

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

Approval date

17	06	2020
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Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	17	06	2020	
Date and time for the request receiving completion	02	07	2020	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «07» July 2020			
	Date for summarizing of results «07» July 2020			
Commencement date for providing clarifications on procurement documentation	17	06	2020	
Completion date for providing clarifications on procurement documents	26	06	2020	
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	Supervision services at Burgas airport (BOJ), Bulgaria			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Supervision services			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
235 000	EUR	Not determined	Eq. unit	52.23.19	52.23.19.190
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Burgas international airport, Bulgaria		

Term and Payment Procedure for Goods (Work. Service)	Invoices to be paid in EUR within 30 calendar days from the date of receipt if they were sent not later than by the 5th of the month following the month in which the services were actually provided
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable* * The 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 5.1, 5.2 of draft agreement can't be changed

Assessment and Comparing Criteria of Quotes

Lot No.1		
Name of Criterion 1	Tariff for supervision for A319, A320, B738, EUR per turnaround flight	
Points Calculation Procedure for Criterion 1	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion	
Maximum number of points for criterion 1		45
Name of Criterion 2	Tariff for supervision for B777, EUR per turnaround flight	
Points Calculation Procedure for Criterion 2	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion	
Maximum number of points for criterion 2		5
Name of Criterion 3	Tariff for supervision for B747, EUR per turnaround flight	
Points Calculation Procedure for Criterion 3	To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion	
Maximum number of points for criterion 3		5
Name of Criterion 4	Availability of a Russian-speaking supervisor (confirming letter of free written form is required)	
Points Calculation Procedure for Criterion 4	To calculate the points as per the criterion the following formula is applied:	

	<ul style="list-style-type: none">- If the participant provides the letter where it guarantees that the supervisor knows Russian, such application earns maximum number of points for criterion- If the participant does not provide the letter, it earns zero points as per this criterion.	
Maximum number of points for criterion 4		10
Name of Criterion 5	Recommendations from airlines which are active clients of the participant upon the procurement subject, pcs.	
Points Calculation Procedure for Criterion 5	To calculate the points as per the criterion the following formula is applied: Soffer/ Sbasic x Ki, where Sbasic– the best (maximum) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion	
Maximum number of points for criterion 5		10
Name of Criterion 6	Availability of Training certificate (aviation security)	
Points Calculation Procedure for Criterion 6	To calculate the points as per the criterion the following formula is applied: <ul style="list-style-type: none">- If the participant provides the copy of certificate, such application earns maximum number of points for criterion- If the participant does not provide copy of certificate such participant earns zero points as per criterion	
Maximum number of points for criterion 6		2
Name of Criterion 7	Availability of Training certificate (Dangerous goods for passenger traffic)	
Points Calculation Procedure for Criterion 7	To calculate the points as per the criterion the following formula is applied: <ul style="list-style-type: none">- If the participant provides the copy of certificate, such application earns maximum number of points for criterion- If the participant does not provide copy of certificate such participant earns zero points as per criterion	
Maximum number of points for criterion 7		2
Name of Criterion 8	Availability of Training certificate (aviation safety)	
Points Calculation Procedure for Criterion 8	To calculate the points as per the criterion the following formula is applied: <ul style="list-style-type: none">- If the participant provides the copy of certificate, such application earns maximum number of points for criterion- If the participant does not provide copy of certificate such participant earns zero points as per criterion	
Maximum number of points for criterion 8		2
Name of Criterion 9	Availability of Training certificate (human factor)	
Points Calculation Procedure for Criterion 9	To calculate the points as per the criterion the following formula is applied: <ul style="list-style-type: none">- If the participant provides the copy of certificate, such application earns maximum number of points for criterion.- If the participant does not provide copy of certificate such participant earns zero points as per criterion	
Maximum number of points for criterion 9		2
Name of Criterion 10	Availability of Training certificate (passenger handling)	

Points Calculation Procedure for Criterion 10	To calculate the points as per the criterion the following formula is applied: - If the participant provides the copy of certificate, such application earns maximum number of points for criterion - If the participant does not provide copy of certificate such participant earns zero points as per criterion	
Maximum number of points for criterion 10		2
Name of Criterion 11	Commission surcharge for payments to third parties on behalf of the Carrier, %	
Points Calculation Procedure for Criterion 11	To calculate the points as per the criterion the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the participants; Soffer – evaluated offer of the participant; Ki– maximum number of points for criterion	
Maximum number of points for criterion 11		15
TOTAL:		100

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

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

1.3. The procurement documentation is an invitation addressed to an indefinite circle of persons to give proposals under the procurement procedure.

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

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

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

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

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

deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

2. Procedure for Submission of Requests

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

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

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

3. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

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

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

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

5.2.

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

requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

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

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

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

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

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

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

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

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

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

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

accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The request of the procurement bidder may also be 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 competitive selection upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

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

10.6. If the only request for participation in the procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, the Customer 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 competitive selection/price selection. 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 competitive selection/price selection shall be deemed failed in such case.

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

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

10.10. The Winner in the competitive selection/price selection.

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed(adopted) not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

10.15. Should the winner in the competitive selection be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the

bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the competitive selection is not entitled to waive the conclusion of the agreement.

