

Approval date	01	11	2017
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Public request for proposals in an electronic form

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Provision of ground handling services at FCO airport (Rome, Italy)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
2 500 000	EUR	Not determined	item	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)			FCO airport (Rome, Italy)		
Term and Payment Procedure for Goods (Work. Service)			Settlement of accounts shall be effected in EUR (compulsory) by bank transfer in 30 (thirty)		

	calendar days after the receipt of the factual invoice. The invoices to be sent to the Customer in electronic format not later than on the 10th day of the month next to the invoicing.
Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	applicable* * the bidder has the right to offer an alternate draft of the agreement, except of main provisions defined by the Customer: paragraph 1 (list of services), sub-paragraphs 1.13, paragraph 4 (except the bank details), sub-paragraphs 7.1 and 7.4, paragraph 15. The Customer reserves the right to refuse in signing of the agreement if the provisions, proposed by the Participant, are not applicable for the Customer.

Assessment and Comparing Criteria of Quotes

No Cri teri a	Sections of SGHA 2008	Name of the criteria	Unit	The way of points calculation in accordance with the criteria	Maximum number of points(K)
1	-	Basic handling charge A319	Per turnaround flight	For calculation of number of points as per all the criteria the following formula to be used $S_{basic} / S_{proposed} \times K$, where S_{basic} – the better proposal among the participants;	30
2	-	Basic handling charge A320	Per turnaround flight		30
3	-	Basic handling charge B737-800	Per turnaround flight		5
4	-	Basic handling charge B777	Per turnaround flight		5
5	-	Basic handling charge B747-400	Per turnaround flight		5
6	2.1.3(1)	UM	Per service	$S_{proposed}$ – estimated proposal of the Participant; K – maximum number of points from the box at the right corner	2
7	2.1.9(1)	Additional check-in counter operated by the agent	Per 1 hour		2
8	3.3.3	GPU	Per 30 minutes		5
9	3.4.1(a), 3.4.2(a)	ACU	Per 15 minutes		3
10	3.7.1 (a)	ASU	Per start		5
11	3.9.3(a)	Push back	Per service		5
12	3.6.2(2)	Crew transportation	Per turnaround flight		3
Total					100

1. General Terms of the Procurement Procedure

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

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

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

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

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.7. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On

Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;

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

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

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

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

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

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

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for

proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

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

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

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

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

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

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

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

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the

Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

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

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

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

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

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

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

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

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

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

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

bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:					
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>					
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)					
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>					
Registered at the following address:					
<i>(state place of location address of legal entity/place of residence of individual)</i>					
предлагает заключить договор на					
<i>(state the subject-matter of the agreement)</i>					
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.					
Quote:					
№	Name of the criteria	Sections of SGHA 2008	Unit	EUR (VAT excl)	EUR (VAT)
1	Basic handling charge A319	-	Per turnaround flight		
2	Basic handling charge A320	-	Per turnaround flight		
3	Basic handling charge B737-800	-	Per turnaround flight		
4	Basic handling charge B777	-	Per turnaround flight		
5	Basic handling charge B747-400	-	Per turnaround flight		
6	UM	2.1.3(1)	Per service		
7	Additional check-in counter operated by the agent	2.1.9(1)	Per 1 hour		
8	GPU	3.3.3	Per 30 minutes		
9	ACU	3.4.1(a), 3.4.2(a)	Per 15 minutes		
10	ASU	3.7.1 (a)	Per start		
11	Push back	3.9.3(a)	Per service		
12	Crew transportation	3.6.2(2)	Per turnaround flight		

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

2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:	
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)	
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;	
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	
4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.	
6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. Принимаем на себя обязательство не изменять и (или) не отзываться заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of	

goods (in delivery of goods);		
11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

Appendix 2

To Procurement Documentation

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
(state the name of procedure)	
Procedure No. _____ (state the procedure number)	Lot No. _____ (state the lot number)
(state full name of entity in accordance with the Articles of Association and legal organizational form)	
(state abbreviated name of the entity in accordance with the Articles of Association)	
1. Legal details	
Country _____ of registration _____	
Registered address _____	
Street address _____	
Phone _____	
Fax _____	
E-mail _____	
2. Banking details	
INN / KPP of entity _____	
OGRN (Primary State Registration Number) _____	
Transaction Account No. _____	

