

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

Approval date	25	10	2018
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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	25	10	2018	18:00 MSK
Date and time for the request receiving completion	13	11	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	16	11	2018	
Commencement date for providing clarifications on procurement documentation	25		10	2018
Completion date for providing clarifications on procurement documents	08		11	2018
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Ground Handling (passenger handling)			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Ground Handling (passenger handling)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
600 000	EUR	not determined	pcs	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)			Dusseldorf international airport (DUS), Germany		
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	Provided: a bidder may propose an alternative agreement meeting therewith all the mandatory terms and conditions directly mentioned in the procurement documentation and draft of the agreement: articles 1.13, 4.1, 7.1, 7.2, 7.3, and 7.5.

Assessment and Comparing Criteria of Quotes

No	Criterion	Unit	The procedure for calculating the points for the criterion	Max. number of points
Criterion 1	Basic handling charge for A319, A320, B737 (3 check-in counters)	Criterion 1	<p>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.</p>	15
Criterion 2	Basic handling charge for A319, A320, B737 (4 check-in counters)	Criterion 2		30
Criterion 3	Basic handling charge for A319, A320, B737 (5 check-in counters)	Criterion 3		10
Criterion 4	Basic handling charge for B777 (5 check-in counters)	Criterion 4		0,25
Criterion 5	Basic handling charge for B777 (6 check-in counters)	Criterion 5		0,25
Criterion 6	Basic handling charge for B777 (7 check-in counters)	Criterion 6		0,25
Criterion 7	Basic handling charge for B777 (8 check-in counters)	Criterion 7		0,25
Criterion 8	Basic handling charge for B747 (5 check-in counters)	Criterion 8		0,25
Criterion 9	Basic handling charge for B747 (6 check-in counters)	Criterion 9		0,25
Criterion 10	Basic handling charge for B747 (7 check-in counters)	Criterion 10		0,25
Criterion 11	Basic handling charge for B747 (8 check-in counters)	Criterion 11		0,25
Criterion 12	Surcharge for flight delays 1 hour and more	Criterion 12		4
Criterion 13	Charge for ramp to flight deck	Criterion 13		10

	communication – section 3.5.2 (a)(b) of the SGHA 2008			
Criterion 14	Charge for load control – section 4.1.2 (a-e)(1) of the SGHA 2008	Criterion 14		5
Criterion 15	Charge for additional agent upon request	Criterion 15		4
Criterion 16	Disbursement fee	Criterion 16		5
Criterion 17	Positive recommendations from passenger commercial airlines	pcs	To calculate the number of points it shall be used the formula: $\text{Spredl} / \text{Sbaz} \times K,$ where: - Sbaz - the best (biggest) of all the proposals of the participants; - Spredl - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table.	5
Criterion 18	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, and provision of services, which are the subject matter of the procurement.

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

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

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

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

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

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

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

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

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

8.4. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service

as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a

request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

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

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

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

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

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

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

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

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

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

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

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the

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

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer. To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

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:	
<i>(state place of location address of legal entity/place of residence of individual)</i>	
proposes to conclude the agreement for	
<i>(state the subject-matter of the agreement)</i>	
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.	
Quote:	
Name	Cost in euro excluding VAT
1. Basic handling charge for A319, A320, B737 (3 check-in counters)	
2. Basic handling charge for A319, A320, B737 (4 check-in counters)	
3. Basic handling charge for A319, A320, B737 (5 check-in counters)	
4. Basic handling charge for B777 (5 check-in counters)	
5. Basic handling charge for B777 (6 check-in counters)	
6. Basic handling charge for B777 (7 check-in counters)	
7. Basic handling charge for B777 (8 check-in counters)	
8. Basic handling charge for B747 (5 check-in counters)	
9. Basic handling charge for B747 (6 check-in counters)	
10. Basic handling charge for B747 (7 check-in counters)	
11. Basic handling charge for B747 (8 check-in counters)	
12. Surcharge for flight delays 1 hour and more	
13. Charge for ramp to flight deck communication – section 3.5.2 (a)(b) of the SGHA 2008	
14. Charge for load control – section 4.1.2 (a-e)(1) of the SGHA 2008	
15. Charge for additional agent upon request	
16. Disbursement fee _____ %	
17. Positive recommendations from passenger commercial airlines _____ pcs	
18. 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	