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:		
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>		
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)		
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>		
Registered at the following address:		
<i>(state place of location address of legal entity/place of residence of individual)</i>		
proposes to conclude the agreement for		
<i>(state the subject-matter of the agreement)</i>		
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection		
Commercial offer:		
№	Name of service	Commercial offer
1.	Tariff for supervision for A319, A320, B738,	____ EUR per turnaround flight
2.	Tariff for supervision for B777	____ EUR per turnaround flight
3.	Tariff for supervision for B747	____ EUR per turnaround flight
4.	Availability of a Russian-speaking supervisor (confirming letter of free written form is required)	____ YES/NO
5.	Recommendations from airlines which are active clients of the participant upon the procurement subject	____ pcs.
6.	Availability of Training certificate (aviation security)	____ YES/NO
7.	Availability of Training certificate (Dangerous goods for passenger traffic)	____ YES/NO
8.	Availability of Training certificate (aviation safety)	____ YES/NO
9.	Availability of Training certificate (human factor)	____ YES/NO
10.	Availability of Training certificate (passenger handling)	____ YES/NO
11.	Commission surcharge for payments to third parties on behalf of the Carrier	____ YES/NO
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:		
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)		

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

Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;	
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	
4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.	
6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	Pages

Principal		
(signature)		(state initials, last name)
<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.

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

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

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	

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

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

Appendix 3
To Procurement Documentation

Terms of Reference

No	Subject-matter of the procurement	Supervision services at Burgas airport (BOJ), Bulgaria		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	<p>1. Performance of the following supervisory functions:</p> <ul style="list-style-type: none"> – Supervising of process of aircraft handling, handling of passengers, baggage, cargo, mail in order to organising provision of the best possible service and sustaining a professional company image; – Supervising all terminal and ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe; – Providing full support in case of delays, irregularity, flight cancellation; – Performing full crew briefing and support including passing the security and the other controlled zones of the airport; – Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier's written request; – Ensuring that all operational messages are properly dispatched; – Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies); – Take action in order to resolve the matters concerning covering of the property loss caused during technical or commercial handling of the Carrier's flight, if such a loss made by the handling company or the 3rd Party; – Check that the Ground Handling company's departure control system has been updated as per Carrier instructions; – Check departure, load and possible delay message from airport of departure; – Before the flight arrival check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services; – Check that airport information public displays show correct data; 	Eq.unit	Not determined*	no

<ul style="list-style-type: none"> – Check Carrier’s dedicated Check in counters; – Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround; – Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew; – Organize for delivery of lost baggage of passengers (on request and recharge as per valid local price list); – Consider and process of inquiries from Immigration authorities about refusal of entry or about the upcoming deportation on the Carrier’s aircraft in accordance with the Carrier’s instructions; – Inform the captain about the presence of passengers, in respect of which judicial or administrative action has been taken and the convoy / escort; – Inform the captain about the presence of passengers with weapon and their allocated seats; – The Supervisor organizes the adoption of necessary measures in relation to destructive passengers in accordance with the internal regulatory documents of the Supervisor and the requirements of local legislation; <p>and other functions in accordance with Annex A to the draft contract.</p> <p>2. Performance of the following administrative functions:</p> <ul style="list-style-type: none"> – By separate telex/e-mail send a report of any controllable delay to the Carrier’s Operations; – In case of the Carrier’s aircraft late arrival make maximum effort in order to arrange flight departure on time or minimize the time of delay upon departure from the airport; – Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage; – Collect the flight documents from the Handling Company and send it to the Carrier; – The Supervisor shall send station report for each flight to the Carrier within 01 hour after the departure via e-mail; 			
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	<ul style="list-style-type: none"> – In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier; – Check the quality of terminal and apron handling. Make and send the Carrier Service level report on the monthly basis. Resend passenger claims; – Meet the Tour Operator representative (if applicable) and coordinate all the required services in accordance with the Carrier's instructions; – Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest; – In case of the Carrier's written request the Supervisor conducts negotiations on the Carrier's behalf with third parties for better conditions for flight operational process to/from contracted locations; – Inform the Carrier about incentive schemes and/or bonus programs that can be applied for the Carrier in contracted location; and other functions in accordance with Annex B of the draft contract. 			
3	Delivery place of goods, performance of works and provision of services (address)	Burgas international airport, Bulgaria		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	01.10.2020 – 30.09.2025		
5	Requirements for acceptance of goods, work, service	Supervisor must prepare a station report for each flight and upon every flight delay and send it to the Carrier		

6	<p>Requirements for safety, security, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>The services must be performed in accordance with internal manuals and instructions of the Customer and in accordance with requirements and recommendations of ICAO and IATA specified in this documentation: Convention on International Civil Aviation (Chicago Convention, 1944), IOSA Standarts Manual (ISM), IATA Ground Operations Manual (IGOM), Airport Handling Manual (IATA) and other documentation related to the scope of production of the Customer on the territory of Bulgaria.</p> <p>Temporary access to the Customer's official site will be provided to the Bidder according to the written request at any stage of purchase for acknowledgment with mentioned documents and instructions of the Customer.</p> <p>Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service doesn't apply because the services are provided on the base of the law of Bulgaria.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>7.1 The price shall be set for servicing of one turnaround flights in accordance with the AC type.</p> <p>7.2 Maximum tariff values (limits), offered by the bidder, must not exceed the rates, prescribed as follows:</p> <p>Tariff for supervision for A319/ A320/ B738 – 48 EUR</p> <p>Tariff for supervision for B777 – 56 EUR</p> <p>Tariff for supervision for B747 – 56 EUR</p>
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>Guaranteed quality of services during the whole period of validity of the contract</p>
9	<p>Other necessary information or additional requirements</p>	<p><u>Requirements to the Bidders:</u></p> <p>9.1 The Supervisor must have a valid licence for airport ground handling operator (operation activity – «Ground Administration and Supervision»). Scanned copy of the licence must be presented within the application to take part in the tender.</p>

	<p>9.2 The Supervisor must present the confirmation in free written form (it must be presented within the application to take part in the tender), by which it guarantees:</p> <p>9.2.1 That its staff has valid airport passes to provide mentioned services for Carrier's flights in the mentioned airport</p> <p>9.2.2 That it has sufficient number of employees and all necessary means of communication (PC, phone, internet, SITA etc.) to perform the services under the contract</p> <p>9.2.3 That employees, who will be engaged to supervise the flights, are at least 1-year experienced in the services outlined herein.</p> <p>9.2.4 That has sufficient resources (agreements, contacts etc.) to make arrangements for passengers surface transportation, accommodation and overall servicing in case of flight delay and/or interruption and/or cancelation.</p> <p>9.2.5 About language knowledge of the staff, which will be attracted for supervision of the Carrier's flights. English-speaking supervisor is obligatory requirement. Russian-speaking will be considered as advantage.</p> <p>9.3 All documents must be presented in Russian or English or be translated to Russian or English.</p>
	<p>*In accordance with the planning schedule for 2020, the Customer will operate daily regular and charter flights LED-BOJ-LED from July to September. Planned type of aircraft – A319/320, B737-800. There can be some changes in flight schedule.</p>

Appendix 4
To Procurement Documentation
SUPERVISION SERVICES AGREEMENT

No _____

between

ROSSIYA AIRLINES JSC,
 having its office at the address:
 Pilotov St., 18/4, 196210, Saint-Petersburg, Russia
 represented by Mr. Andrei Ordinov, General Director Deputy - COO
 acting on the ground of POA №Д-135/20 dated 03.04.2020
 (hereinafter referred to as the "Carrier")

and

XXXXXXXXXXXX

having its office at the address:

represented by _____
 acting on the ground of _____
 (hereinafter referred to as the "Supervisor")

valid from: **01.10.2020**
 for the airport: **BOJ (Burgas, Bulgaria)**

The Carrier and the Supervisor may be hereinafter referred to as "Party (-ies)".

By signature of this Agreement, the Parties have agreed as follows:

1 SERVICES AND TARRIFS

Pursuant to the terms and conditions of this Agreement, the Carrier authorizes the Supervisor to perform the below listed services related to air transportation to above mentioned airport, applying the specified tariffs:

1.1. SERVICES

The Supervisor undertakes to perform the obligations hereunder in a qualitative manner. All services shall be provided by English- and Russian-speaking personnel, who must be at least 1-year experienced in the supervisory services outlined herein.

- 1.1.1. Supervision functions according to Attachment A hereto;
- 1.1.2. Administration functions according to Attachment B hereto.

1.2. TARIFFS

- 1.2.1. For the functions listed in Appendices A and B to this Agreement, the following compensation shall be payable to the Supervisor for servicing of one turnaround flight of the Carrier in the amount of (the rates are VAT and all applicable taxes and obligatory fees of the country where the services are provided exclusive):

Aircraft type	Tariff in EUR
A319/ A320/ B737	
B777	
B747	

- 1.2.2. In the event of flight delay through no fault of the Supervisor, the following increase of the service cost shall be applied in accordance with the tariffs listed in clause 1.2.1:
 Delay for less than 2 hours – 10%
 Delay from 2 to 4 hours– 25 %

Delay from 4 to 8 hours – 50 %

Delay for over 8 hours – 100 %

- 1.2.3 In the event of a flight cancellation 24-48 hours prior to the flight departure time according to the schedule, a surcharge shall be collected at the rate of 10% of the respective tariff for a turnaround flight. In the event of a flight cancellation less than 24 hours prior to the departure time according to the schedule, a surcharge shall be collected at the rate of 20% of the respective tariff for turnaround flight. In the event of a flight cancellation more than 48 hours prior to the flight departure time according to the schedule, no surcharge shall be collected.
- 1.2.4 No surcharge shall be collected for flight handling at nighttime, on Sundays or on public holidays.
- 1.2.5 In the event of flight delay through the proven fault of the Supervisor, the following discount of the service cost shall be applied in accordance with the tariffs listed in clause 1.2.1:
 Delay for less than 2 hours – 10%
 Delay from 2 to 4 hours – 25%
 Delay from 4 to 8 hours – 50%
 Delay for over 8 hours – 100%
- 1.3 CLARIFICATION
- 1.3.1 The tariffs specified in clause 1.2.1 hereof are fixed for the period until the 30.09.2021. Since the 01.10.2021 the tariffs may be subject to annual adjustment in compliance with the average rates of change in the CPI level of the country where the services are provided for the previous calendar year (only in case of positive change of the inflation level), with mandatory preliminary notification of the Carrier of such adjustments at least 35 calendar days prior to the effectiveness date of the new tariffs, with a reference to the official source of publication of respective economic indicators. However, the tariffs must not be increased by more than 3% per annum.
- 1.3.2 Charges for any services additionally requested by the Carrier shall be collected in accordance with current local tariffs set forth in the official price-list. The specified price-list shall be provided to the Carrier in a written form and duly signed together with the first actual invoice, and thereafter with each subsequent updating thereof (at least in 3 business days from the date of its actual updating).

2 ISSUE AND PAYMENT OF INVOICE

- 2.1 The Supervisor once a month shall (not later than the 5th day of a month next to the reporting one) send the Carrier the invoices for the services actually rendered under this Agreement within the previous period (payment after delivery), and the Carrier shall pay those invoices within 30 calendar days of the date of their receipt to the following bank account of the Supervisor:

Bank details of the Supervisor:

Bank: _____

Account Name: _____

Swift Number: _____

Account Number: _____

Bank details of the Carrier:

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE)
 ST.PETERSBURG, RUSSIA

SWIFT: SABRRUMM

Acc. transit 40702978455001000080

Acc. current 40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

- 2.2 The Supervisor shall send the invoices and all specifications to the invoices by e-mail addressed to the Accounting Department of the Carrier (OKR@rossiya-airlines.com) on the date of their issuance. All invoices shall be issued in EUR. All payments shall be effected in EUR via bank transfer.

- 2.3 Any payments made by the Supervisor on behalf of the Carrier shall be subject to reimbursement by the Carrier in full and payment of a surcharge at the rate of ____% of that amount. The Supervisor shall make payments on behalf of the Carrier only on the Carrier's written request. All the supporting documents such as invoices from the third parties shall be attached to the invoice issued by the Supervisor.
- 2.4 SWIFT payment instruction – SHA (SHARED), whereby Party-sender bears bank commission of its own bank as stipulated in bank details, bank commission(s) of any correspondent bank(s) is(are) deducted from the amount transferring in favor of Party-recipient.
- 2.5 Any claims and disputes shall be sent in writing within 30 business days after receipt of the invoice. The Supervisor reserves the right to charge interest at the rate of 0,5% per month for unreasonable delay in payment starting from the invoice became due and until its payment in full.
- 2.6 Term of invoices issuance is limited to 6 months after the end of this Agreement.

3 SUBCONTRACT OF THE SERVICES

- 3.1 The Supervisor may subcontract the services. However, the Supervisor remains responsible to the Carrier for proper rendering of those services, as if they were rendered by the Supervisor itself.
- 3.2 The Supervisor has subcontract agreements within the following companies:

Location	Company	Services
BOJ		

- 3.3 In the event of any changes in the list of subcontractors, the Supervisor shall notify the Carrier of such changes in writing well in advance.
- 3.4 The Supervisor must have written agreements with all subcontractors for the services, which are rendered through a subcontract, in compliance with the provisions of this Agreement. The Supervisor shall be ready to furnish the Carrier with such agreements, however any confidential commercial information might be withheld.

4 AUDITING

- 4.1 The Carrier may audit the provided services at any time for its own expenses by sending a prior official written notice to the Supervisor 30 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited within the contract and the detailed agenda. However the Carrier may hold unscheduled monitoring of the Supervisor's activity. The Supervisor shall cooperate with the Carrier and will undertake the corrective actions required. The Carrier shall provide the official audit/monitoring report in English to the Supervisor not later than in 30 working days after the audit/monitoring.
- 4.2 The Supervisor shall also provide the possibility for the Carrier's authorized representatives to audit the state of record management, current and reporting documents to the extent related to the servicing of the Carrier's flights.
- 4.3 The Supervisor shall cooperate with the Carrier and implement all required corrective actions.

5 AGREEMENT TERM, ITS AMENDMENT AND TERMINATION TERMS

- 5.1 This Agreement is valid from 01.10.2020. It shall be valid until 30.09.2025, unless terminated by either Party at any time, and without any restrictions by way of prior notice thereof in writing to the other Party 60 calendar days in advance. Such termination notice shall be sent in accordance with Paragraph 10 of this Agreement.
- 5.2 The total amount of the contract during the period of its validity shall not exceed 235 000 EUR without obligatory taxes and fees which can be charged or not charged in accordance with applicable tax laws

of the parties, the parties will pay taxes payable in their respective jurisdictions and have no obligation to pay any other taxes. Should the mentioned taxes, fees (as per the law of the country where the services are provided) be collected the total amount of the contract would not exceed 285 000 EUR. This limitation is fixed for the Carrier's own purposes only. Nevertheless the mentioned amount is not deemed by the Parties as a compulsory amount to be paid. In case of factual excess of the mentioned total amount (without taxes) the contract is considered to be terminated if the appropriate addendum was not signed

- 5.3 Any changes related to the terms of this Agreement shall be formalized through mutual signature of Addendum. Notifications regarding changes of bank details, addresses, managers, contact telephones and other related information from one Party to other Party can be made in written without signing by both Parties.

6 WORK STANDARD

- 6.1 The services specified in this Agreement shall be rendered in compliance with the Carrier's Ground Operations Manual (GOM), and other instructions, manuals available on the official website of Rossiya Airlines JSC in the Partner's Section. The Supervisor shall also comply with the instructions sent by the Carrier to the e-mail address of the Supervisor. The receipt of the Carrier's emails with instruction, standards, guidelines, manuals and circulars must be confirmed in written by the Supervisor. The Supervisor informs the third parties that involved in handling process of the Carrier's flights about standards and requirements of the Carrier for handling.
- 6.2 The Carrier shall furnish the Supervisor with all required information related to arranging the Carrier's flights, with reference materials, and the necessary number of transportation documentation, including copies of agreements signed with third parties (except for commercial information).
- 6.3 The Carrier shall promptly notify the Supervisor of any changes in the company name and in the address of its head office, as well as of any changes affecting its legal status.
- 6.4 The Supervisor shall be liable for loss of transportation documentation and for acceptance of invalid documentation for transportation. In the event of documentation loss by the Supervisor, the cost of transportation shall be reimbursed in compliance with the full applicable tariff according to the number of lost documents, provided that no information on the lost documents is available. In case of accepting passengers, baggage, cargo, mail for transportation under invalid transportation documents, the Supervisor shall reimburse the cost of transportation in compliance with full applicable tariff.
- 6.5 The Supervisor shall indemnify the Carrier against any losses incurred as result of the Supervisor's failure to comply with its obligation under the current Agreement, which includes the Carrier's instructions non-execution or improper execution. Such losses shall be confirmed by documents of the Carrier.
- 6.6 The Supervisor will provide its employees with its uniform for provision of the services. If the Supervisor doesn't have its own uniform, employees of the Supervisor must wear business style clothing.
- 6.7 The Supervisor is responsible to conduct initial and periodic training of its staff within the following courses:
- Aviation Security
 - Dangerous Goods for Passenger Handling
 - Ramp Safety Customer Services
 - Flight Operations Safety Management System
 - Human Factors in Aviation
 - Passenger Handling at the airport, in a volume sufficient to perform the tasks assigned to the Supervisor by this agreement.
- The Supervisor is required to keep records of current employee certificates and, if the existing certificates expire and employees receive new ones, to notify the Carrier by sending copies of the new certificates.
- 6.8 Supervisor is obliged to provide for flights supervision no less than 2 employees (ramp, terminal).

- 6.9 In case the number of justified complaints about activities of the Supervisor exceeds 10% of the total volume of the Carrier's performed flights for a calendar month, the Carrier is entitled not to pay for the supervision services of any one turnaround flight in the next month after the initiated (basic rate according sub-paragraph 1.2.1), and to undertake an extraordinary quality audit of the services rendered.
- 6.10 The Supervisor should have experience in the TIMATIC system, have an understanding of passport and visa requirements, features of entry / exit documents, in the absence of the necessary experience and skills, conduct appropriate training of staff involved in serving Carrier's flights.
- 6.11 For the possibility of delivery implementation, the Parties agreed on the following:
 The Carrier will periodically send tags, measuring stand (sizers) and other goods of similar purpose to the Supervisor without any additional payment (except for possible additional airport charges for cargo handling/storage and/or government fees, such as fees for customs clearance, if applicable and in the presence of supporting documents) in the quantity determined in the export invoice on the terms of delivery DAP of BOJ airport, in accordance with INCOTERMS 2010.
 If necessary, delivery back to the Carrier will be carried out by the Supervisor at no additional charge (except for possible additional airport charges for cargo handling/storage and/or government fees, such as fees for customs clearance, if applicable and in the presence of supporting documents) on the terms of delivery FCA of BOJ airport, in accordance with INCOTERMS 2010.
 For the implementation of the delivery, the addresses and bank details of the Parties are used in accordance with Supervision services agreement unless otherwise agreed.

7 INFORMATION'S DISCLOSURE

- 7.1 The Supervisor shall provide the Carrier with information on all its owners (beneficiaries), including ultimate beneficiaries, as well as on structure of the executive bodies in accordance with the form set forth in Attachment C hereto, attached with supporting documents.
- 7.2 In the event of any changes in the above specified chain of ownership, including ultimate beneficiaries, or in the structure of executive bodies, the Supervisor shall thereafter notify the Carrier thereof, attaching the documents.
- 7.3 The Supervisor shall promptly notify the Carrier of any changes in the address of its head office, and of any changes affecting its legal status.

8 FORCE MAJEURE

- 8.1 The Supervisor and the Carrier shall be released from obligations in case either Party provides the other Party with an urgent notice in writing attached with written confirmation stating the impossibility of performance of the obligations hereunder due to force majeure events, to which the Parties refer the following: natural disasters, military operations, epidemics, strikes, restrictive acts of governmental authorities and other circumstances having the signs of insuperability.

9 APPLICABLE LAW

- 9.1 All disputes arising out of or in connection with this Agreement shall be settled through direct negotiation. In case a disputed issue cannot be settled, the same shall be considered by the Arbitration Court of Saint-Petersburg and Leningrad Region pursuant to the law of the Russian Federation.
- 9.2 The Supervisor shall be liable for failure to perform or improper performance of this Agreement pursuant to law of the Russian Federation.
- 9.3 The claims made in a proper manner shall be sent to the email address of the Carrier: contract@rossiya-airlines.com or to the address of the Supervisor: _____.
- 9.4 Upon receipt of the claim, the Supervisor shall within 1 business day, send the Carrier a confirmation of the claim examination. The Supervisor shall examine the claim and give response thereto in writing on the merits of the dispute (confirm the consent for the claim to be fully or partially satisfied, or inform

about a total or partial dismissal thereof, specify the reasons for the decision made) no later than 10 working days from the date of the claim receipt.

10 NOTICE

10.1 Any notice under this Agreement shall be sent to the following addresses:

For the Carrier:
 Rossiya Airlines JSC
 Pilotov St., 18/4, Saint-Petersburg, 196210 Russia
 E-mail: contract@rossiya-airlines.com
 Telephone: +7 495 139 76 00; +7 812 6 333 999
 Attn: Ground Handling Department

For the Supervisor:

Address: _____
 Telephone: _____
 E-mail: _____

Any notice under this Agreement may be sent by e-mail or registered letter. In the event of a registered letter it shall be deemed to be received on the date of signature of the acknowledgment of receipt by the Party.

11 RESPONSIBILITY

- 11.1 The Supervisor shall be responsible and liable for any damage or loss caused to the Carrier's aircraft, passengers, loads and staff if such damages or loss could be avoided if the Supervisor has performed the services in the proper way and in accordance with the applicable manuals and instructions. The Supervisor shall indemnify all the expenses appeared from damage or loss caused to the Carrier's aircraft, passengers, loads and staff if the fault of the Supervisor has been proved.
- 11.2 Except as stated in clauses 11.3 and 11.4 of the Agreement, the Carrier shall not make any claim against the Supervisor and shall indemnify it (subject as hereinafter provided) against any legal liability for claims or suits, including costs and expenses incidental thereto, in respect of:
- (a) delay, injury or death of persons carried or to be carried by the Carrier;
 - (b) injury or death of any employee of the Carrier;
 - (c) damage to or delay or loss of baggage, cargo or mail carried or to be carried by the Carrier, and
 - (d) damage to or loss of property owned or operated by, or on behalf of, the Carrier and any consequential loss or damage;
- arising from an act or omission of the Supervisor in the performance of this Agreement unless done with intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.
- Provided that all claims or suits arising hereunder shall be dealt with by the Carrier; and Provided also that the Supervisor shall notify the Carrier of any claims or suits without undue delay and shall furnish such assistance as the Carrier may reasonably require.
- 11.3 Notwithstanding clause 11.2(d), the Supervisor shall indemnify the Carrier against any physical loss of or damage to the Carrier's Aircraft caused by the Supervisor's negligent act or omission provided always that the Supervisor's liability shall be limited to any such loss of or damage to the Carrier's Aircraft in an amount not exceeding the level of deductible under the Carrier's Hull All Risk Policy which shall not, in any event, exceed USD 1,500,000 except that loss or damage in respect of any incident below USD 3,000 shall be indemnified too. For the avoidance of doubt, save as expressly stated, this clause 11.3 does not affect or prejudice the generality of the provisions of clause 11.2 including the principle that the Carrier shall not make any claim against the Supervisor and shall indemnify it against any liability in respect of any and all consequential loss or damage howsoever arising.
- 11.4 Furthermore, notwithstanding clause 11.2 (c), the Supervisor shall indemnify the Carrier against direct loss of or damage to the Carrier's cargo (excluding Mail) caused by the negligent act or omission by or on behalf of the Supervisor in the provision of the services and/or the supply of goods under this

Agreement provided always that the Supervisor's liability shall be limited to as set out in article 22.3 of the Montreal Convention 1999 or any amendment to that Convention in force at the time of the loss or damage or to the actual compensation paid out by the Carrier, whichever is less. In any event, the total amount of the claim shall not exceed USD 1,000,000, except that loss or damage in respect of any claim below USD 500 shall be indemnified too. Any claim shall be submitted within the time limits set out in article 31.2 of the Montreal Convention 1999. For the avoidance of doubt, the liability of the Supervisor shall never exceed the liability of the Carrier.

11.5 The limit of liability referred to in clause 11.3 hereof shall be as follows:

Aircraft Type	Limit (per incident), USD
A319/ A320/ B737	1 000 000
B777-300/300ER, B747-400	1 500 000

12 ANTI-CORRUPTION CLAUSE

12.1 While performing their obligations under this Agreement, the Parties, their employees shall abstain from paying, proposing to pay or allowing the payment of any money or values, directly or indirectly, to any persons to influence the actions or decisions of those persons in order to acquire any illegal advantages or to achieve other illegal purposes.

While performing their obligations under this Agreement, the Parties, their employees shall not exercise actions, which are qualified under the law applicable to the Agreement as giving /accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings.

12.2 If either Party has suspicions that a violation of any provisions of clause 12.1 occurs or may occur, such Party shall immediately notify the other Party thereof in writing. In the written notice the Party shall refer to the facts or provide the materials, which reliably confirm or suggest that violation of any provision of clause 12.1 by the other Party, its employees has occurred or may occur in the form of actions qualified under the applicable law as giving or accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings. After receipt of a written notice, the Party, to which the notice is addressed, shall send the confirmation of the fact that no violation has occurred or will occur. The confirmation shall be sent within 30 (thirty) calendar days of the written notice receipt date.

12.3 In the event of violation by either Party of the obligation to refrain from the actions set forth in clause 12.1, the other Party may unilaterally terminate the Agreement out of court, having sent a notice of termination in writing. The Agreement shall be deemed terminated upon expiry of 30 (thirty) calendar days of the date of receipt by the Party of a respective Agreement termination notice in writing. The Party, which has initiated termination of the Agreement in accordance with the provisions of this clause, may claim reimbursement of actual damage incurred as a result of such termination of the Agreement. The damage reimbursement period shall be 30 (thirty) calendar days of the date of receipt of a respective claim of the Party, which has initiated termination of the Agreement.

This Agreement is signed in two legally identical exemplars in English, one original copy for each Party. All the attachments are integral part of the Agreement.

Signed
in Saint-Petersburg
For and on behalf of the Carrier
By:

Mr. Andrei Ordinov
General Director Deputy - COO
PoA Д-135/20 dated 03.04.2020

Signed
in
For and on behalf of the Supervisor
By:

ATTACHMENT A

SUPERVISORY FUNCTIONS

1. Supervising of process of aircraft handling, handling of passengers, baggage, cargo, mail in order to organising provision of the best possible service and sustaining a professional company image.
2. Supervising all terminal and ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe.
3. Providing full support in case of delays, irregularity, flight cancellation including passenger informing, arrangement of beverages and meals, hotel accommodation, surface transfer airport-hotel-airport (if applicable), control under services for technical flights and other ad-hoc services in full compliance with GOM, instructions of the Carrier and request.
Provision of Services:
 - Extra services shall be provided to passengers of the Carrier's flights for the account of the Carrier. Respective invoices shall be presented for the provided services. The Supervisor shall approve all service documents.
 - Timeliness of information announcement to passengers shall be checked at the airport – the maximum possible conveniences shall be provided to passengers.
 - In case of prolonged flight delays, the Supervisor shall take a respective decision and arrange dispatching passengers to the point of destination by earlier flights of other airlines or by ground transport. Supervisor has a right to send recommendations concerning passenger departure to the Operations of the Carrier.
 - All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights. The current costs standards for provision of assistance to passengers of delayed flights are the following: beverages – 3,5 EUR per passenger; meal – 20 EUR per passenger; hotel accommodation – 120 EUR per passenger/night. The abovementioned limits can be revised by the Carrier unilaterally. If the revision takes place, the Supervisor will be informed accordingly about new limits. If the prices for provision of the services at the airport are higher than the limits mentioned herein, the Supervisor can ask the Carrier's operations for price adjustment. The Supervisor must have written confirmation from the Carrier's Operations.
 - In case of presence of direct contract between the Carrier and Companies, which provide the abovementioned services, the Supervisor shall arrange services in accordance with provisions of such contracts.
 - In case of any emergency situation (strike, refusal from acceptance of the Carrier's aircraft, absence of the fueling, electricity, catering on board, fire event, military actions, act of terrorism and etc.) the Supervisor is obliged to inform about it immediately the Carrier and the passengers.
 - The Supervisor must prepare a station report upon every flight delay and send it to the Carrier.
 - In the event of a flight diversion to another airport, the Supervisor will take all possible steps necessary to inform passenger, secure transport between airports, begin arrangements and ensure that the Ground Handling Company is fully aware about the situation.
4. Performing full crew briefing and support including passing the security and the other controlled zones of the airport. The supervisor organizes provision of phone, telex and computer communication in order to find the solutions in operational situations connected with flights of the Carrier.
5. Arrange for CAA permissions getting for the Carrier and other assistance in accordance with the Carrier's written request. Represent the Carrier's interests and liaise with the governmental authorities to ensure that all required CAA permissions and licenses are applied for, negotiated and secured in advance of each seasonal/operational change, provide other assistance in accordance with the Carrier's written request and appoint an agent among its staff who shall be responsible in regard to overall matters connected with scheduled or incidental operations of the Carrier to/from Bulgaria.
6. Ensuring that all operational messages are properly dispatched.
7. Liaising with the Carrier for slot coordination, on the basis of the Carrier's request only (slot coordination is included in the turnaround rate).
8. Attending at the airport as necessary to supervise and coordinate the ground handling services contracted by the Carrier with third party(ies).
9. Take action in order to resolve the matters concerning covering of the property loss caused during technical or commercial handling of the Carrier's flight, if such a loss made by the handling company or the 3rd Party.
10. Check that the Ground Handling company's departure control system has been updated as per Carrier instructions:

- a) correct type of aircraft and configuration;
 - b) specific rows have been blocked for UMNRO, WCHR, etc.;
 - c) check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
 - d) ensure that flight is opened in the correct manner to process e-tickets correctly.
 - e) Arrange preseating of the passengers in accordance with the Carrier's instructions;
 - f) Check that operational messages were sent on time;
 - g) Check that non-operational messages were sent on time by the handling company (PRL, PFS, ETL (electronic ticket list) etc.);
 - h) Ensure that after flight departure the flight is closed at DCS system.
11. Check departure, load and possible delay message from airport of departure.
 12. Before the flight arrival check availability and preparedness of staff, equipment, supplies and services of the Ground Handling Company to perform ground handling services.
 13. Check that airport information public displays show correct data.
 14. Check Carrier's dedicated Check in counters:
 - a) number of check-ins is in accordance with booking figures and the Carrier's GHM;
 - b) counter is equipped with appropriate Carrier's logo;
 - c) display unit shows correct flight number, destination and class;
 15. Ensure that the Handling company staff at any time shows friendly, correct and soft relation to the Carrier's passengers at all the zones of the airport.
 16. Arrange provision of seats to PRM, children until 3 years, UM and other special passengers in accordance with the Carrier's instructions. The supervisor shall arrange all the necessary assistance to diseased and disabled passengers as well as transit passengers.
 17. Contact the crew on board after arrival to, if necessary, establish contact with the Ground handling company and third parties involved in the turnaround.
 18. Provide the control over the provision of the aircraft cleaning service.
 19. Supervise the loading/offloading of the aircraft (with signing the load sheet and providing the hard copy to the cabin crew).
 20. It is mandatory to use the OpenSky Links production system, print flight documentation if necessary (OFP, General Declaration, etc.)
 21. Use the Carrier's FIMs (if applicable). The Carrier provides FIMs to the Supervisor. The appropriate quantity of FIMs needed is advised by the Supervisor to the Carrier (based on the operational need). The Supervisor shall prepare reports on used FIMs every month. The reports originals shall be sent to the address of Accounting Department of the Carrier but not later than on the 10th day of the month following to the initial financial month. The report form is Attachment D to the agreement.
 22. Organize for delivery of lost baggage of passengers (on request and recharge as per valid local price list of the Supervisor).
 23. Consider and process of inquires from Immigration authorities about refusal of entry or about the upcoming deportation on the Carrier's aircraft in accordance with the Carrier's instructions.
 24. Inform the captain about the presence of passengers, in respect of which judicial or administrative action has been taken and the convoy / escort.
 25. Inform the captain about the presence of passengers with weapon and their allocated seats.
 26. The Supervisor organizes the adoption of necessary measures in relation to destructive passengers in accordance with the internal regulatory documents of the Supervisor and the requirements of local legislation.

Signed
in Saint-Petersburg
For and on behalf of the Carrier
By:

Mr. Andrei Ordinov
General Director Deputy - COO
PoA Д-135/20 dated 03.04.2020

Signed
in
For and on behalf of the Supervisor
By:

ATTACHMENT B

ADMINISTRATIVE FUNCTIONS

1. By separate telex/e-mail send a report of any controllable delay to the Carrier's Operations.
2. In case of the Carrier's aircraft late arrival make maximum effort in order to arrange flight departure on time or minimize the time of delay upon departure from the airport.
3. Investigate and report to the Carrier of any irregularities in handling of the aircraft, passenger, cargo or baggage.
4. Collect the flight documents from the Handling Company and send it to the Carrier. The Supervisor is responsible for all flight documentation sending to the Carrier not later than 7 days after the flight operated (it is recommended to send flight documentation on the next flight after operated).
This package includes the following:
 - Load sheet;
 - Passengers list;
 - Flight coupons (as provided by Handler);
 - Checklist of PAX which were checked-in upon e-tickets (with numbers of such e-tickets);
 - MCO;
 - EXB receipts, as received by the Ticket counter;
 - Cargo & Post way bills and manifests (as provided by the Handler).

The Supervisor shall send the above mentioned documentation to the Carrier via co-mail. In case of no flights to the location specified in this Agreement, the Supervisor shall send relevant documentation with registered mail or express courier mail. In this case the Supervisor has the right to recharge full amount of such expenses to the Carrier, but limited to EUR 30,00 per dispatch. Invoices shall be sent to the Carrier's Accounting Department.
5. The Supervisor shall send station report for each flight to the Carrier within 01 hour after the departure via e-mail to: Operation@rossiya-airlines.com and stations@rossiya-airlines.com. In case of non-possibility to send the station report, the Supervisor must inform the Carrier's Operations immediately by any means of communication about reasons thereof and predictable time of sending of the station report. However the predictable time is limited by 24 hour after ATD. Such report shall contain information about time of aircraft arrival and departure, information about requested services, equipment, number of passengers time of check-in start, number of checked baggage, other information about the flight. Upon signing of the agreement the Carrier will send (by email) its approved station report form to the Supervisor for usage. In case of any changes in the form the Supervisor will be informed accordingly.
6. In case of irregularities, including technical problems, the Supervisor shall send irregularities report to the Carrier.
7. Check the quality of terminal and apron handling. Make and send the Carrier Service level report on the monthly basis. Resend passenger claims.
8. Meet the Tour Operator representative (if applicable) and coordinate all the required services in accordance with the Carrier's instructions.
9. Establish and maintain good relation with:
 - a) Carrier's Ground Handlers, Tour Operator and Ticketing Agent;
 - b) Airport Authorities and Government Agencies;
 - c) Fuel suppliers;
 - d) Hotels;
 - e) Catering Company;
 - f) Cleaning Company;
 - g) Other parties involved in order to ensure the highest standards of punctuality and quality handling in general.
10. Keep the Carrier updated on any information, circular letter, etc. from local authorities, contractors/suppliers etc., may be of the Carrier's interest. Inform the Carrier about all the actual acts of the Airport and CA Authorities of Bulgaria and about any changes happened.
11. In case of the Carrier's written request make airport and other obligatory fees (to operate flights to/from Burgas) payment on Carrier's behalf with further redirection to the Carrier, without surcharge applied.
12. In case of the Carrier's written request arrange invitations for the Carrier's crew members required for claim of visas.

13. In case of the Carrier's written request arrange for crew and/or other employees of the Carrier accommodation in hotels as per Carrier's hotel requirements and compliance (which to be sent to the Supervisor separately via e-mail), and the relevant transfer.
14. In case of the Carrier's written request the Supervisor conducts negotiations on the Carrier's behalf with third parties for better conditions for flight operational process to/from contracted locations.
15. Inform the Carrier about incentive schemes and/or bonus programs that can be applied for for the Carrier in contracted locations.
16. The Supervisor has to be experienced in working with DCS of the Carrier (SITA, ASTRA etc.), in case of such absence, has to run the related course in reference to check-in system (closing/opening of the flights; work with tickets, with coupons status etc).

Signed
in Saint-Petersburg
For and on behalf of the Carrier
By:

Mr. Andrei Ordinov
General Director Deputy - COO
PoA Д-135/20 dated 03.04.2020

Signed
in
For and on behalf of the Supervisor
By:

ATTACHMENT C

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/	List of the docs confirming the info about owners, shareholders and beneficiaries

Signed
in Saint-Petersburg
For and on behalf of the Carrier
By:

Mr. Andrei Ordinov
General Director Deputy - COO
PoA Д-135/20 dated 03.04.2020

Signed
in
For and on behalf of the Supervisor
By:

ATTACHMENT D

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
in Saint-Petersburg
For and on behalf of the Carrier
By:

Signed
in
For and on behalf of the Supervisor
By:

Mr. Andrei Ordinov
General Director Deputy
PoA Д-135/20 dated 03.04.2020