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

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

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

bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.		
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>		
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.		
Principal <i>(title of the Principal)</i>	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>
SEAL		
Date of Issuance	_____ <i>(DD)</i>	_____ <i>(MM)</i>
		_____ <i>(YYYY)</i>

Appendix 3
To Procurement Documentation

Terms of Reference

Subject-matter of the procurement		Provision of ground handling services at FCO airport (Rome, Italy)		
Nomenclature, description of products (work, service)		Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
In accordance with provisions of the contract		item	Not determined*	no
Delivery place of goods, performance of works and provision of services (address)		Rome, Italy		
Dates or schedule of shipment/delivery of goods, performance of works and provision of services		01.01.2018 - 31.12.2022		
Requirements for acceptance of goods, work, service		Not determined		
Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs			The services must be performed according to the Customer’s internal guidelines and instructions (documentation is in English, access to the documentation will be provided once agreement is signed) as well as ICAO and IATA requirements and recommendations. 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 Italy.	

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>The price of the contract includes the cost of ground handling services consisting of the following sections of SGHA of January 2008:</p> <ul style="list-style-type: none"> - Representation, administration and supervision; - Passenger services; - Ramp services; - Load control, communications and flight operations; - Cargo and mail services (general provisions); - Support services; - Security (in frames of passenger and baggage screening and reconciliation).
Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	Not determined
Other necessary information or additional requirements	<p><u>Requirements to the Participants:</u> License for provision of services is a must, necessary, necessary tools of communication, IDs for reaching of airport zones; English-speaking staff, usage of DCS Sabre by the staff/ possibility to work in the system.</p> <p><u>Requirements to the proposals:</u> Proposed rates for the handling services shall not exceed the following maximum limits:</p> <ul style="list-style-type: none"> • Basic handling of A319 – 830 EUR; • Basic handling of A320 – 850 EUR; • Basic handling of B737-800 - 850 EUR; • Basic handling of B777 - 3 000 EUR; • Basic handling of 747-400 – 3 500 EUR.
*In accordance with the planning schedule the Customer will operate daily flights on the route LED-FCO-LED during IATA WS 2017/2018 and SS 2018. Planned type of aircraft A319. There can be some changes in flight schedule.	

Draft Agreement

**STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

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

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

hereinafter referred to as : “the Carrier”

and :
having its principal
office at :

hereinafter referred to as : “the Handling Company”

This **Annex B1.0**

For the location : Rome - Fiumicino (FCO)

is valid from : 1st of January 2018
and is replacing: :

PREAMBLE This Annex B1.0 is prepared in accordance with the simplified procedure whereby the Carrier and the Handling Company agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008, as published by the International Air Transport Association shall apply as if such terms were repeated here in full. By signing this Annex B1.0 the parties confirm that they are familiar with aforementioned Main Agreement and Annex A.

Paragraph 1 - HANDLING SERVICES

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

SECTION 1 – REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1	General	1.1.2 to 1.1.4
1.2	Administrative Functions	1.2.1 1.2.2 1.2.3 (a to e)(h)(i)(k) 1.2.4 1.2.5 (a)(c) 1.2.6 (c) <i>5% disbursement</i>
1.3	Supervision and/or Coordination	1.3.1 (b) 1.3.2 1.3.3 1.3.5 1.3.6 1.3.7 1.3.8
1.4	Station Management	1.4.2 on request and upon additional authorization from the Carrier 1.4.3 (a) on request and upon additional authorization from the Carrier 1.4.5 including assistance in CAA permits getting 1.4.6 on request and upon additional authorization from the Carrier 1.4.7