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

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. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement: 11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2; 11.2. 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)
<i>SEAL</i>		
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 _____	
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 a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> _____ <i>(DD)</i> _____ <i>(MM)</i> _____ <i>(YYYY)</i> </div>	

Appendix 3
To Procurement Documentation

Terms of reference

1. Procurement subject:

Ground handling (terminal) of the Customer's flights at Dusseldorf International Airport (DUS), Germany

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

1.2.4

1.2.6 (c – upon request from the Carrier)

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

1.3.3

1.3.8

2. PASSENGER SERVICES

2.1 General

2.1.1

2.1.2

2.1.3 (a) (1 – at additional charge) (2 – at additional charge) (b) (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 draft 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, at additional charge) (c - 5 days) (e – baggage delivery is provided by the Handling company recharged as per the disbursement clause) (f)

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 draft of the Agreement
- 2.1.9 (a) (5) arrival service/lost&found (b) (1 – 1 counter for business class passengers and 1 drop off counter must be provided separately. One counter per each economy class 60 (this index can be changed as per requirements of the Carrier's GOM. The Handling Company will be advised accordingly) passengers booked. Check-in counters shall be opened not later than 2h before STD for narrow body and not later than 2,5h 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 1.13 of the draft of the Agreement)
(b)
- 2.2.4 (a)(b) (1) (2 – upon additional notification from the Carrier)
- 2.2.5 (a)
- 2.2.6 (a) (b – upon additional notification from the Carrier). Baggage tags are provided by the Carrier. Baggage tags can be provided by the Handling Company upon request of the Carrier and at additional charge.
- 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 1.14 of the draft of the Agreement

2.3 Arrival

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

3. RAMP SERVICES

3.5 Ramp to Flight Deck Communication

- 3.5.1
- 3.5.2 (a) (b) if requested and at additional charge

3.6 Loading and Unloading

- 3.6.2 (b) (1) (separate transport for business class passengers – upon request; separate transport for UM)(2 – upon request). In any event the Handling Company must arrange buses from the ramp agent of the Carrier if otherwise agreed between the Parties.

3.8 Safety Measures

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

4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

- 4.1.1
- 4.1.2 (a) (b) (c) (d) (e) (1 – at additional charge)

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 (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)

6 SUPPORT SERVICES

6.2 Automation / Computer systems

- 6.2.1 (a) (c) (1 - Sabre SSCI) (2) (3)
- 6.2.2 (a - Sabre SSCI 3, 4) (b 6) (c - World Tracer 5)

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) (b) (4 – performed by a ramp agent of the Carrier)

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
Dusseldorf International Airport (DUS), Germany
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 a Side Letter (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 don'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. Requirements to the Handling Company

Obligatory requirements

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

The Bidder must have qualified and trained staff in order to provide services in Sabre SSCI. The Bidder shall provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that its staff is trained to perform passenger check-in in Sabre SSCI for the Customer's flights and has equal experience in such handling of other airlines at Dusseldorf international airport (DUS). The letter must be provided by the Bidder upon filing the bid for the request for quotations.

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

The Bidder must provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that its engaged staff is qualified properly trained under load control and Aircraft weight and balance courses to perform handling of the Customer's flights at Dusseldorf international airport (DUS). The letter must be provided by the Bidder upon filing the bid for the request for quotations.

Requirements for assessment and comparing

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

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, A320, B737 (3 counters) – 327,00 EUR (VAT payable in accordance with the laws of Germany is excluded)

A319, A320, B737 (4 counters) – 377,00 EUR (VAT payable in accordance with the laws of Germany is excluded)

A319, A320, B737 (5 counters) – 427,00 EUR (VAT payable in accordance with the laws of Germany is excluded)

Disbursement fee for any payment made on the Customer's behalf (as per art. 3.1 of the Agreement) must not exceed 3 % of that amount.

