a)(1)	Passenger steps for wide body (in excess of the first 90 min)	per 60 min		0,5
22	2.1.7.	Tracing baggage file (2 PIR are included in the basic handling rate)	file		5
23	3.1.7 (a)	Connecting baggage	pcs		3
24	3.6.5 (a)(2)(3)	Cargo and mail transportation	Truck / movement		10
25	3.11.2	Cabin cleaning (incl. Changing of head rest covers) – A319/ A320/ B737	Turnaroun d flight		5
26	3.11.2	Cabin cleaning (incl. Changing of head rest covers) – B777	Turnaroun d flight		0,5

27	3.11.2	Cabin cleaning (incl. Changing of head rest covers) – B747	Turnaroun d flight		0,5
28	3.11.10	Remove and destroy food and material left over from incoming flights	Service		5
29	-	Possibility to sign the draft of the Customer without corrections on behalf of the bidder	-	To calculate the number of points using the following procedure: - If it is possible, the application of the participant is assigned a maximum number of points from the cells to the right. - If it is not possible, 0 points assigned by the Customer.	10
Total					100

1. General Terms of the Procurement Procedure

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

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

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

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

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request

for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.6. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

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

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

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated

11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance

with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

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

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

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

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

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

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

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

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

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such

bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.

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

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

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

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

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

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

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

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

10.13. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal

of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

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

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

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

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

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

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

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

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

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or

recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals or apply another method of procurement.

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:																																																					
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>																																																					
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)																																																					
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>																																																					
Registered at the following address:																																																					
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предлагает заключить договор на																																																					
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In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.																																																					
Quote:																																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">№ п/п</th> <th style="width: 35%;">Name of the criteria</th> <th style="width: 15%;">Sections of SGHA 2008</th> <th style="width: 15%;">Unit</th> <th style="width: 15%;">Rate for Unit, EUR (VAT excl)</th> <th style="width: 15%;">EUR (VAT)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Basic handling charge for A319/320</td> <td>-</td> <td>Turnaroun d flight</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Basic handling charge for A320</td> <td>-</td> <td>Turnaroun d flight</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Basic handling charge for B737</td> <td>-</td> <td>Turnaroun d flight</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Basic handling charge for B777</td> <td>-</td> <td>Turnaroun d flight</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Basic handling charge for B747</td> <td>-</td> <td>Turnaroun d flight</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Surcharge for flight delays 2 hours and more</td> <td>-</td> <td>Event</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Penalty for flight cancelation between 47:59 and 24:00 hours before STD</td> <td>-</td> <td>Event</td> <td></td> <td></td> </tr> </tbody> </table>						№ п/п	Name of the criteria	Sections of SGHA 2008	Unit	Rate for Unit, EUR (VAT excl)	EUR (VAT)	1	Basic handling charge for A319/320	-	Turnaroun d flight			2	Basic handling charge for A320	-	Turnaroun d flight			3	Basic handling charge for B737	-	Turnaroun d flight			4	Basic handling charge for B777	-	Turnaroun d flight			5	Basic handling charge for B747	-	Turnaroun d flight			6	Surcharge for flight delays 2 hours and more	-	Event			7	Penalty for flight cancelation between 47:59 and 24:00 hours before STD	-	Event		
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4	Basic handling charge for B777	-	Turnaroun d flight																																																		
5	Basic handling charge for B747	-	Turnaroun d flight																																																		
6	Surcharge for flight delays 2 hours and more	-	Event																																																		
7	Penalty for flight cancelation between 47:59 and 24:00 hours before STD	-	Event																																																		

¹ To18 be executed on the official letterhead of the bidder in the procurement procedure as a separate docum19ent.