SECTION 2 – PASSENGER SERVICES

2.1	General	2.1.1 2.1.2 2.1.3 (a)(1) at additional charge, (b)(2 to 6) 2.1.4 in accordance with the Carrier's GHM. 2.1.5 2.1.6 (a) 2.1.7 (a, b - the Handling company WT account) (c – in 5 days) (d) (e - the service is provided by the Third Party in accordance with the direct contract), (f) 2.1.8 to report the Carrier all the relevant documentation (information about the baggage found with number of baggage pieces as per each type - AHL, OHD, DPR, FWD, file numbers of AHL, OHD, DPR, printouts of FWD and items found). The report must be sent to the Carrier together with the invoices as per Paragraph 4 of the present agreement. 2.1.9 (a) (1) (5) arrival service/lost & found (b) (2) Separate counter for business class passengers is a must. One counter per each economy class 60 passengers booked. Check-in counters to be opened 3 hours before STD. Invitations to be given in accordance with GHM to appropriate passengers at check-in to enter the lounge (in accordance with the Carrier's instructions). (b)(3)
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- 2.2 Departure
 - 2.2.1
 - 2.2.2 (a)
 - 2.2.3 (a)(b)
 - 2.2.4 (a)(1) (2) – only after the appropriate request from the Carrier
 - 2.2.5 (a)
 - 2.2.6 (a), (b) upon request. Materials to be provided FOC.
 - 2.2.7
 - 2.2.8
 - 2.2.10 (a-c)(1), (2) – upon request
 - 2.2.11 (a)(b)
 - 2.2.12
 - 2.2.13 (a-h)
 - 2.2.14 (a-c)
- 2.3 Arrival
 - 2.3.1 (b)
 - 2.3.2
 - 2.3.3 (b) (1)

SECTION 3 – RAMP SERVICES

- 3.1 Baggage Handling
 - 3.1.1
 - 3.1.2 (a)(b)
 - 3.1.3 (a)(b)
 - 3.1.4 (a)(b)
 - 3.1.5
 - 3.1.6 (a)(b)
 - 3.1.7 (b)(1)(2)(3)
- 3.2 Marshalling
 - 3.2.1 (b)
- 3.3 Parking
 - 3.3.1 (a) (b)
 - 3.3.2 (f-safety cones)
 - 3.3.3 (a)(60 minutes included in basic rate), (c)
- 3.4 Cooling and Heating
 - 3.4.1 (a)on request and at additional charge
 - 3.4.2 (a)on request and at additional charge
- 3.5 Ramp to Flight Deck Communication
 - 3.5.1
 - 3.5.2 (a)(b)
- 3.6 Loading and Unloading
 - 3.6.1 (a)(1),(b)(3),(c)(1)(3)
 - 3.6.2 (b)(1) (separate transport for business class passengers – at additional charge), (a)(2) - at additional charge
 - 3.6.3 (a)
 - 3.6.4 (a)(1)(2)
 - 3.6.5 (a)(1)(5)
 - 3.6.6
 - 3.6.7
 - 3.6.8 (a)
 - 3.6.10 (b) (1) (2)
- 3.7 Starting
 - 3.7.1 (a) at additional charge
- 3.8 Safety Measures
 - 3.8.1 (b)
 - 3.8.2 (a) (b) (1)(2)
- 3.9 Moving of Aircraft
 - 3.9.1 (a)
 - 3.9.2 (b)
 - 3.9.3 (a) (one pushback is incl. per turnaround) (b – on request and at additional charge)
- 3.11 Interior Cleaning
 - 3.11.2
 - 3.11.7 (a)

3.12	Toilet Service	3.11.10 (a)(b)
3.13	Water Service	3.12.1 (a)(1) (b)(2)
		3.13.1 (a)(1)(2)(3)

SECTION 4 – LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.1	Load Control	4.1.1
		4.1.2 (a-e)(1)
4.2	Communications	4.2.1 (a)(b)(c)(d)
		4.2.2 (a)(b)
4.3	Flight ops. – General	4.3.1
		4.3.2
4.4	Flight prep. at airport of departure	4.4.1 (b)
		4.4.2
		4.4.3 (c)(d)
		4.4.4 (e)(1)(2)
		4.4.5
		4.4.6 (c)(1)
		4.4.7
		4.4.8
4.6	Flight ops. En-route Flight Assist.	4.6.1 (a)
4.9	Flight ops. – Crew Administration	4.9.1
		4.9.2 (a)(b) on request and recharge
		4.9.3 (b) on request and recharge
		4.9.4
		4.9.7

SECTION 5 – CARGO AND MAIL SERVICES

5.1	Cargo and Mail Handling - General	5.1.3 (a)(7)
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SECTION 6 – SUPPORT SERVICES

6.2	Automation / Computer Systems	6.2.1 (a)(c)(1-Sabre SSCI), (2)
		6.2.2. (a - Sabre SSCI)(3)(4)(5), (b)(6)
6.3	Unit Load Device (ULD) Control	6.3.1 (a) (1) (2)on request
		6.3.2
		6.3.3 (b)
		6.3.4
		6.3.5
6.5	Ramp Fuelling / Defueling Ops.	6.5.1
		6.5.3 widebody aircrafts
6.6	Surface Transport	6.6.1 (b)(1)(2)(b)(c) on request and at additional charge
6.7	Catering Services – Liaison & Adm.	6.7.1

SECTION 7 – SECURITY

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

BASIC HANDLING CHARGES

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

Passenger aircraft type	Basic handling charge (in EUR)
A319	
A320	
B737-800	
B777	
B 747-400	

- 1.2 Handling in case of return to ramp will not be charged extra, provided that a physical change of load is not involved.
- 1.3 Handling in case of technical and/or fuelling landing for other than commercial purposes will be charged at fifty percent (50%) of the above prices in Sub-Paragraph 1.1, provided that a physical change of load is not involved.
- 1.4 Handling in case of return to ramp involving a physical change of load will be charged as for technical handling in accordance with Sub-paragraph 1.3 above.
- 1.5 In case of diversions of aircraft from its scheduled destination due to any reason and consequent Irregularity handling (i.e. arrange surface transport), a charge of 75% of the standard handling charges is applicable for services provided at the scheduled airport of departure.
- 1.6 No extra charges will apply for providing the services on legal holidays, at night or overnight stops.
- 1.7 Whenever a flight operates 4 hours or more delayed for reasons not caused by the Handling Company, the handling Company has the right to charge the Carrier for staff cost (including overtime if applicable).
- 1.8 Handling of load in/empty out flights will be charged at 80% of the rates under Sub-Paragraph 1.1.
- 1.9 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office 48 hours prior to the scheduled departure time.
- 1.10 Any flights cancelled between 48 and 24 hours before schedule departure will be charged at 30% of the applicable handling fee.
- 1.11 Any flights cancelled between 24 and 12 hours before schedule departure will be charged at 50% of the applicable handling fee.
- 1.12 Any flights cancelled between 12 –0 hours before scheduled time of departure will be charged at 100% of the rates listed in Paragraph 1.
- 1.13 Sub-section 2.2.3 (a) of Annex A of SGHA of January 2008 shall be interpreted as follows:
- a) The Handling Company does not have any liability for the visa execution accuracy and any incorrect information, stated at passengers documents (passport, visa) while verification during check-in process.

b) The Handling company is responsible for:

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

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

In case of failure to provide travel documents (passport, visa) or in case of travel documents expiration, the passenger shall not be allowed to board on aircraft. Should a passenger with expired travel documents arrive to the airport of Russian Federation, the Carrier has the right to redirect the imposed penalty to the Handling Company. In case the Carrier had to pay any additional costs for such a passenger f.e. meals at the airport, ticket cost, accommodation or transfer, the Carrier reserves the right to redirect the costs to the Handling company.

- 1.14 All documentation concerning the flight must be given to the representative office of "Aeroflot" not later than in 2 days after the flight operated (if not advised the other in written). Forwarding of documentation is accompanied by register creation in agreed form. The Handling Company is responsible for the loss of any flight documentation and its validity until given to the representative office of "Aeroflot".

The package includes:

- Load sheet
- Flight coupons
- Checklist of pax which were checked-in upon e-tickets (with numbers of e-tickets)
- EXB receipts, as received by the Ticket counter

- 1.15 The Handling Company shall send Station report (Attachment 2) for each delayed flight (delay starts from 1 minute) to the Carrier, within 12 hours after the actual departure of the flight.
- 1.16 The Handling Company shall provide the register of the lounge visitors on the monthly basis according to the instruction received from the Carrier in written. In case of an absence of any required information related to the visitor within the register, the Carrier reserves the right not to pay for such visitor.

Paragraph 2 – ADDITIONAL CHARGES

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

<i>ANNEX A SECTIONS</i>	<i>TYPE OF SERVICE OR EQUIPMENT</i>	<i>PER (UNIT)</i>	<i>CHARGE, EUR</i>
2.1.3(1)	Unaccompanied minors	per service	
2.1.9(1)	Extra counter manned with check-in agent	per hour	
3.3.3	GPU (in excess of first 60 min)	per 30 min	
3.7.1 (a)	ASU	per start	
4.4.4 (e)(2)	Local A-CDM procedure	per flight	
3.4.1(a), 3.4.2(a)	ACU	per 15 min	
3.9.3(a)	Pushback (in addition to the first one)	per service	
3.6.2(1)	Passenger transport between aircraft and terminal (C, Y) for NB aircraft	per turnaround flight	

	Passenger transport between aircraft and terminal (C, Y) for WB aircraft		
3.6.2(2)	Crew transportation	per turnaround flight	
3.6.5 (2)	Cargo transportation	per turnaround flight	

DCS fee is not applicable (Sabre SSCI is used).

All the other additionally requested services shall be charged at the current local rates published in the price list with providing to the Carrier 20% discount. The price list to be provided to the Carrier in written not later than in 1 day period after the request.

Paragraph 3 - DISBURSEMENTS

- 3.1 Any disbursement made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at the cost price plus an accounting surcharge of 5 %.

Paragraph 4 – SETTLEMENTS OF ACCOUNTS

- 4.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company shall submit invoices once a month in EUR for the services performed hereunder and the Carrier shall pay the Handling Company by bank transfer within 30 calendar days of invoicing. The Handling Company is obliged to send the invoices on the date of issuance.
- 4.2 All payments shall be made in EUR.
- 4.3 All the invoices scanned copies must be sent to the email of the Carrier's Accounting Department not later than before the 10th day of the month next to the invoiced:
OKR@rossiya-airlines.com
The Handling company shall attach all the additional documents required (invoices of the 3rd Parties, requests for provision of additional services and etc.)
- 4.4 The Handling Company's bank details:

The Carrier's bank details:

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

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

From 01 January 2019 the rates may be adjusted once per year (12 month period) with 70% of the national official inflation for the 12 month period. The Handling Company shall inform the Carrier officially in written (in accordance with Paragraph 8 «Notification») about new rates and a copy of the official publication source contained mentioned information with economic indicators at least 30 calendar days before they come into effect. This notification shall contain information about new rates and the date they come into effect.

Revisions shall take place annually according to the positive CPI factor of the previous year.

Such price adjustment cannot be more than 3% annually.

- 4.5 The Handling Company reserves the right to charge interest at a rate according to Italy interest laws on overdue accounts from the date the invoice became due and will accrue until settlement is made full.

If the Carrier fails to fulfill its obligation under this Sub-paragraph 4, the Handling Company has the right to request prepayment to cover for the Carriers operations. Any claims and disputes regarding mistakes in invoices have no limitation period.

Paragraph 5 – TRANSFER OF SERVICES

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

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

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

Paragraph 6 - LIMIT OF LIABILITY

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

Aircraft Type	Limit (per incident) USD
A319/A320/ B737-800	750 000
B 777-200/-300	1 000 000
B 747-400	1 500 000

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

Paragraph 7 - DURATION, MODIFICATION AND TERMINATION

- 7.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the contract is valid for a period of 5 years until 31.12.2022 and can be terminated at any time by either Party providing with 90 days' prior written notice to the other Party.
- 7.2 Notwithstanding above sub-paragraph 7.1, if in the opinion of the Carrier the Handling Company fails to provide a consistently satisfactory level of service, the Carrier reserves the right to provide the Handling Company with written notice to the effect that urgent correction is required within 30 (thirty) calendar days. If the Handling Company fails to

correct the situation within 30 (thirty) calendar days, the Carrier may terminate the Agreement upon an additional 30 (thirty) calendar days prior written notice at any time.

- 7.3 The total amount of the contract during the period of its validity will not exceed 2 500 000EUR. Such limitation is fixed for the Carrier's own purposes. Nevertheless this amount is not guaranteed for payment.
- 7.4 Sub-paragraphs 11.11, 11.12 of Main Agreement are not applicable for the current SGHA.
- 7.5 All modifications of this agreement must be done in written and signed by both Parties.

Paragraph 8 - NOTIFICATION

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

To the **Carrier:**

Rossiya Airlines JSC
Pilotov Street 18/4
Saint Petersburg 196210
Russia
Attn. Mrs. Anna Nayda
Tel: +7 812 633891
E-mail: a.nayda@rossiya-airlines.com
contract@rossiya-airlines.com

To the **Handling Company:**

Paragraph 9 – ARBITRATION, JURISDICTION, APPLICABLE LAW

- 9.1 Notwithstanding the provisions of Article 9 of the Main Agreement, the arbitrator shall be appointed by the International Chamber of Commerce at Rome.
- 9.2 Notwithstanding the provisions of Sub-Article 9.1(5) of the Main Agreement, the applicable law shall be the law of Italy.

Paragraph 10 – SERVICE LEVELS AND STANDARDS

- 10.1 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels and Standards mutually agreed upon between the Parties. Service Levels and Standards should be finalized as an Additional Agreement to the current Standard Ground Handling Agreement.
- 10.2 The local representatives or any other designated persons from the Parties will meet at mutually agreed intervals to monitor the actual performance and inform each other on projects likely to have impact on agreed standards.

Paragraph 11 – RIGHT TO AUDIT

- 11.1 The Carrier may at its own cost, by prior (not less than 1 month) written notice, audit the designated services in Rome. Such notice shall contain a description of the areas to be audited. The Handling Company shall cooperate with the Carrier and will undertake any corrective actions required.

Paragraph 12 – FORCE MAJEURE

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

Paragraph 13 – GENERAL

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

Paragraph 14 – CONFIDENTIALITY

- 14.1 The Carrier and the Handling Company agree not to reproduce this Annex B1.0 or to distribute it to others, in whole or in part, at any time and permanently to keep confidential all information contained within Annex B1.0 and all information made available by the Handling Company and the Carrier to each other during it's negotiations or in the provision of the services.

Paragraph 15 – Anti-corruption clause

- 15.1 While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.
While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.
- 15.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 15.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 15.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.
- 15.3 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 15.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party

initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

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

Signed the	Signed the
at St Petersburg	at
For and on behalf of Rossiya Airlines JSC	For and on behalf of

.....
.....

.....
.....

ATTACHMENT 1

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

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

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

Signed the
at St Petersburg
For and on behalf of Rossiya Airlines JSC

.....

Signed the
at
For and on behalf of

.....

ATTACHMENT 1**ATTACHMENT 2****The report of flight delay in not base airport**

FLIGHT NUMBER: FV _____

DATE: _____

REG №: _____ STAND

On the completion of the flight Station Report shall be filled in and sent to the following email addresses

STATION REPORT		
AIRPORT:		
HANDLING AGENT:		
SUPERVISOR AGENT:		
ARRIVAL _____		
Description	(UTC)	REMARK
STA:		
ATD:		
ATA:		
PASSENGER BUS:		
DISEMBARKATION BEGIN:		
DISEMBARKATION COMPLETED:		
AIRCRAFT UNLOADING PROCESS COMPLETED:		
DEPARTURE _____		
Description	BEGIN (UTC)	COMPLETED (UTC)
CLEANING:		
CATERING LOADING:		
REFUELING:		
PASSENGERS NUMBER:		
CATERING ON BOARD:		
WEIGHT OF CARGO		
CHECK-IN :		
READY FOR BOARDING:		
BAGGAGE LOADING:		
CARGO LOADING:		
BOARDING:		
STD:		
DOORS CLOSED:		
PUSH BACK:		
GPU USED:		
DEICING:		
ATD:		
ATOT:		
CAUSES OF DELAY: (AHM CODES AND FREE TEXT)		
HOW THE PROBLEM WAS SOLVED:		
ADDITIONAL SERVICES PROVIDED TO PASSENGERS IN CASE OF DELAY MORE THAN TWO HOURS (PRICE PER UNIT/AMOUNT/TOTAL AMOUNT):		

of the Carrier's Operations: operation@rossiya-airlines.com; AnO MSK@rossiya-airlines.com