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

hereinafter referred to as : “the Handling Company”

is valid from : the 01st of January 2019
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

1.4 Administrative Functions

1.4.1

1.4.2

1.4.3 (b) (c) (d) (e) (h) (i) (k)

1.2.4

1.2.6 (c – upon request from the Carrier)

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

1.3.3

1.3.8

2. PASSENGER SERVICES

2.1 General

2.1.3

2.1.4

2.1.3 (a) (1 – at additional charge) (2 – at additional charge) (b) (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, at additional charge) (c - 5 days) (e – baggage delivery is provided by the Handling company recharged as per the disbursement clause) (f)

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 – 1 counter for business class passengers and 1 drop off counter must be provided separately. One counter per each economy class 60 (this index can be changed as per requirements of the Carrier's GOM. The Handling Company will be advised accordingly) passengers booked. Check-in counters shall be opened not later than 2h before STD for narrow body and not later than 2,5h 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 1.13 hereof) (b)

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

2.2.5 (a)

2.2.6 (a) (b – upon additional notification from the Carrier). Baggage tags are provided by the Carrier. Baggage tags can be provided by the Handling Company upon request of the Carrier and at additional charge.

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 1.14 hereof

2.3 Arrival

2.3.1 (b)

2.3.2

2.3.3 (a) (1)

3. RAMP SERVICES

3.5 Ramp to Flight Deck Communication

3.5.1

3.5.2 (a) (b) if requested and at additional charge

3.6 Loading and Unloading

3.6.2 (b) (1) (separate transport for business class passengers – upon request; separate transport for UM)(2 – upon request). In any event the Handling Company must arrange buses from the ramp agent of the Carrier if otherwise agreed between the Parties.

3.8 Safety Measures

3.8.1 (b)

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

4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1 Load Control

4.1.1

4.1.2 (a) (b) (c) (d) (e) (1 – at additional charge)

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 (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)

6 SUPPORT SERVICES

6.2 Automation / Computer systems

6.2.1 (a) (c) (1 - Sabre SSCI) (2) (3)
6.2.2 (a - Sabre SSCI 3, 4) (b 6) (c - World Tracer 5)

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) (b) (4 – performed by a ramp agent of the Carrier)

- 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*):

Check-in counters per flight	Basic handling charge, per turnaround flight		
	A319, A320, B737	B777	B747
3 check-in counters		N/A	N/A
4 check-in counters		N/A	N/A
5 check-in counters			
6 check-in counters	N/A		
7 check-in counters	N/A		
8 check-in counters	N/A		

- 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 No extra charges will apply for providing the services at night, on weekend, legal holidays, or overnight stops. DUS airport has an active curfew in place and no operations are allowed to take place between 22:30 and 06:00.
- 1.7 Whenever a flight delays 60 mins (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 ____% per hour. 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.
- 1.8 Handling of load in/empty out and/or empty in/load out flights will be charged:
- Ferry in/live out - 20% of the rates under Sub-Paragraph 1.2
Live in/ferry out – 25% of the rates under Sub-Paragraph 1.2
- 1.9 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office 48:00 hours prior to the scheduled departure time.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:
- a) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa) 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 absence of and/or 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 or without travel documents arrive to the Russian Federation initial border crossing, the Carrier has the right to redirect the imposed penalty

to the Handling Company (subject to proof of the fine) in accordance with the exchange rate (EUR/RUB) announced by the Central Bank of the Russian Federation valid at the date of administration act (Border Force of the FR) issuance.

- 1.14 All documentation concerning the flight must be given to the representative office of "Aeroflot"* in DUS (if any) not later than 2 days after the flight operated. In case of Aeroflot representative 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 DUS
 - Cargo and post way bills (cargo and post volumes must get in line with load sheet data)
- 1.15 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.
- 1.16 Without derogating from sub-article 6.2 of the Main Agreement SITA, CUP, CUTE, Environment, Facility or any other charges, fees or taxes imposed or levied by Airport, Customs or other authorities against the Carrier or the Handling Company in connection with the provision of services herein by the Handling Company or in connection with the Carrier's flights are not included in the charges mentioned herein.

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
2.1.3 (a1)	Unaccompanied minors	pax	
2.1.3 (a2)	Persons with reduced mobility (PRMs)	pax	
2.1.7	Handle lost, found and damaged property matters	file	
3.5.2 (a)(b)	Perform ramp to flight deck communication	turnaround flight	
4.1.2 (a-e)(1)	Load control	turnaround flight	
-	Additional agent if requested	man-hour	

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 __% (specified as per tender results, but must not exceed 3% anyway).