8	Penalty for flight cancelation between 23:59 and 12:00 hours before STD	-	Event		
9	Penalty for flight cancelation between 11:59 – 0:00 hours before STD	-	Event		
10	GPU extra usage	3.3.3.	per 15 min		
11	ACU cooling / heating	3.4.1 3.4.2	per 30 min		
12	Passenger transport between aircraft and terminal (Y-Class) for A319/A320/B737	3.6.2 (1)	Turnaround flight		
13	Passenger transport between aircraft and terminal (Y-Class) for B777	3.6.2 (1)	Turnaround flight		
14	Passenger transport between aircraft and terminal (Y-Class) for B747	3.6.2 (1)	Turnaround flight		
15	Passenger transport between aircraft and terminal (C-Class)	3.6.2 (1)	Turnaround flight		
16	Crew transportation	3.6.2 (2)	Movement		
17	ASU	3.7.1.	Event		
18	Additional Push back	3.9.3 (a)	Event		
19	Towing of aircraft	3.9.3 (b)	Event		
20	Passenger steps for narrow body (in excess of the first 90 min)	3.6.1 (a)(1)	per 60 min		
21	Passenger steps for wide body (in excess of the first 90 min)	3.6.1 (a)(1)	per 60 min		
22	Tracing baggage file (2 PIR are included in the basic handling rate)	2.1.7.	file		
23	Connecting baggage	3.1.7 (a)	pcs		
24	Cargo and mail transportation	3.6.5 (a)(2)(3)	Truck / movement		
25	Cabin cleaning (incl. Changing of head rest covers) – A319/ A320/ B737	3.11.2	Turnaround flight		
26	Cabin cleaning (incl. Changing of head rest covers) – B777	3.11.2	Turnaround flight		
27	Cabin cleaning (incl. Changing of head rest covers) – B747	3.11.2	Turnaround flight		

28	Remove and destroy food and material left over from incoming flights	3.11.10	Service			
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Possibility to sign the draft of the Customer without corrections on behalf of the bidder
 _____ **YES/NO**

2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:

Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)

Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;

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

3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.

5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.

6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.

7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.

8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.

9. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в

запросе котировок, запросе предложений.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);	
11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	
(DD) (MM) (YYYY)	

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

Appendix 2
To Procurement Documentation

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 _____	

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

4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

5. Contact person

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

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

Principal

(title of the Principal)

_____ (signature)

_____ (state initials, last name)

SEAL

Date of Issuance

_____ (DD)

_____ (MM)

_____ (YYYY)

Terms of reference

1. Procurement subject:

Ground handling of the Customer's flights at Paris international airport (ORY), France

2. Kind of service:

For a single ground handling consisting of the arrival and subsequent departure at agreed timings of the same aircraft the following services shall be provided on the base of Annex A to the Standard Ground Handling Agreement of January 2008:

1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

1.1.2

1.1.3

1.1.4

1.2 Administrative Functions

1.2.1

1.2.2

1.2.3 (a) (b) (c) (d) (e) (h) (i) (k)

1.2.4

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

1.3.3

1.3.6

1.3.8

1.4 Station Management

1.4.6 (upon request)

2. PASSENGER SERVICES

2.1 General

2.1.1

2.1.2

- 2.1.3 (a) (1) (b) (2) (3) (4) (5) (6)
- 2.1.4 in accordance with the Carrier's GHM. Extra services to be provided in case of the Carrier's request. Payment of extra services upon factual costs (invoices). Disbursement is applicable according to paragraph 3 of the Agreement. In case of irregularities coordination with the Carrier's appointed supervisor/representative (if any) and OPS is a must.
- 2.1.5
- 2.1.6 (a)
- 2.1.7 (a, b - the Handling company WT account) (c - 5 days) (e – baggage delivery is provided by the Handling company recharged with 10% commission) (f) (Lost and found services at additional cost. No extra charge for lost and found services caused by the Handling company's activity)
- 2.1.8 report the Carrier all the relevant documentation (information about the baggage found with number of baggage pieces as per each type - AHL, OHD, DPR, FWD, file numbers of AHL, OHD, DPR, printouts of FWD and items found). The report must be sent to the Carrier together with the invoices as per Paragraph 4 of the Agreement
- 2.1.9 (a) (5) arrival service/lost&found (b) (1 - separate counter for business class passengers is a must. One counter per each economy class 60 passengers booked. Check-in counters shall be opened not later than 2 hours before STD for narrow body and not later than 3 before STD hours for wide body) (3 - separate agreement between the Carrier and Business Lounge. Invitations shall be issued as per the Carrier's standards)

2.2 Departure

- 2.2.1
- 2.2.2 (a) (b – upon additional notification from the Carrier)
- 2.2.3 (a – with reference to sub-paragraph 1.14 of the Agreement) (b)
- 2.2.4 (a) (1) (2 – upon additional notification from the Carrier)
- 2.2.5 (a)
- 2.2.6 (a) (b – upon additional notification from the Carrier)
- 2.2.7
- 2.2.8
- 2.2.10 (a) (b) (c) (1) (2)
- 2.2.11 (a)
- 2.2.12
- 2.2.13 (a) (b) (c) (d) (e) (f) (g) (h)
- 2.2.14 (a) (b) (c) – with reference to subparagraph 1.15 of the Agreement

2.3 Arrival

- 2.3.1 (b)
- 2.3.2
- 2.3.3 (b) (1)

3. RAMP SERVICES

3.1 Baggage Handling

- 3.1.1 to 3.1.6
- 3.1.7 (a – at additional charge).

3.2 Marshalling

3.2.1 (a)

3.3 Parking

3.3.1 (a) (b)

3.3.2 (f - safety cones)

3.3.3 (a - 90 mins for narrow body and 120 mins for wide body are included; 400Hz is not included and charged separately) (c)

3.4 Cooling and Heating

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

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

3.5 Ramp to Flight Deck Communication

3.5.1

3.5.2 (a) (b)

3.6 Loading and Unloading

3.6.1 (a) (1- 90 mins for narrow body and 90 mins for wide body included. 1 step for narrow body aircraft; 2 steps for wide body, extra usage will be at additional cost) (b) (3) (c) (1) (3)

3.6.2 (a) (1) (at additional charge) (separate transport for business class passengers – at additional charge)(2 - at additional charge).

3.6.3 (a)

3.6.4 (a) (1) (2)

3.6.5 (a) (1) (2, 3 - at additional charge) (4) (5)

3.6.6

3.6.7

3.6.8 (a)

3.6.10 (a) (1)

3.7 Starting

3.7.1 (a - at additional charge) (c)

3.8 Safety Measures

3.8.1 (b)

3.8.2 (a) (b) (1) (2)

3.9 Moving of Aircraft

3.9.1 (a)

3.9.2 (b)

3.9.3 (a)(one pushback is incl. per turnaround) (b – on request and at additional charge)

3.11 Interior Cleaning

3.11.2 ((a)(b)(c)(d)(e)(f)(g)(h)(i)) - upon request and additional charge

3.11.7 (a) – upon request

3.11.10 ((a)(b)) - under this service the Parties understand that crew members of the Carrier clean flights and thereafter bags with litter will be transferred to staff of the Handling Company for further removal and disposal. This service is provided upon request (at additional charge) and applies only when the cleaning is performed by the Carrier.

3.12 Toilet Service

3.12.1

3.13 Water Service

3.13.1

4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

4.1.1

4.1.2 (a) (b) (c) (d) (e) (1)

4.2 Communications

4.2.1 (a) (b) (d)

4.2.2 (a) (b)

4.3 Flight Operations - General

4.3.1

4.3.2

4.4 Flight Operations – Flight Preparation at the Airport of Departure

4.4.1 (a)

4.4.2

4.4.3 (c) (d)

4.4.4 (b) (d) (e) (1) (2)

4.4.5

4.4.7

4.4.8

4.6 Flight operations – En-route Flight Assistance

4.6.1 (a)

5 CARGO AND MAIL SERVICES

5.1.3 (a)(7) Company mail

6 SUPPORT SERVICES

6.2 Automation / Computer systems

6.2.1 (a) (c) (2)

6.2.2 (b) (1) (3) (4) (5) (6) (8)

6.3 Unit Load Device (ULD) Control

6.3.1 (a) (1) (2) on request

6.3.2

6.3.3 (b)

6.3.5

6.5 Ramp Fuelling/Defuelling Operations

6.5.1

7. SECURITY

- 7.1 Passenger and Baggage Screening and Reconciliation**
 - 7.1.1 (a) (2)
 - 7.1.2 (b)
 - 7.1.3 (b)
 - 7.1.4 (a) (1) (2) (4)
- 7.4 Aircraft**
 - 7.4.2 (a) (4) - with reference to subparagraph 1.17 of the Agreement

3. Nomenclature, product description, possibility of changing, equivalent:

According to conditions of the agreement

4. Volume

Not determined

5. Place of delivery/work location/service location

Paris international airport (ORY), France

6. Terms or schedule of shipment/delivery of goods, performance of work and services rendering

During the whole period of validity of the agreement

7. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs:The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels and Standards. Service Levels and Standards to be finalized as Side Letter 1 (SLA) to the Standard Ground Handling Agreement.

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

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

According to conditions of the agreement

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

Not determined

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

Not determined

- 11. General requirements to the Handling Company**

The Handling Company shall have an appropriate license for provision of ground handling services at Paris international airport (ORY). A scan copy of the license, which confirms the right of the Handling Company to render the services at Paris international airport (ORY), must be provided by the Handling Company upon filing the bid for the request for quotations.

The Handling Company shall provide the Customer with a confirmation in a free written form (signed by the Handling Company), whereby it guarantees that its entire staff has valid airport IDs to perform ground handling services for the Customer's flights at Paris international airport (ORY). The letter must be provided by the Handling Company upon filing the bid for the request for quotations.

- 12. Other requirements**

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

A319 - 2 000 EUR (VAT excluded)

A320 – 2 000 EUR (VAT excluded)

B737 – 2 000 EUR (VAT excluded)

Draft Agreement

STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

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

Between : Rossiya Airlines JSC

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

hereinafter referred to as : “the Carrier”

and :
having its principal
office at :

hereinafter referred to as : “the Handling Company”

This Annex B1.0

For the location : Paris, Orly (ORY)

is valid from : the 15th of March 2018
and replacing: : none

PREAMBLE This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008, as published by the International Air Transport Association shall apply as if such terms were repeated

here in full. By signing this Annex B1.0 the parties confirm that they are familiar with aforementioned Main Agreement and Annex A.

Paragraph 1 - HANDLING SERVICES AND CHARGES

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

1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

1.1.2
1.1.3
1.1.4

1.5 Administrative Functions

1.5.1
1.5.2
1.5.3 (a) (b) (c) (d) (e) (h) (i) (k)
1.2.4

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

1.3.3
1.3.6
1.3.8

1.7 Station Management

1.4.6 (upon request)

2. PASSENGER SERVICES

2.1 General

2.1.3
2.1.4
2.1.3 (a) (1) (b) (2) (3) (4) (5) (6)
2.1.4 in accordance with the Carrier's GHM. Extra services to be provided in case of the Carrier's request. Payment of extra services upon factual costs (invoices). Disbursement is applicable according to paragraph 3 hereof. In case of irregularities coordination with the Carrier's appointed supervisor/representative (if any) and OPS is a must.
2.1.5
2.1.6 (a)
2.1.7 (a, b - the Handling company WT account) (c - 5 days) (e – baggage delivery is provided by the Handling company recharged with 10% commission) (f) (Lost and found services at additional cost. No extra charge for lost and found services caused by the Handling company's activity)
2.1.8 report the Carrier all the relevant documentation (information about the baggage found with number of baggage pieces as per each type - AHL, OHD, DPR, FWD, file numbers of AHL, OHD, DPR, printouts of FWD and

- items found). The report must be sent to the Carrier together with the invoices as per Paragraph 4 of the present agreement
- 2.1.9 (a) (5) arrival service/lost&found (b) (1 - separate counter for business class passengers is a must. One counter per each economy class 60 passengers booked. Check-in counters shall be opened not later than 2 hours before STD for narrow body and not later than 3 before STD hours for wide body) (3 - separate agreement between the Carrier and Business Lounge. Invitations shall be issued as per the Carrier's standards)

2.2 Departure

- 2.2.1
2.2.2 (a) (b – upon additional notification from the Carrier)
2.2.3 (a – with reference to sub-paragraph 1.14 hereof) (b)
2.2.4 (a) (1) (2 – upon additional notification from the Carrier)
2.2.5 (a)
2.2.6 (a) (b – upon additional notification from the Carrier)
2.2.7
2.2.8
2.2.10 (a) (b) (c) (1) (2)
2.2.11 (a)
2.2.12
2.2.13 (a) (b) (c) (d) (e) (f) (g) (h)
2.2.14 (a) (b) (c) – with reference to subparagraph 1.15 hereof

2.3 Arrival

- 2.3.1 (b)
2.3.2
2.3.3 (b) (1)

3. RAMP SERVICES

3.1 Baggage Handling

- 3.1.1 to 3.1.6
3.1.7 (a – at additional charge).

3.2 Marshalling

- 3.2.1 (a)

3.3 Parking

- 3.3.1 (a) (b)
3.3.2 (f - safety cones)
3.3.3 (a - 90 mins for narrow body and 120 mins for wide body are included; 400Hz is not included and charged separately) (c)

3.4 Cooling and Heating

- 3.4.1 (a – on request and at additional charge) (c)
3.4.2 (a – on request and at additional charge) (c)

3.5 Ramp to Flight Deck Communication

- 3.5.1
3.5.2 (a) (b)

3.6 Loading and Unloading

- 3.6.1 (a) (1- 90 mins for narrow body and 90 mins for wide body included. 1 step for narrow body aircraft; 2 steps for wide body, extra usage will be at additional cost) (b) (3) (c) (1) (3)
- 3.6.2 (a) (1) (at additional charge) (separate transport for business class passengers – at additional charge)(2 - at additional charge).
- 3.6.3 (a)
- 3.6.5 (a) (1) (2)
- 3.6.5 (a) (1) (2, 3 - at additional charge) (4) (5)
- 3.6.6
- 3.6.7
- 3.6.8 (a)
- 3.6.10 (a) (1)

3.7 Starting

- 3.7.1 (a - at additional charge) (c)

3.8 Safety Measures

- 3.8.1 (b)
- 3.8.2 (a) (b) (1) (2)

3.9 Moving of Aircraft

- 3.9.1 (a)
- 3.9.2 (b)
- 3.9.3 (a)(one pushback is incl. per turnaround) (b – on request and at additional charge)

3.11 Interior Cleaning

- 3.11.2 ((a)(b)(c)(d)(e)(f)(g)(h)(i)) - upon request and additional charge
- 3.11.7 (a) – upon request
- 3.11.10 ((a)(b)) - under this service the Parties understand that crew members of the Carrier clean flights and thereafter bags with litter will be transferred to staff of the Handling Company for further removal and disposal. This service is provided upon request (at additional charge) and applies only when the cleaning is performed by the Carrier.

3.12 Toilet Service

- 3.12.1

3.13 Water Service

- 3.13.1

4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

- 4.1.1
- 4.1.2 (a) (b) (c) (d) (e) (1)

4.2 Communications

- 4.2.1 (a) (b) (d)
- 4.2.3 (a) (b)

4.3 Flight Operations - General

4.3.1

4.3.2

4.4 Flight Operations – Flight Preparation at the Airport of Departure

4.4.1 (a)

4.4.2

4.4.3 (c) (d)

4.4.5 (b) (d) (e) (1) (2)

4.4.5

4.4.7

4.4.8

4.6 Flight operations – En-route Flight Assistance

4.6.1 (a)

5 CARGO AND MAIL SERVICES

5.1.3 (a)(7) Company mail

6 SUPPORT SERVICES

6.2 Automation / Computer systems

6.2.1 (a) (c) (2)

6.2.2 (b) (1) (3) (4) (5) (6) (8)

6.3 Unit Load Device (ULD) Control

6.3.1 (a) (1) (2) on request

6.3.2

6.3.3 (b)

6.3.5

6.5 Ramp Fuelling/Defuelling Operations

6.5.1

7. SECURITY

7.1 Passenger and Baggage Screening and Reconciliation

7.1.1 (a) (2)

7.1.2 (b)

7.1.3 (b)

7.1.4 (a) (1) (2) (4)

7.4 Aircraft

7.4.2 (a) (4) - with reference to subparagraph 1.17 hereof

1.2 The Handling Company shall charge the Carrier for the performance of the agreed services as specified in Paragraph 1 of this Annex at the following rates (*in EUR*):

Aircraft types:	Basic handling charge, per turnaround flight
A319	
A320	
B737	
B777	

- 1.3 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.4 Handling in case of technical and/or fueling landing for other than commercial purposes will be charged at fifty percent (50%) of the above prices in Sub-Paragraph 1.2, provided that a physical change of load is not involved.
- 1.5 Handling in case of return to ramp involving a physical change of load will be charged as for technical handling in accordance with Sub-paragraph 1.4 above
- 1.6 In case of diversions of aircraft from its scheduled destination due to any reason and consequent Irregularity handling (i.e. arrange surface transport), a charge of 75% of the standard handling charges is applicable for services provided at the scheduled airport of departure.
- 1.7 No extra charges will apply for providing the services on legal holidays, or overnight stops. All services performed between 09:00pm and 06:00am (local time) will be subject to a ____% tariff increase. The additional cost will be effective only on the considered movement.
- 1.8 Whenever a flight delays 2 hours (between landing – on block and departure – off block) or more for reasons caused by the Carrier, the charges of sub-paragraph 1.2 hereof may be increased by ____%. The Handling Company shall be guided by information about flight ATA and/or ATD received from the Carrier's supervisor, and/or representative at the location, and/or the Carrier's OPS (contact details are published on the official website of the Carrier – access to the website will be provided to the Handling Company before the first day of the services rendering) and/or MVT (if the Handling company has SITA). Non-provision of actual information on flight ATA and/or ATD is only a case if the Handling Company doesn't receive a reply from the Carrier on its written requests.
- 1.9 Handling of load in/empty out and/or empty in/load out flights will be charged at 75% of the rates under Sub-Paragraph 1.2
- 1.10 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office 48:00 hours prior to the scheduled departure time.
- 1.11 Any flights cancelled between 47:59 and 24:00 hours before schedule departure will be charged at ____% of the charges of sub-paragraph 1.2 hereof.
- 1.12 Any flights cancelled between 23:59 and 12:00 hours before schedule departure will be charged at ____% the charges of sub-paragraph 1.2 hereof.
- 1.13 Any flights cancelled between 11:59 – 0:00 hours before scheduled time of departure will be charged at ____% the charges of sub-paragraph 1.2 hereof.
- 1.14 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:
 - a) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa) while verification during check-in process.
 - b) The Handling company is responsible for:

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

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

In case of failure to provide travel documents (passport, visa) or in case of travel documents expiration, the passenger shall not be allowed to board an aircraft. Should a passenger with expired travel documents arrive to the Russian Federation initial border crossing, the Carrier has the right to redirect the imposed penalty (police penalty and/or costs for carriage from Russia, meal, drinks, and accommodation and transfer for such passenger, if the services are provided at costs of the Carrier) to the Handling Company in accordance with the exchange rate (EUR/RUB) announced by the Central Bank of the Russian Federation valid at the date of administration act (Police RF) issuance.

- 1.15 All documentation concerning the flight must be given to the supervisor in Paris, France (if any) not later than 2 days after the flight operated. In case of supervisor non-existence the flight documentation must be sent to Rossiya Airlines HQ in St.Petersburg, attn. Accounting Department, Ms. Tatiana Kulik (not later than 2 days after the flight operated). Forwarding of documentation is accompanied by *register creation in agreed form*. The scan-copy of the register must be provided to the Carrier in 2 days after the first request.

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

The package includes:

- Load sheet
 - Flight coupons
 - Checklist of pax which were checked-in upon e-tickets (with numbers of e-tickets)
 - FIM (as provided by Carrier)
 - EXB receipts (copies), if and as received by the Aeroflot Ticket counter in ORY
 - Cargo and post way bills (cargo and post volumes must get in line with load sheet data)
- 1.16 The Carrier shall provide the Handling Company with FIMs in required quantity for implementation of the operating process regarding passenger service. Used FIMs reporting shall be addressed by the Handling Company to the Accounting Department of the «Rossiya Airlines» not later than the 10th day of the month following the reporting. Form of the report is Attachment 2 hereto.
- 1.17 The Handling Company's agent shall secure and observe activities within the baggage make-up area and loading of the Carrier's baggage into baggage trolleys to deliver to aircraft (in case of bulk and/or containerized baggage). Baggage makeup must be kept under constant observation while Carrier bags are being processed. The service must be provided from the time of check-in start till the last piece of baggage has been delivered to the aircraft.

Paragraph 2 – ADDITIONAL CHARGES

2.1 All other services and equipment not included in Paragraph 1 of this Annex will be charged as follows:

SGHA Sub-Section 2008	Additional Services	Unit	Rate, EUR
3.3.3.	GPU extra usage	per 15 min	
3.4.1/3.4.2	ACU cooling / heating	per 30 min	
3.6.2 (1)	Passenger transport between aircraft and terminal (Y-Class)		
	A319/A320/737	per movement	
	B777		
	B747		
3.6.2 (1)	Passenger transport between aircraft and terminal (C-Class)	per movement	
3.6.2 (2)	Crew transportation	movement	
3.7.1.	ASU	operation	
3.9.3 (a)	Additional Push back	operation	
3.9.3 (b)	Towing of aircraft	operation	
3.6.1 (a)(1)	Passenger steps for narrow body (in excess of the first 90 min)	per 60 min	
	Passenger steps for wide body (in excess of the first 90 min)	per 60 min	
2.1.7.	Tracing baggage file (2 PIR are included in the basic handling rate)	per file	
3.1.7	Connecting baggage	pcs	
3.6.5 (2,3)	Cargo/mail transportation	Truck/movement	
3.11.2	Cabin cleaning (incl. Changing of head rest covers) – A319/ A320/ B737	turnaround flight	
3.11.2	Cabin cleaning (incl. Changing of head rest covers) – B777	turnaround flight	
3.11.2	Cabin cleaning (incl. Changing of head rest covers) – B747	turnaround flight	
3.11.10	Remove and destroy food and material left over from incoming flights	service	

All other additionally requested services shall be charged at the current local rates. The price-list is provided to the Carrier in written and duly signed not later than in 2 business day period after the request.

Paragraph 3 - DISBURSEMENTS

3.1 Any disbursement made by the Handling Company on behalf of the Carrier (if requested by the Carrier) will be reimbursed by the Carrier at the cost price plus an accounting surcharge of 10%.

Paragraph 4 – SETTLEMENTS OF ACCOUNTS

Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices in EUR monthly (not later than on the 10th day of a month next to the reporting one) for the services performed hereunder and the Carrier shall pay the Handling Company by bank transfer within 15 business days of invoicing. The Handling Company is obliged to send the invoices by electronic mail on the date of issue.

All payments shall be made in EUR via bank transfer.

- 4.1 All the invoices' scanned copies must be sent to the Carrier's Accounting Dept. email: OKR@rossiya-airlines.com

The originals must be sent to:

Rossiya Airlines JSC
Pilotov Street 18/4
Saint-Petersburg 196210
Russia
Attn. Accounting Department, Director of the Department, Ms. Tatiana Kulik

- 4.2 The Handling Company's bank details:
XXX

Bank details of the Carrier:

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

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

The financial liabilities of the Carrier are considered to be implemented from the moment of financial resources debiting from the Carrier's account.

Any mistakes in invoices found have no term of limitation.

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

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

Paragraph 5 – TRANSFER OF SERVICES

- 5.1 The Handling Company subcontracts following companies, who perform following services:

<i>Location</i>	<i>Company</i>	<i>Service Items</i>
...

- 5.2 The Handling Company shall have written agreements with its sub-contractors for services subcontracted in this Annex B. The Handling Company shall be ready to display for the Carrier such agreements, where confidential business information will be concealed.

Paragraph 6 - LIMIT OF LIABILITY

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

Aircraft Type	Limit (per incident) USD
A319/A320/B737	750 000
B777/B747	1 500 000

- 6.2 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.
- 6.3 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 7 - DURATION, MODIFICATION AND TERMINATION

- 7.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the term of this contract is from the 15st of March 2018 till the 14th of March 2021. After this period the current Agreement can be extended if the parties express their will to continue the collaboration under the same terms and conditions hereunder by signing an addendum to this Annex.
- 7.2 Notwithstanding the Sub-paragraph 7.1 hereof, this Agreement may be terminated at any time and without restrictions by any Party with 90 days prior written notice to the date of termination the other party. The notice shall be sent in accordance with Paragraph 8 hereof.
- 7.3 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current SGHA.
- 7.4 All modifications of this agreement must be done in written and signed by both parties.
- 7.5 Yearly Price Revision:
The charges set forth in this Annex B are subject to an annual price adjustment by the Handling Company starting from the 1st of March 2019 and for any subsequent year where this contract shall remain into force.
Such price adjustment shall be based on the annual average rate of change of the consumer price index (CPI) for the country where the services detailed in this Annex B are provided. The copy of the official publication source (National Institute of Statistics and Economic Studies of France - Insee) contained mentioned information with economic indicators must be provided to the Carrier preliminary. Nevertheless such price adjustment cannot be more than 2% annually. The Handling Company informs the Carrier officially in written (in accordance with §8 below) about such adjustment as maximum 5 calendar days after official publication of the annual average rate of change the CPI on the official web site of Insee.

The notification must include the new rates for basic handling and additional services as well as the validity period for the new rates mentioned.

Paragraph 8 - NOTIFICATION

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

To the **Carrier:**

Rossiia Airlines JSC
Pilotov Street 18/4
Saint Petersburg 196210
Russia
Attn. GH Department
Tel: +7 812 6 333 891
E-mail: a.nayda@rossiya-airlines.com
contract@rossiya-airlines.com

To the **Handling Company:**

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

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

Paragraph 9 – ARBITRATION, JURISDICTION, APPLICABLE LAW

- 9.1 Notwithstanding the provisions of Article 9 of the Main Agreement, the arbitrator shall be appointed by the Courts of France in Paris.
- 9.2 Notwithstanding the provisions of Sub-Article 9.1(5) of the Main Agreement, the applicable law shall be the law of France.

Paragraph 10 – SERVICE LEVELS AND STANDARDS

- 10.1 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels and Standards. Service Levels and Standards to be finalized as a Side Letter to the current Standard Ground Handling Agreement. The duration and start date for SLA is the same as for SGHA.
- 10.2 The local representatives or any other designated persons from the Parties will meet at mutually agreed intervals to monitor the actual performance and inform each other on projects likely to have impact on agreed standards.

Paragraph 11 – RIGHT TO AUDIT

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

Paragraph 12 – FORCE MAJEURE

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

Paragraph 13 – GENERAL

- 13.1 The Handling Company shall provide (within 5 business days) the Carrier with the information in respect to all its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Attachment 1 to the present Agreement, attaching confirming documents.
- 13.2 In case of changes in the above-mentioned chain of owners, including ultimate beneficiaries, or in the structure of executive bodies, the Handling Company later shall inform (within 5 business days) the Carrier about them with the confirming documents attached.

Paragraph 14 – CONFIDENTIALITY

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

Paragraph 15 – ANTI-CORRUPTION CLAUSE

- 15.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end. While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.
- 15.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 15.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the

Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be submitted within 30 (thirty) calendar days from the date of receipt of the written notification.

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

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

Signed the
at St Petersburg

Signed the
at

For and on behalf of
Rossiya Airlines JSC

For and on behalf of

.....

.....

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

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

Signed the
at St Petersburg

For and on behalf of
Rossiya Airlines JSC

.....

Signed the
at

For and on behalf of

.....

ATTACHMENT 2

Stock Report FIM (EXAMPLE)

Agent _____

period _____

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

Date _____

Signed by _____ (name, position)

Signed by _____ (name, position)

Signed by _____

Signed by _____

By: