

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

Approval date

04	06	2018
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	06	06	2018	18:00 MSK
Date and time for the request receiving completion	21	06	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul, Saint Petersburg, Russian Federation, 196210			
	29	06	2018	
Commencement date for providing clarifications on procurement documentation		06	06	2018
Completion date for providing clarifications on procurement documents		18	06	2018
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Representation and Supervision services provision			
Number of lots	1 (one)			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Representation and Supervision services provision			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
482 200	EUR	No defined	pcs	52.23.1	52.23.11.000

Place of Delivery/Performance of Works/Provision of Services (address)	Barcelona, Spain
Term and Payment Procedure for Goods (Work. Service)	Settlement shall be made within thirty (30) calendar days from receiving date of the invoice by e-mail
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable

Assessment and Comparing Criteria of Quotes
Lot №1

No.	Criteria name	Unit of measurement	The Methodology to calculate points upon criteria	Maximum possible points as per criteria
Criteria 1	Basic charge for A319, A320, B737	Turnaround flight	To calculate the number of points it shall be used the formula: Sbasic / Soffer x K, where: - Sbasic - the best (lowest) of all the proposals of the participants; - Soffer - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table.	30
Criteria 2	Basic charge for B777	Turnaround flight		1
Criteria 3	Basic charge for B747	Turnaround flight		20
Criteria 4	desk/office in the Barcelona international airport (BCN, El Prat)	-		12
Criteria 5	Russian-speaking supervisor	-	To calculate the number of points using the following procedure: - If the bidder provides a letter whereby guaranties that the supervisor knows Russian Language, a maximum number of points from the cells to the right. - If it doesn't provide, 0 points assigned by the Customer.	8
Criteria 6	Recommendations from passenger	pcs	To calculate the number of points it shall be used the formula: Sbasic / Soffer x K, where:	4

	commercial airlines		- Sbasic - the best (biggest) of all the proposals of the participants; - Soffer - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table.	
Criteria 7	Training Certificates (Aviation Security)	-	To calculate the number of points using the following procedure: - If the bidder provides a copy of the certificate valid on the date of start of the agreement, a maximum number of points from the cells to the right. - If it doesn't provide, 0 points assigned by the Customer.	5
Criteria 8	Training Certificates (Dangerous Goods for Passenger Handling)	-		5
Criteria 9	Training Certificates (Ramp Safety Customer Services)	-		5
Criteria 10	Training Certificates (Human Factors)	-		5
Criteria 11	Training Certificates (Passenger Handling)	-		5
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-ΦZ 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 waived in the following instances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote:
Basic charge for A319, A320, B737 _____ EUR excluding VAT
Basic charge for B777 _____ EUR excluding VAT
Basic charge for B747 _____ EUR excluding VAT
Desk/office in the Barcelona international airport (BCN, El Prat) _____ YES/NO
Russian-speaking supervisor _____ YES/NO
Recommendations from passenger commercial airlines _____ pcs.
Training Certificates (Aviation Security) _____ YES/NO
Training Certificates (Dangerous Goods for Passenger Handling) _____ YES/NO
Training Certificates (Ramp Safety Customer Services) _____ YES/NO
Training Certificates (Human Factors) _____ YES/NO
Training Certificates (Passenger Handling) _____ YES/NO
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of

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

<p>Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. 44-FZ dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>
<p>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.</p>
<p>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:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>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);</p> <p>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</p>

goods, works, and services.		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
<i>SEAL</i>		
Date of issuance		
(DD)	(MM)	(YYYY)

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

Appendix 2
To Procurement Documentation

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

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

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 bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

5. Contact person

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

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

Principal

(title of the Principal)

(signature)

(state initials, last name)

SEAL

Date of Issuance

(DD)

(MM)

(YYYY)

Terms of Reference

1. Procurement subject:

Representation and Supervision services provision

2. List of service:

SUPERVISORY FUNCTIONS

PARAGRAPH 1 – HANDLING SERVICES AND CHARGES

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

SECTION 1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.1 General

1.1.2 Liaise with local authorities.

1.1.3 Indicate that the Supervisor is acting as handling agent for the Carrier.

1.1.4 Inform all interested Parties concerning movements of the Carrier's aircraft.

1.2 Administrative Functions

1.2.1 Establish and maintain local procedures.

1.2.2 Take action on communications addressed to the Carrier.

1.2.3 Prepare, forward, file and retain for a period specified in the Annex B, messages/ reports/ statistics/ documents and perform other administrative duties.

In the following area:

(i) security

(k) other, as specified in Annex B*.

*** The Supervisor shall:**

- send to the Carrier via e-mails: Operation@rossiya-airlines.com и stations@rossiya-airlines.com, a station report for each flight to the Carrier (Attachment No1) within 12 hours after the departure;
- by separate telex/email send a report of any controllable delay to the Carrier OPS;
- check timely dispatch of operational message;
- ensure that flight is closed correctly in order to process the accepted E-Tickets;
- collect ticket coupons and e-boarding cards from Ground Handling Company, perform such post departure statistics as agreed and forward the coupons to the Carrier.

The Supervisor is responsible for all the flight documentation sending to the Carrier not later than 7 days after the flight operated. This package includes the following: Excess Baggage Tickets (EBT); Miscellaneous Charges Orders (MCO); Checklist of Electronic Miscellaneous Documents (EMD); Cargo Manifest; Mail Manifest; Load sheet; Flight coupons (as provided by Ground Handling

Company); Checklist of passengers, who were checked-in upon e-tickets (with numbers of such e-tickets); Cargo & Post waybills (as provided by Ground Handling Company). The Supervisor must send the above mentioned documentation to the following address, unless otherwise agreed: Accounting Department (Kashaeva E.A.); Pilotov st. 18/4, Saint-Petersburg, 196210, Russian Federation.

- prepare flight report upon every flight delay and send it to the Carrier's Operations;
- complete, send flight coupons from the Carrier;
- ensure if all the Post Flight messages (LDM, MVT, ETL) have been sent by Ground Handling Company.

1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.

1.2.5 (a) Check

(b) Sign

(c) Forward

on behalf of the Carrier invoices, supply orders, handling charge notes, work orders

1.2.6 Effect payment, on behalf of the Carrier, including but not limited to:

(a) airport, customs, police and other charges relating to the services performed.

(c) out-of-pocket expenses, accommodation, transport (upon request)

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

1.3.1

(a) Supervise

(b) Co-ordinate

services contracted by the Carrier with third party(ies)

1.3.2 Ensure that the third party(ies) is(are) are informed about operational data and Carrier's requirements in a timely manner.

1.3.3 Liaise with the Carrier's designated representative

1.3.4 Verify availability and preparedness of staff, equipment, Loads, documentation and services of the third party(ies) to perform the services.

1.3.5 Meet aircraft upon arrival and liaise with crew.

1.3.6 Decide on non-routine matters

1.3.8 Note irregularities and inform the Carrier.

1.4 Station Management

1.4.1 Provide representative on behalf of the Carrier to act

(b) non-exclusively

1.4.2 The Supervisor is authorized to represent the Carrier's interest with regard to resolving governmental and local authorities matters.

1.4.3 Attend local airport meetings on behalf of the Carrier

(a) report to the Carrier results/contents of the meetings.

1.4.5 Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.

- 1.4.6 Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiated and secured in advance of each seasonal / operational change.
- 1.4.7 Perform and report (KPI - key performance indicators) quality/performance measurements
- 1.4.8 Handle the contents of Carrier's company mail pouches.

SECTION 2. PASSENGER SERVICES

2.1 General

- 2.1.4 Assist passengers when flights are interrupted, delayed or cancelled.
- 2.1.7 Handle lost, found and damaged property matters.

SECTION 4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.4 FLIGHT OPERATIONS — Flight Preparation at the Airport of Departure

4.4.4 (e) Monitor

- (1) The Air Traffic Services ("ATS") Flight Plan.
- (2) The Carrier's slot time allocation with the appropriate ATS

4.9 FLIGHT OPERATIONS — Crew Administration

4.9.2 Arrange hotel accommodation for crew layover (at additional charge)

(b) non-scheduled

4.9.3 (a) Provide or

(b) Arrange

for crew transportation (at additional charge) (for non-scheduled).

4.9.5 Liaise with hotel(s) on crew call and pick-up timings (for non-scheduled).

4.9.6 (a) Prepare crew allowance forms.

(b) Pay crew allowances.

SECTION 5. CARGO AND MAIL SERVICES

5.1 Cargo and Mail Handling — General

5.1.3 (a) Provide

or

(b) Arrange

for handling services for:

(2) Special shipments

5.1.4 (a) Issue

(b) Obtain Receipt upon delivery of cargo

5.2 Customs Control

5.2.2 Obtain Customs clearance for:

(a) Inbound cargo

(b) Outbound cargo

(c) Transfer cargo

1.2 The Supervisor warrants to provide the following Services:

Quality

- ensure that all quality targets as agreed for respective station are met;
- ensure that service level agreements are adhered to by all service providers;
- ensure and foster required quality awareness throughout daily operation;
- ensure that delivered services are in line with contracted services;
- take corrective actions if quality targets are not met;
- strive for constant quality and service improvements;
- prepare Quality reports if claims upon quality of work provided take place (it includes also claims upon quantity of personnel provided, services provided on time) and send it to the Carrier's OPS, if not included in the Post Flight Reports.

Crew Services

- assist flight crew through immigration process on arrival and departure, guide to baggage claim and proceed to/from the bus of the hotel without delay;
- arrange crew and/or other air company's representatives' accommodation upon request of the Carrier.

Passenger Services

- supervising Ground handling company ensures that passengers receive the best possible service and a professional company image;
- provide the presence of at least 2 (two) qualified supervisors for turnaround flight, moreover ensure the presence of Russian speaking staff to handle passenger traffic: check-in and boarding;
- ensure that the check-in counters are open for passengers as follows:
 - Separate counter for business class passengers is a must have;
 - One counter per each economy class 60 passengers booked;
 - Check-in counters to be opened in 180 minutes in advance prior to the scheduled departure of the aircraft;
- ensure that the Carrier's Logo is displayed above the check-in counters and flight No. and destination is clearly visible;
- ensure that updated information on flight arrival departure time is accurately displayed or communicated to passengers / organizations by the Ground Handling Company;
- ensure that staff is available for the duration of check-in procedures to act in the capacity of the Carrier in answering passenger enquiries;
- supervise seat allocation, passenger manifesting, baggage and handbag weighing / size, labeling, loading and unloading of the baggage in accordance with the Carriers agreed procedure;
- act as per any other requirement of the Carrier for Passenger service
- check that the Ground Handling Company's departure control system (DCS) has been updated as per the Carrier's instructions:
 - ✓ correct type of aircraft and configuration;
 - ✓ correct position of cabin divider when applicable;
 - ✓ check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
- ensure that flight is opened in the correct manner to process e-tickets correctly;

- ensure that the Ground Handling Company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
 - ✓ check-in counters;
 - ✓ ticket, information and transfer desks;
 - ✓ business class lounge;
 - ✓ point of the embarkation/disembarkation.
- ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions;
- check standard and quality of passenger handling;
- ensure Safe Custody of Carrier documents, for example: EBT, MCO, baggage tags, boarding passes etc;
- negotiate and Arrange Catering Services for Passenger & Crew of Carrier's aircraft as per specified Menu and Rates approved by Carrier;
- provide high quality services for VIP & Business class and other priority categories of passengers of Carrier;
- comply with Carrier Rules of Carriage for Passenger, Luggage & Cargo;
- proceed passengers' complaints.
- 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 2 to the Agreement.

- Providing full support in case of delays, irregularity, flight cancellation including passenger informing, arrangement of beverages and meals (provision of vouchers), hotel accommodation, surface transfer airport-hotel-airport (if applicable), control under services for technical flights and other ad-hoc services in full compliance with GHM and instructions of the Carrier.

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 shall have a right to send recommendations concerning passenger departure to the Operations of 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 Ground Handling Company and the Carrier are fully aware about the situation.
- All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights.
- 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's Operations.

Ramp services and equipment

- ensure that the Ground Handling Company has made suitable arrangements with airport authority for aircraft parking;
- ensure that the check-in baggage & Cargo is adequately loaded in the aircraft as per the specifications and guidelines of the Carrier;
- supervise acceptance of cargo and control unloading of arrival cargo delivered to the warehouse;
- supervise all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe;
- provide full support in case services for technical flights and other ad-hoc support;
- make sure that the ground handler's actions, related to the Carrier's activities, are properly and duly supervised;
- check standard of cleaning;
- check standard of ramp handling:
- ✓ Check that the gate is manned prior to the boarding time;
- ✓ Follow-up the gate announcements;
- ✓ Ensure the gate is closed timely;
- ✓ Ensure timely departure;
- ✓ No-show or denied passengers' baggage shall be removed.
- supervise the loading/offloading of the aircraft.

Customer and operational processes

- ensure delivery of all airport related customer and operational processes in accordance with Carrier's standards and procedures;
- ensure implementation of new procedures, processes or product features and enhancements;
- ensure that irregularities are always handled in accordance with customer and economic considerations;
- active feedback to the Carrier regarding procedures and processes;
- collect all the passenger's claims and send to the Carrier;
- effect Privacy processing of Claims from Carrier's Customer;

Cost awareness

- ensure cost efficient ground handling operation without any compromise to safety standards;
- actively pursue saving potentials.

Safety, security and legal

Ensure that all aspects of the ground handling operation are in accordance at all time with:

- Safety regulations;
- Security regulations;
- Legal regulations.

Soft factors

- ensure and foster awareness of Carrier preferred customer status with all staff involved;
- motivate and encourage other third party supplier to strive for superior quality;

- ensure that the Carrier product policy and core values are acknowledged by staff.

Communication

- maintain a regular communication and feedback with Carrier about all handling aspects;
- assist the Carrier in selecting and establishing contracts and / or credit facilities with relevant authorities and suppliers where ever applicable.
- promote and protect the interests of the Carrier and its clients with suppliers, Government and regulatory agencies at all levels. Particular emphasis is to be placed on those interests in connection with the Airport Authority, Customs, Immigration, Government Ministries e.g. Transport, Finance & Tourism and Air Traffic Control.

1.3 Basic Charges

In consideration of the services described in Paragraph 1 to this Agreement rendered to a single charter flight of the Carrier to Barcelona (two agents), the Supervisor will provide the listed services in Paragraph 1 at the following rates:

Type of fee	Type of the Aircraft	*Charge
Supervision/ Representation Fee	A319, A320, B737-800	
	B777-300 B777-300ER B747-400	

* All charges indicated in EUR and do not include Value Added Tax (VAT).

1.4 The Carrier shall have a right to reduce monthly payment in case of low punctuality on the Supervisor by decreasing the monthly payment for the Supervisor's services in the following amounts:

Flt departure regularity / month / %	Monthly payment decrease / %
90 – 100	0
80 – 89	10
70 – 79	25
Less than 70	50

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

According to conditions of the Agreement

4. Volume

Not determined

5. Place of delivery/work location/service location

Barcelona (BCN), Spain

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

During the whole period of validity of the Agreement

- 7. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs:**

All the services must be provided in full accordance with Article 5 of the SGHA 2008 (Main Agreement), the Customer's manuals/instructions/circulars, local and international regulations, applicable IATA and/or ICAO and/or other governing rules, regulations and procedures.

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

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

According to conditions of the agreement

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

Not determined

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

Not determined

- 11. General requirements to the Handling Company**

The Bidder must have the appropriate permission to operate at the Barcelona International Airport (BCN), approved by the Spanish Civil Aviation Authority. A scan copy of the approved authorization, which confirms the right of the Bidder to render the services at Barcelona International airport (BCN), Spain, must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder must provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guaranties that it has sufficient number of employees and all necessary means of communication (PC, phone, internet, SITA etc.) to perform the services under the agreement as well as entire employees, who will be engaged to supervise the flights of the Customer must be at least 1-year experienced in the supervisory services outlined herein. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder must provide the Customer with information in a free written form (signed by the Bidder) about language knowledge of the staff, who will be engaged to supervise the flights of the Customer. English speaking supervisor is a must. Russian speaking supervisor will be considered as an advantage. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

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

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

The Bidder shall have sufficient resources (agreements, contacts etc.) to make arrangements for passengers' surface transportation and accommodation in case of flight delay and/or interruption and/or cancelation. The Bidder shall provide the Customer with a confirmation in a free written form (signed by the Bidder), whereby it guarantees that the Bidder takes full responsibility for providing passengers with full support in case of delays, irregularity, flight cancellation including arrangement of hotel accommodation and surface transfer airport-hotel-airport (if applicable) in accordance with the Customer's GHM. The letter must be provided by the Bidder upon filing the bid for the request for quotations.

The Bidder should have an own desk/office in the Barcelona international airport (BCN), where the Customer's logo will be established to allow its passengers to identify where they can ask for assistance. If the Bidder has the mentioned the desk/office, it must provide the Customer a confirmation in a free written form (signed by the Bidder) attaching photos of the desk/office upon filing the bid for the request for quotations.

Employees of the Bidder, who will be engaged in flight supervision, have valid certificates (on the date of start of the agreement) for Aviation Security, Dangerous Goods for Passenger Handling, Ramp Safety Customer Services, Human Factors Training, and Passenger Handling. If the Employees have the mentioned certificates, they (a scan copy of each certificate) must be provided by the Bidder upon filing the bid for the request for quotations.

Any disbursements made by the Supervisor on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge not more than 5% (five percent).

12. Other requirements

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

A319/A320/B737 – 75 EUR (excluding VAT)

B777-300/B777-300ER, B747-400 - 140 EUR (excluding VAT)

GROUND HANDLING SUPERVISION AGREEMENT (SGHA)

Annex B 1.0 – Location, Agreed Services and Charges
to the Standard Ground Handling Agreement (SGHA) of 2008

Between: **ROSSIYA AIRLINES JSC**
having its principal office at:
Pilotov Str., 18/4
St.Petersburg
Russia 196210

Hereinafter referred to as 'The Carrier'

And: **XXXXXXXXXXXXXXXXXXXX**
having its principal office at:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Hereinafter referred to as "The Supervisor"

The Carrier and/or the Supervisor may hereinafter be referred to as — the Party (ies)

effective from: 01 September 2018

This Annex B for the locations: **BCN (Barcelona, Spain)**

is valid from: 01 September 2018

is valid until: 31 August 2023

and replaces: None

PREAMBLE: This Annex B is prepared in accordance with the simplified procedure whereby the Parties 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, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex.

PARAGRAPH 1 – HANDLING SERVICES AND CHARGES

1.4 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Supervisor shall provide the following services of Annex A at the following rates:

SECTION 1. REPRESENTATION, ADMINISTRATION AND SUPERVISION

1.5 General

1.1.2 Liaise with local authorities.

1.1.3 Indicate that the Supervisor is acting as handling agent for the Carrier.

1.1.4 Inform all interested Parties concerning movements of the Carrier's aircrafts.

1.6 Administrative Functions

1.2.1 Establish and maintain local procedures.

1.2.2 Take action on communications addressed to the Carrier.

1.2.3 Prepare, forward, file and retain for a period specified in the Annex B1.0, messages/ reports/ statistics/ documents and perform other administrative duties.

In the following area:

(i). security

(k). other, as specified in Annex B*.

* The Supervisor shall:

- send to the Carrier via e-mails: Operation@rossiya-airlines.com и stations@rossiya-airlines.com, a station report for each flight to the Carrier (Attachment No1) within 12 hours after the departure;
- by separate telex/email send a report of any controllable delay to the Carrier OPS;
- check timely dispatch of operational message;
- ensure that flight is closed correctly in order to process the accepted E-Tickets;
- collect ticket coupons and e-boarding cards from Ground Handling Company, perform such post departure statistics as agreed and forward the coupons to the Carrier.

The Supervisor is responsible for all the flight documentation sending to the Carrier not later than 7 days after the flight operated. This package includes the following: Excess Baggage Tickets (EBT); Miscellaneous Charges Orders (MCO); Checklist of Electronic Miscellaneous Documents (EMD); Cargo Manifest; Mail Manifest; Load sheet; Flight coupons (as provided by Ground Handling Company); Checklist of passengers, who were checked-in upon e-tickets (with numbers of such e-tickets); Cargo & Post waybills (as provided by Ground Handling Company). The Supervisor must send the above mentioned documentation to the following address, unless otherwise agreed: Accounting Department (Kashaeva E.A.); Pilotov st. 18/4, Saint-Petersburg, 196210, Russian Federation.

- prepare flight report upon every flight delay and send it to the Carrier's Operations;
- complete, send flight coupons from the Carrier;
- ensure if all the Post Flight messages (LDM, MVT, ETL) have been sent by Ground Handling Company.

1.2.4 Maintain the Carrier's manuals, circulars, and other relevant operational documents connected with the performance of the services.

1.2.5 (a) Check

(b) Sign

(c) Forward

1.2.6 Effect payment, on behalf of the Carrier, including but not limited to:

(a) airport, customs, police and other charges relating to the services performed.

(c) out-of-pocket expenses, accommodation, transport (upon request)

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

1.3.1

- (a)** Supervise
- (b)** Co-ordinate

1.3.2 Ensure that the third party(ies) is(are) are informed about operational data and Carrier's requirements in a timely manner.

1.3.3 Liaise with the Carrier's designated representative

1.3.4 Verify availability and preparedness of staff, equipment, Loads, documentation and services of the third party(ies) to perform the services.

1.3.5 Meet aircraft upon arrival and liaise with crew.

1.3.6 Decide on non-routine matters

1.3.8 Note irregularities and inform the Carrier.

1.8 Station Management

1.4.1 Provide representative on behalf of the Carrier to act

(b) non-exclusively

1.4.2 The Supervisor is authorized to represent the Carrier's interest with regard to resolving governmental and local authorities matters.

1.4.3 Attend local airport meetings on behalf of the Carrier

(a) report to the Carrier results/contents of the meetings.

1.4.5 Negotiate and secure slot(s) and airport facilities, as available, on behalf of the Carrier.

1.4.6 Liaise with relevant local and Government authorities to ensure that all necessary permits and licenses are applied for, negotiated and secured in advance of each seasonal / operational change.

1.4.7 Perform and report (KPI - key performance indicators) quality/performance measurements

1.4.8 Handle the contents of Carrier's company mail pouches.

SECTION 2. PASSENGER SERVICES

2.1 General

2.1.4 Assist passengers when flights are interrupted, delayed or cancelled.

2.1.7 Handle lost, found and damaged property matters.

SECTION 4. LOAD CONTROL, COMMUNICATIONS AND FLIGHT OPERATIONS

4.4 FLIGHT OPERATIONS — Flight Preparation at the Airport of Departure

4.4.5 (e) Monitor

(1) The Air Traffic Services ("ATS") Flight Plan.

(2) The Carrier's slot time allocation with the appropriate ATS

4.9 FLIGHT OPERATIONS — Crew Administration

4.9.2 Arrange hotel accommodation for crew layover (at additional charge)

(b) non-scheduled

4.9.3 (a) Provide

(b) Arrange

for (at additional charge) (for non-scheduled).

4.9.5 Liaise with hotel(s) on crew call and pick-up timings (for non-scheduled).

4.9.6 (a) Prepare crew allowance forms.

(b) Pay crew allowances.

SECTION 5. CARGO AND MAIL SERVICES

5.1 Cargo and Mail Handling — General

5.1.3 (a) Provide

or

(b) Arrange

for handling services for:

(2) Special shipments

5.1.4 (a) Issue

(b) Obtain Receipt upon delivery of cargo

5.2 Customs Control

5.2.2 Obtain Customs clearance for:

(a) Inbound cargo

(b) Outbound cargo

(c) Transfer cargo

1.5 The Supervisor warrants to provide the following Services:

Quality

- ensure that all quality targets as agreed for respective station are met;
- ensure that service level agreements are adhered to by all service providers;
- ensure and foster required quality awareness throughout daily operation;
- ensure that delivered services are in line with contracted services;
- take corrective actions if quality targets are not met;
- strive for constant quality and service improvements;
- prepare Quality reports if claims upon quality of work provided take place (it includes also claims upon quantity of personnel provided, services provided on time) and send it to the Carrier's OPS, if not included in the Post Flight Reports.

Crew Services

- assist flight crew through immigration process on arrival and departure, guide to baggage claim and proceed to/from the bus of the hotel without delay;
- arrange crew and/or other air company's representatives' accommodation upon request of the Carrier.

Passenger Services

- supervising Ground handling company ensures that passengers receive the best possible service and a professional company image;
- provide the presence of at least 2 (two) qualified supervisors for turnaround flight, [moreover](#) ensure [the presence of](#) Russian speaking staff to handle passenger traffic: check-in and boarding;
- ensure that the check-in counters are open for passengers as follows:
 - Separate counter for business class passengers is a must have;
 - One counter per each economy class 60 passengers booked;
 - Check-in counters to be opened in 180 minutes in advance prior to the scheduled departure of the aircraft;
- ensure that the Carrier's Logo is displayed above the check-in counters and flight No. and destination is clearly visible;
- ensure that updated information on flight arrival departure time is accurately displayed or communicated to passengers / organizations by the Ground Handling Company;
- ensure that staff is available for the duration of check-in procedures to act in the capacity of the Carrier in answering passenger enquiries;
- supervise seat allocation, passenger manifesting, baggage and handbag weighing / size, labeling, loading and unloading of the baggage in accordance with the Carriers agreed procedure;
- act as per any other requirement of the Carrier for Passenger service
- check that the Ground Handling Company's departure control system (DCS) has been updated as per the Carrier's instructions:
 - ✓ correct type of aircraft and configuration;
 - ✓ correct position of cabin divider when applicable;
 - ✓ check with Tour Operator Representative (when applicable) the total pax booked and provide all assistance required;
- ensure that flight is opened in the correct manner to process e-tickets correctly;
- ensure that the Ground Handling Company at any time perform friendly, correct and flexible manner attitude towards the Carrier passenger both at:
 - ✓ check-in counters;
 - ✓ ticket, information and transfer desks;
 - ✓ business class lounge;
 - ✓ point of the embarkation/disembarkation.
- ensure that disabled passenger, infants, unaccompanied children and other special passengers are seated according to the Carrier's instructions;
- check standard and quality of passenger handling;
- ensure Safe Custody of Carrier documents, [for example](#): EBT, MCO, baggage tags, boarding passes etc;
- negotiate and Arrange Catering Services for Passenger & Crew of Carrier's aircraft as per specified Menu and Rates approved by Carrier;
- provide high quality services for VIP & Business class and other priority categories of passengers of Carrier;
- comply with Carrier Rules of Carriage for Passenger, Luggage & Cargo;
- proceed passengers' complaints.
- 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 2 to the Agreement.

- Providing full support in case of delays, irregularity, flight cancellation including passenger informing, arrangement of beverages and meals (provision of vouchers), hotel accommodation, surface transfer airport-hotel-airport (if applicable), control under services for technical flights and other ad-hoc services in full compliance with GHM and instructions of the Carrier.

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 shall have a right to send recommendations concerning passenger departure to the Operations of 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 Ground Handling Company and the Carrier are fully aware about the situation.
- All extra services shall be provided according to the cost standards of the Carrier for provision of assistance to passengers of delayed flights.
- 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's Operations.

Ramp services and equipment

- ensure that the Ground Handling Company has made suitable arrangements with airport authority for aircraft parking;
- ensure that the check-in baggage & Cargo is adequately loaded in the aircraft as per the specifications and guidelines of the Carrier;
- supervise acceptance of cargo and control unloading of arrival cargo delivered to the warehouse;
- supervise all ramp activities required ensuring the aircraft turnaround is punctual, efficient and safe;
- provide full support in case services for technical flights and other ad-hoc support;
- make sure that the ground handler's actions, related to the Carrier's activities, are properly and duly supervised;
- check standard of cleaning;
- check standard of ramp handling;
- ✓ Check that the gate is manned prior to the boarding time;
- ✓ Follow-up the gate announcements;

- ✓ Ensure the gate is closed timely;
- ✓ Ensure timely departure;
- ✓ No-show or denied passengers' baggage shall be removed.
- supervise the loading/offloading of the aircraft.

Customer and operational processes

- ensure delivery of all airport related customer and operational processes in accordance with Carrier's standards and procedures;
- ensure implementation of new procedures, processes or product features and enhancements;
- ensure that irregularities are always handled in accordance with customer and economic considerations;
- active feedback to the Carrier regarding procedures and processes;
- collect all the passenger's claims and send to the Carrier;
- effect Primacy processing of Claims from Carrier's Customer;

Cost awareness

- ensure cost efficient ground handling operation without any compromise to safety standards;
- actively pursue saving potentials.

Safety, security and legal

Ensure that all aspects of the ground handling operation are in accordance at all time with:

- Safety regulations;
- Security regulations;
- Legal regulations.

Soft factors

- ensure and foster awareness of Carrier preferred customer status with all staff involved;
- motivate and encourage other third party supplier to strive for superior quality;
- ensure that the Carrier product policy and core values are acknowledged by staff.

Communication

- maintain a regular communication and feedback with Carrier about all handling aspects;
- assist the Carrier in selecting and establishing contracts and / or credit facilities with relevant authorities and suppliers where ever applicable.
- promote and protect the interests of the Carrier and its clients with suppliers, Government and regulatory agencies at all levels. Particular emphasis is to be placed on those interests in connection with the Airport Authority, Customs, Immigration, Government Ministries e.g. Transport, Finance & Tourism and Air Traffic Control.

1.6 Basic Charges

In consideration of the services described in Paragraph 1 to this Agreement rendered to a single charter flight of the Carrier to Barcelona (two agents), the Supervisor will provide the listed services in Paragraph 1 at the following rates:

Type of fee	Type of the Aircraft	*Charge
Supervision/ Representation Fee	A319, A320, B737-800	

	B777-300 B777-300ER B747-400	
--	---	--

* All charges indicated in EUR and do not include Value Added Tax (VAT).

1.4 The Carrier shall have a right to reduce monthly payment in case of low punctuality on the Supervisor by decreasing the monthly payment for the Supervisor's services in the following amounts:

Flt departure regularity / month / %	Monthly payment decrease / %
90 – 100	0
80 – 89	10
70 – 79	25
Less than 70	50

PARAGRAPH 2 – ADDITIONAL CHARGES

2.1 All services not included in Paragraph 1 of this Agreement will be charged at local rates if applicable.

2.2 All other services and equipment not specifically listed in this Annex B 1.0 will be charged for at the Supervisor's local rates prevailing at the time such services are performed.

2.3 No additional fees or charges shall be levied against the Carrier in relation to any delayed departures, return to ramp or any other such ancillary services, unless the delay is of such nature that it exceeds 24 hours and effectively becomes a new arrival and/or departure.

2.4 No extra charges shall apply to operations taking place at night or during Sundays and holidays.

2.5 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 50% of the respective tariff for a 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.

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 100% of the respective tariff for turnaround flight.

PARAGRAPH 3 – DISBURSEMENTS

3.1 Any disbursements made by the Supervisor on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of __ % (upon results of tender procedures and shall not exceed more than 5%) percent.

The Supervisor shall effect payments on behalf of the Carrier only upon official request of the Carrier.

3.2 All the supporting documents such as invoices from the third parties shall be attached to the invoice issued by the Supervisor.

PARAGRAPH 4 – SAFETY, SECURITY AND PUNCTUALITY

4.1 The Supervisor agrees that for any service required against prescribed timings, time shall be of the essence. However, health, safety and security cannot be compromised under any situation.

4.2 Flight safety must be taken into account in all operations and their support functions. In operational decision-making, flight safety has always higher priority than other factors influencing the decisions.

4.3 Safety and security are an integral part of the responsibilities of all the Supervisor employees working for the Carrier's operation and they shall be familiar with the procedures and precautions and understand the relation of these to their own work. Every employee and any subcontractor in direct or indirect connection to the Carrier's flight operations must commit to the policy.

4.4 The Supervisor will make best endeavors to ensure that regardless of the time of the arrival of the aircraft for which the Supervisor provides services for the Carrier, the service shall be completed in such a manner that the departure schedule is maintained whenever reasonably possible.

PARAGRAPH 5 – STANDARD OF WORK

5.1 Notwithstanding Sub-Article 5.2 of the Main Agreement, the Supervisor will carry out all services in accordance with the Carrier's operating instructions. The Carrier shall make available to the Supervisor all manuals with the relevant operating instructions. The Supervisor also agrees to perform all services in accordance with an agreed service level standard.

5.2 In addition to Sub-Article 5.1 of the Main Agreement, the Supervisor (including any sub-contractors) must have an acceptable level of training in order to meet the requirements and instructions of the Carrier. The Supervisor shall ensure that all personnel assigned to, or directly involved in, ground operations are properly instructed, have demonstrated their abilities in their particular duties and are aware of their responsibilities and the relationship of such duties to the operation as a whole. The security training to the above staff shall meet the requirements of the competent national authority.

5.3 The initial specific training required for the Supervisor to perform the services to the Carrier, shall be provided by the Carrier on complimentary basis to the Supervisor at location(s) and timing to be agreed in the implementation plan of this Agreement. Thereafter the Supervisor shall be responsible for providing training to its employees and shall obtain and keep up-to-date all necessary authorizations in order to the employees of the Supervisor to be able to perform the services under this Agreement in accordance with the requirements and instructions of the Carrier.

5.4 The Supervisor shall have written agreements with all its sub-contractors performing services on the basis of this Annex B1.0, to delegate any of the Services to sub-contractors provided that it shall have obtained the prior written consent of the Carrier, which consent shall not be unreasonably withheld or delayed, it being understood that the Supervisor shall at all times remain responsible to the Carrier for the proper rendering of such Services as if they had been performed by the Supervisor itself.

The Supervisor shall send full list of sub-contractors involved in provision of services according to this Agreement to the Carrier in advance.

5.5 The Supervisor undertakes to admit to the service of flights personnel who have completed training under the programs:

- AVSEC Certification
- Dangerous Goods for Passenger Handling
- Ramp Safety Customer Services
- Human Factors Training
- Passenger Handling

5.6 The Supervisor is responsible for the loss of transportation documents and acceptance of invalid documents. In case of loss of documentation by the Supervisor, the cost of transportation shall be reimbursed at the full current rate in accordance with the number of lost documents, in the absence of information about the lost documents. In case of acceptance for transportation of passengers, baggage, cargo, mail on invalid transportation documents, the Supervisor shall refund the cost of transportation at the full current rate.

5.7 The Supervisor undertakes to compensate the Carrier for any loss caused by the failure of the Supervisor to comply with the instructions of the Carrier. Such loss shall be documentary proved by the Carrier.

PARAGRAPH 6 – SETTLEMENT OF ACCOUNT

6.1 The Supervisor will invoice the Carrier every thirty (30) calendar days not later than on 5th day following the reporting month. Settlement shall be made within thirty (30) calendar days from receiving date of the invoice by e-mail. If the invoices are not settled within the said thirty (30) calendar days, the same shall carry an interest of 0,01% per day until settled. If the Carrier disagrees with any item(s) in the invoice submitted by the Supervisor, it may withhold payment only on that item(s) until a resolution is reached. The remainder of the invoice shall be due and payable per the above Paragraph 1. The Carrier must communicate to the Supervisor its reasons for withholding payment on an invoice item(s). The Carrier shall not deduct any other amount from the invoice for the settlement of claims. Invoices shall be issued in EUR.

6.2 The rates quoted for basic handling and services stipulated Annex B1.0 are subject to an annual price adjustment by the Supervisor starting from the 01st September 2019 and for any subsequent year where this Agreement shall remain into force.

From 01st September 2019 the rates may be adjusted once per year (12 month period) with 100% of the national official inflation for the 12 month period. The Supervisor shall inform the Carrier officially in written (in accordance with Paragraph 15 «AGREEMENT NOTIFICATION») about new rates and provide 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 __% annually.

6.3 Settlement of all invoices in the frames of the present Agreement shall be effected via bank transfer in EUR.

Bank details of the Carrier:

Company name	Rossiya airlines JSC
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.

6.4 Unless otherwise specified under this Agreement, all payment shall be addressed to the Supervisor's Bank:

Company name	
Bank Name:	
SWIFT:	
Acc. transit:	
Acc. current	
Correspondent Bank:	
SWIFT:	

6.5 Hard copies of all invoices under this Agreement shall be addressed to the Carrier at the following address:

Rossiya airlines JSC, Accounting Dept.
196210, Pilotov street 18/4, St.Petersburg, Russia

Scanned copies of all the invoices shall be sent (before the hard copies) to email OKR@rossiya-airlines.com and Contract@rossiya-airlines.com with attention to Expenses Control Department.

Fax: +7 812 633 38 40

Phone: +7 812 6 333 999 ext. 2745

PARAGRAPH 7 – RIGHT TO AUDIT

7.1 The Carrier may, at its own expense, by preliminary written notification (not less than 1 calendar month), conduct an audit (once every two years) of the services provided. Such notification shall contain a description of the areas to be audited. The Supervisor must cooperate with the Carrier and take any necessary corrective actions.

7.2 The Supervisor shall allow the Carrier access at all reasonable times, by appointment, to audit its operation and will make available a copy of all books, records, correspondence, procedures and instructions relating to this agreement.

7.3 The Supervisor will also make available a copy of its training program and staff training qualifications. The Supervisor shall see that all audit findings concerning its operation are executed and corrected within the given time limit.

7.4 The Carrier shall reserve the right to undertake unscheduled monitoring of rendering services by Supervisor without prior notice.

PARAGRAPH 8 – LEGAL COMPLIANCE

8.1 In the provision of the services as a whole the Supervisor agrees to comply with all applicable IATA, ICAO and the Carrier's Ground Operations Manual (GHM) and other instructions, manuals. The Carrier provides access to the "Partners" section of the website www.rossiya-airlines.com (the access to the section will be provided additionally after signing of the Agreement).

8.2 After receiving new instructions, orders, recommendations etc. from the Carrier, the Supervisor within 1 (one) business day sends to the Carrier the confirmation of receipt of the letter and readiness of received documents' execution.

8.3 All events, observations and incidents with a potential effect on flight safety and any errors or omissions found in the material or information provided by the Carrier that become known to the Supervisor shall be immediately reported to the Carrier. The purpose of reporting these is to establish the causes, not to lay blame. However, the Carrier will not accept intentional actions in violation of instructions, procedures or described practices.

PARAGRAPH 9 – CONFIDENTIALITY

9.1 The Parties agree that:

- (a) the manuals and operating instructions provided by the Carrier for the performance of the services,
- (b) the information included in the systems of the Carrier or received through the systems of the Carrier,
- (c) the information regarding the Carrier's systems, software and data security solutions,
- (d) the Carrier's systems used by the Supervisor when providing services to the Carrier,
- (e) the sales information contained in the Carrier's flight documents and all information regarding the Carrier received by the Supervisor in the provision of the services shall constitute the Carrier's Confidential Information without the requirement of designating it as such.

9.2 The Carrier and the Supervisor shall retain the other party's confidential information in the strictest confidence and shall not disclose the confidential information received from the other party except on a confidential basis to its employees, affiliates, agents, consultants or sub-contractors who need to know the same for purposes contemplated by this Agreement and who are bound to preserve the confidentiality thereof.

The Carrier and the Supervisor shall not use any confidential information of the other party except for purposes contemplated by this Agreement.

9.3 The Supervisor shall, immediately upon request of the Carrier, return to the Carrier the confidential information requested by the Carrier and destroy the confidential information specified by the Carrier. Upon termination of this Agreement, each party shall, in accordance with the instructions of the other party, either return to the other party or destroy all confidential information received from the other party. Compliance with the request to destroy the confidential information shall be confirmed in writing to the other party.

9.4 The obligations of confidentiality under this paragraph will not apply to the disclosure of confidential information required to be disclosed by applicable law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority.

PARAGRAPH 10 – DATA PROTECTION

10.1 The Carrier and the Supervisor are each responsible for complying with their respective obligations under the applicable data protection laws governing the Carrier data. The Carrier data shall mean any information relating to an identifiable individual that the Supervisor processes on behalf of the Carrier in performing the services. By executing this Agreement, the Carrier appoints the Supervisor as a data processor of the Carrier data.

10.2 In the provision of the services under this Agreement the Supervisor shall prevent the unauthorized processing, capture, transmission or use of the Carrier data. The Supervisor shall not transfer any Carrier data out of the systems of the Carrier.

PARAGRAPH 11 – GOVERNING LAW AND JURISDICTION

11.1 Any disagreement of opinion and / or dispute claim concerning the scope, meaning construction or effect of this Agreement shall be settled by prompt and friendly consultation between the parties.

11.2 Notwithstanding the provisions of Article 9. of the Main Agreement, the applicable law shall be the law of Spain.

11.3 All disputes, controversies or differences, which may arise between the Carrier and the Supervisor out of or in relation to or in connection with this Agreement, or the breach thereof, shall be finally settled by the Courts of Spain in accordance with the law and jurisdiction of the state.

PARAGRAPH 12 - FORCE MAJEURE

12.1 Both the Carrier and the Supervisor 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 act of God, flood, fire, lightning, war revolution, act of terrorism, riot or civil commotion.

PARAGRAPH 13 – DURATION, MODIFICATION AND TERMINATION

13.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the present Agreement is valid for a period of 5 (five) years, from 01.09.2018 to 31.08.2023 (inclusively). The present Agreement can be terminated without any restrictions at any time by either Party providing with 60 calendar days prior written notice to the other Party.

13.2 Notwithstanding above sub-paragraph 13.1, if in the opinion of the Carrier the Supervisor fails to provide a consistently satisfactory level of service, the Carrier reserves the right to provide the Handling Company with written notice that urgent correction to improve the services level is required within 10 calendar days.

13.3 The total amount of the Agreement during the period 01.09.2018 – 31.08.2023 (inclusively) will not exceed 482 200 EUR (without VAT). Such limitation is fixed for the Carrier's own purposes. This amount is not guaranteed for payment.

13.4 Sub-paragraphs 11.11,11.12 of Main Agreement are not applicable for the present Agreement.

13.5 All modifications of this Agreement must be done in written and signed by both Parties.

13.6 This Agreement is made in two legally equal copies in English, one copy per each Party.

PARAGRAPH 14 - ANTY-CORRUPTION CLAUSE

14.1 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.

14.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 14.1, 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 paragraph 14.1 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 14 (fourteen) calendar days from the date of receipt of the written notification.

14.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 14.1, 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.

PARAGRAPH 15 – AGREEMENT NOTIFICATION

15.1 Any notice required to be given by either Party under this Agreement shall be deemed properly given:

The Carrier	Rossiya airlines JSC
Address	Office B 324, Cargo Complex, Vnukovo Airport, 1C19 Moscow, 119027, Russia
Telephone	+7 (495) 139 76 00 (ext. 5319)

Fax	NA
E-mail	Contract@rossiya-airlines.com ; M.Sukhachev@rossiya-airlines.com
Attn	Contract Division of the Ground Handling Department
The Supervisor	
Address	
Telephone	
Fax	
E-mail	
Attn	Mr. / Mrs.

PARAGRAPH 16 – DISCLOSURE INFORMATION ABOUT BENEFICIARIES

16.1 During 10 days period from the date of signing of this Agreement, the Supervisor shall provide the Carrier with information in respect to all its owners (beneficiaries), including ultimate beneficiaries (holding more than 5% of shares), as well as in respect to structure of executive bodies according to the form of the Attachment 3 to the present Agreement, with all the relevant supporting documentation. In case the above-named information was provided in period till the moment of signing of the current Agreement, the mentioned above obligations on information disclosure of the Carrier will be considered to be executed.

16.2 In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Supervisor shall immediately inform the Carrier of such changes, with all the relevant supporting documentation.

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

16.4 The Carrier is not entitled to disclose any information contained in this Agreement and Attachments to it to third Parties without prior written consent of the Supervisor, unless such information is specifically required by applicable law or by governmental or authorities' regulations, in which case the Supervisor will be notified accordingly.

Signed the
at _____
for and on behalf of:

Rossiya Airlines JSC

Name: Mr. Albert Scherbakov
Title: Deputy General Director
Chief Operating Officer
(POA No _____ from __.__.____)

Signed the
at _____
for and on behalf of:

Name: Mr./Mrs. _____
Title: _____

ATTACHMENT 1 STATION REPORT AND OPERATIONAL MESSAGES



CHECK LIST					
Flight №		Flight Date		A/C Reg.	
Departure airport		Arrival airport		Configuration (C/Y)	
				C00 Y00	
STA		STD		DELAY CODE	
00:00		00:00		00:00	
ATA		ATD		DELAY REASON	
00:00		00:00			
PASSENGER HANDLING					
Booked PAX (C/Y)			Booked meals (C/Y)		
C00 Y00			C00 Y00		
TTL Dep Pax (C/Y)			ADD meals (C/Y)		
C00 Y00			C00 Y00		
ADL	CHD	INF	UM		
00	00	00	00		
Check-in started at:		Check-in completed at:		TTL quantity of the counters	
00:00		00:00		Quantity of Business class counters	
Quantity of immigration counters		VIP Lounge		Business Lounge	
SALES					
EXB, kg		TTL COUPONS		Amount	
Cargo, kg		Mail, kg		TTL Cargo/Mail, kg	
Extra Sale		Quantity PAX	TTL Coupons	Amount	
SPACE+				Currency	
SPACE+ UPPER DECK					
A-ZONE					
FRONT ROWS					
RAMP HANDLING					
Air starter		Y/N		Push-back truck	
De-icing		Y/N		Potable water	
Toilet service		Y/N		Follow-me car	
Fire truck		Y/N		Start moving the aircraft on its own power	
Disembarkation started:		Baggage offloading started:		Buses quantity on arrival	
00:00		00:00		C00 Y00	
GPU started:		GPU completed:		Buses quantity on departure	
00:00		00:00		C00 Y00	
ACU started:		ACU completed:		Stripped the ladder at	
00:00		00:00		00:00	
CLeaning started:		Cleaning completed:		Airbridge connected at	
00:00		00:00		00:00	
Fueling started:		Fueling completed:		SPECIAL SERVICE	
00:00		00:00		AMOUNT	
Baggage loading started:		Baggage loading completed:		COMMENT	
00:00		00:00		BLND	
First baggage delivery on belt:		Last baggage delivery on belt:		DEAF	
00:00		00:00		STCR	
Cargo loading started:		Cargo loading completed:		WCHC	
00:00		00:00		MEDA	
Boarding started:		Boarding completed:		AVIH	
00:00		00:00		PETC	
				Doors closed	
				Buses quantity:	
				5	
DELAYED FLIGHT HANDLING					
SERVICE		QUANTITY	Timing from/to	Amount	
Soft Drinks			00:00/00:00	Currency	
Hot Meals			00:00/00:00		
HOTAC			00:00/00:00		
Transportation from the airport			00:00/00:00		
Buses to the airport			00:00/00:00		
Extras			00:00/00:00		
Particularities/HIR					
On arrival			On departure		
The Check list is made by Supervisor:					

Signed the
at _____
for and on behalf of:
Rossiia Airlines JSC

Name: Mr. Albert Scherbakov
Title: Deputy General Director
Chief Operating Officer
(POA No _____ from _____.____.)

Signed the
at _____
for and on behalf of:

Name: Mr./Mrs. _____
Title: _____

ATTACHMENT 2 Stock Report FIM (EXAMPLE)

Agent _____

period _____

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

Signed the
at _____
for and on behalf of:
Rossiia Airlines JSC

Name: Mr. Albert Scherbakov
Title: Deputy General Director
Chief Operating Officer
(POA No _____ from __.__.____)

Signed the
at _____
for and on behalf of:

Name: Mr./Mrs. _____
Title: _____

ATTACHMENT 3
INFORMATION ON BENEFICIARIES
(HOLDING MORE THAN 5% OF SHARES)

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 _____
for and on behalf of:
Rossiia Airlines JSC

Name: Mr. Albert Scherbakov
Title: Deputy General Director
Chief Operating Officer
(POA No Д-274/17 from 03.07.2017)

Signed the
at _____
for and on behalf of:

Name: Mr./Mrs. _____
Title: _____