Paragraph 4 – SETTLEMENTS OF ACCOUNTS

- 4.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices in EUR fortnightly (not later than on the 10th day after the reporting period) 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 undertakes to send the invoices by e-mail on the date of issue. All payments shall be made in EUR via bank transfer.

- 4.2 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

- 4.3 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

- 4.4. 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.

- 4.5 The Carrier undertakes to check immediately the invoices and explicitly renounces any right of complaint in connection with expenses or prices charged if the complaint is not made in writing to the Handling Company within 60 days following the date of the invoice.

If the Carrier disagrees with any item(s) in the invoice submitted by the Handling Company it may withhold payment only on that item(s) until a resolution is reached. The undisputed amount must be paid in line with payment terms of this paragraph.

- 4.6 Both the Handling Company and the Carrier has the right to issue invoices during the period of 3 months after the expiration or termination date of the agreement.

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>
DUS

- 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 disclose for the Carrier relevant parts of 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

<i>Aircraft Type</i>	<i>Limit (per incident) USD</i>
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 01st of January 2019 till 31st of December 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 01st of February 2020 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 (Federal Statistical Office of the Federal Republic of Germany (Destatis)) 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 once official publication of the annual average rate of change of the CPI on the official web site of Destatis has been announced. The notification must include the new rates for basic handling and additional services as well as the validity period for the new rates mentioned.
- 7.6 The total contract amount does not exceed 600 000 EUR (six hundred thousand EUR), excl. VAT payable as per the laws of Germany. The mentioned amount is not considered as a guaranteed payment amount to the Handling Company. By signing this agreement the Parties confirm their understanding that the factual amount to be paid under this agreement during the first validity period hereof can be less than mentioned herein.

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: i.minkov@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 promptly inform the other party about such changes. Failing to do so, contacts details described herein will apply.

Paragraph 9 – ARBITRATION, JURISDICTION, APPLICABLE LAW

- 9.2 All judicial suits deriving from the execution of this agreement, even by means of guarantee, and even in the case of plurality of defendants, must be brought exclusively before German courts. All juridical relationships between the Carrier, the Handling Company or the rightful claimant will, with application of the Main Agreement and Annex A, be ruled by German law.
- 9.3 Without prejudice to the abovementioned, the Handling Company and the Carrier may after a dispute has arisen, concerning the scope, construction, effect of this agreement, and only at that moment, freely consent, confirmed in writing, to resolve that dispute by an arbitration procedure, to be ruled by the "IATA Arbitration Rules". The law applicable to such dispute shall be German law.

Paragraph 10 – SERVICE LEVELS AND STANDARDS

- 10.1 Additionally to the provisions of Article 5 of the IATA Main Agreement, all services listed in Paragraph 1.1 of this Annex B shall be performed in accordance with the relevant Ground Operation Manual (GOM), all other internal documents of the Carrier provided by to the Handling Company and Service Level Agreement (SLA) mutually agreed and signed by both parties.
- 10.2 In the provision of the services as a whole the Handling Company agrees to comply with the applicable IATA, ICAO, EU OPS and/or other local or international legal regulations, and according to the Carrier's instructions.
- 10.3 Notwithstanding Sub-Article 5.2 of the Main Agreement the Handling Company will carry out all services in accordance with the Carrier's operating instructions. The Carrier shall make available to the Handling Company all manuals with the relevant operating instructions, which shall be duly received by the Handling Company. The Handling Company also agrees to provide all services in accordance with the Service Level Agreement to be signed by both Parties – a Side Letter to this Agreement - considered as an integral part of this Agreement and Ground Operations Manual.
- 10.4 The Handling Company confirms that the relevant staffs are appropriately trained to handle Dangerous Goods as defined in IATA AHM, the ICAO Technical Instructions and the IATA Dangerous Goods Regulations.

Paragraph 11 – RIGHT TO AUDIT

- 11.1 The Handling Company shall allow the Carrier access, at its own cost, 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 Without prejudice to Sub-Article 11.9 of the Main Agreement 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

.....

.....

ATTACHMENT 1

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 _____

Date _____

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

Signed by _____ (name, position)

Signed by _____ (name, position)

Signed by _____

Signed by _____

By: