

Approved:  
Chairman of the Competition Commission  
A.V. Mazurets

Approval date 

29	12	2021
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### Procurement Documentation

Public request for Competitive selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	29	12	2021	
Date and time for the request receiving completion	21	01	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «26» January 2022			
	Date for summarizing of results «26» January 2022			
Commencement date for providing clarifications on procurement documentation	29	12	2022	
Completion date for providing clarifications on procurement documents	17	01	2022	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Not applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Aviation security services			
Number of lots	1			

<b>Lot № 1</b>					
Name of the Subject-Matter of the Agreement (lot)		Aviation security services			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
50 000	Euro	Not determined	Equivalent unit	52.23.19	52.23.19.190

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	airport Barcelona (BCN), Spain
Term and Payment Procedure for Goods (Work. Service)	Monthly invoices shall be paid within 30 calendar days after factual invoice receipt not later than by the 10th of the month following the reporting month
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Provided: The bidder has the right to submit a draft of counter-agreement in compliance with all mandatory conditions specified in the procurement documentation and draft contract: 1.1, 4.2, 5.2, 5.3, 6.5, 6.12, 7.1, 8.1, 8.5, 9.1, 10.1,10.2

### Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Charge per turnaround flight for 1 Agent Euro / 2 hours
Points Calculation Procedure for Criterion 1	<i>To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the bidders; Soffer – evaluated offer of the bidder; Ki– maximum number of points for criterion</i>
Maximum number of points for criterion 1	60
Name of Criterion 2	Extra security service upon request of the Carrier for 1 Agent Euro / 1 hour
Points Calculation Procedure for Criterion 2	<i>To calculate the points as per the criterions the following formula is applied: Sbasic / Soffer x Ki, where Sbasic– the best (cheapest) from all the offers of the bidders; Soffer – evaluated offer of the bidder; Ki– maximum number of points for criterion</i>
Maximum number of points for criterion 2	40
Total amount	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.

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

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

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by

Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the competitive selection/price selection does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

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

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

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

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

## **2. Procedure for Submission of Requests**

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

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

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

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

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

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

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

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

#### **4. Payment Method for Goods, Work, and Service**

- 4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Closing Provisions**

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

### **Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure.

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

Appendix 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

<b>Request for Participation<sup>1</sup> In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection
Quote: 1. Charge per turnaround flight for 1 Agent _____Euro / 2 hours 2. Extra security service upon request of the Carrier for 1 Agent _____Euro / 1 hour The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-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".
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.

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

<p>4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</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 competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>	
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</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"<sup>5</sup>.</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. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>	
According to the list on	pages
<b>Principal</b>	
(signature) (state initials, last name)	
<i>SEAL</i>	
Date of issuance	
(DD) (MM) (YYYY)	

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

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

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

<sup>3</sup> 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

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

**Contact person**

\_\_\_\_\_ *(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**

No.	Subject-matter of the procurement	Aviation security services		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	<p>Services will be rendered by 1 Security Agent for narrow body aircraft and 2 Agents for wide body aircrafts (but not more than 120 minutes of servicing in case of punctual operations), charged on two-hours basis, and will comprise the Services set forth below:</p> <p>a. Exterior security search of the aircraft (points 8-11 as per the valid Aircraft Security Search List of the Customer, which is provided separately in electronic version)</p> <p>b. Guarding of aircraft parking area Supervision services (as per the attached Agreement draft conditions)</p> <p>*Scope is not guaranteed. The Customer operates flights to BCN on aircraft types A319, A320, B744 on year round basis. Total quantity of turnaround flights is expected to be around 765.</p>	Equivalent unit	Not determined*	No
3	Delivery place of goods, performance of works and provision of services (address)	airport Barcelona (BCN), Spain		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From 01.02.2022 to 31.01.2026		
5	Requirements for acceptance of goods, work, service	Bidder must complete Aircraft Security Search List (points 8-11) for every flight and provide it to the Customer.		

6	<p>Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>All the services must be provided in accordance the Customer's Aviation security standards and procedures (International flights) Rossiya Airlines JSC (presented on the website <a href="http://www.rossiya-airlines.com">www.rossiya-airlines.com</a> section «For Partners») and also ICAO rules (Annex 17 to the Convention on International Civil Aviation «Safeguarding International Civil Aviation Against Acts of Unlawful Interference, The ICAO Aviation Security Manual (Doc 8973 – Restricted).</p> <p>Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results 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 – not applicable.</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>7.1 In accordance with the agreement's draft conditions</p> <p>7.2 Maximum tariff values (limits), offered by the Bidder, must not exceed the rates, prescribed within the table below: Tariff in Euro (as per Art.1.1 of the attached contract draft):</p> <p><b>STANDARD SECURITY SERVICES</b> - Charge per turnaround flight for 1 Agent 33 EUR/ 2hours;</p> <p><b>EXTRA SECURITY SERVICES</b> - Additional security service upon request of the Carrier for 1 Agent 21,87 Euro / 1 hour</p>
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>Guaranteed qualitative service during the Agreement's duration</p>

9	Other necessary information or additional requirements	<p>9.1 The Bidder must have the valid permission from EASA. Its scanned copy must be presented within the application to take part in the tender.</p> <p>9.2 The Bidder must present to the Customer the confirmation in free written form (the letter must be presented within the application to take part in the tender), by which it guarantees:</p> <p>9.2.1 that all its staff has valid airport passes to provide contracted services</p> <p>9.2.2 that it has sufficient number of employees and all necessary means of communication (PC, phone, internet, SITA etc.) to perform the services under the contract</p> <p>9.3 All documents must be presented in Russian or English.</p>
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**STANDARD GROUND HANDLING AGREEMENT No. \_\_\_\_\_  
(Simplified Procedure)**

**ANNEX B 1.0 – LOCATION(S), AGREED SERVICES AND CHARGES**  
To the Standard Ground Handling Agreement (SGHA) of January 2013

Between: **ROSSIYA AIRLINES JOINT STOCK COMPANY**

having its principal office at: 18/4 Pilotov street  
196210 Saint-Petersburg  
Russian Federation

and hereinafter referred to as “the Carrier”

and: Legal Full Name \_\_\_\_\_

having its principal office at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and hereinafter referred to as “the Handling Company”.

The Carrier and/or the Handling Company may hereinafter be referred to individually as “Party” or collectively as “Parties”.

Effective from: 01.02.2022

and replaces: None

This Annex B1.0 for the location: Barcelona Airport (BCN)

**Preamble:**

This Annex B 1.0 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 2013 as published by the International Air Transport Association shall apply to this Annex B 1.0 as if such terms were repeated here in full. By signing this Annex B1.0, the Parties confirm that they are familiar with aforementioned Main Agreement and Annex A.

**Paragraph 1. Handling Services and Charges**

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

**SECTION 1: MANAGEMENT FUNCTIONS**

**1.2. Administrative Functions**

Item: 1.2.3 Prepare, forward, file and retain for a period specified in the Annex B 1.0,

(i) – security

– art. 8-11 of Aircraft Security Search List; filling in of 2 copies – one for each Party of the agreement; search list shall be stored at least 24 hours after ATD).

**SECTION 7: SECURITY SERVICES**

**7.4 Ramp**

Item: 7.4.2 (a) Provide

(1) Searching of

(a) Aircraft (articles 8-11 of the Aircraft Security Search List)

Item: 7.4.2 (a) Provide

(2) Guarding of

(a) Aircraft (Upon request of the Carrier and for an additional charge).

**7.5 Additional Security Services (on request)**

Item: 7.5.1 (a) Provide

additional security services (Upon request of the Carrier and for an additional charge).

**BASIC HANDLING CHARGES**

<b>STANDARD SECURITY SERVICES</b>	<b>MANPOWER</b>
- Searching of Aircraft - (i) – art. 8-11 of Aircraft Security Search List;	<b>1 Agent</b>

- filling in of 2 copies – one for each Party of the Annex B1.0; search list shall be stored at least 24 hours after ATD.	
<b>Charge per turnaround flight for 1 Agent (2 Hours shift).</b> Includes: - Searching of Aircraft (art. 8-11 of Aircraft Security Search List; filling in of 2 copies	_____ EUR

<b>EXTRA SECURITY SERVICES (Upon request of the Carrier)</b>	<b>RATES PER HOUR/ PER AGENT</b>
Additional security services upon request of the carrier. Request must be done at least 24 Hours in advance. Minimum of 1 Hour of service, always will be charged.	<b>1 Agent</b>
Charges per hour / per Agent	_____ EUR

<b>TIMINGS</b>	
-Aircraft Security Search List. (Filling in of 2 copies. One for each Party of the Annex B1.0; search list shall be stored at least 24 hours after ATD.)	1/2 hour prior scheduled time of departure
-Additional security services upon request of the carrier. (Request must be done at least 24 Hours in advance. Minimum of 1 Hour of service, always will be charged.)	Exact time will be agreed when service is requested by the Airline

1.2 In case of diversions of aircraft from its scheduled destination due to any reason and consequent Irregularity handling (i.e. arrange surface transport), a charge of 100% of the standard handling charges is applicable for services provided at the scheduled airport of departure.

1.3 No extra charges will apply for providing the services on legal holidays, Sunday, at night or overnight stops during the agreed hours of operation.

1.4 There will be no charges made for cancelled flights provided that the Carrier has given written notice to the Handling Company's Ops office more than 24 hours prior to the scheduled departure time.

1.5 Any flights cancelled between 24 – 0 hours before scheduled time of departure will be charged at 50% of the applicable handling fee.

1.6 Whenever a flight operates 3 hour or more delayed for reason not caused by the Handling Company, the Handling Company has the right to charge the Carrier for staff cost (including overtime if applicable).

1.7 The Handling Company shall provide security services to the Carrier in accordance with schedules provided by the Carrier.

## **Paragraph 2 – Additional Services and Charges**

2.1 All other services and equipment not included in Paragraph 1 of the present Annex B1.0 will be charged at Handling Company's local rates, prevailing at the time such services are performed.

The reference tariffs are exclusive of VAT.

### Paragraph 3. Disbursements

3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 3%.

### Paragraph 4. Limit of Liability

4.1 Liability and indemnity is in accordance with Sub-Article 8.5 of the Main Agreement and the limit of liability shall be as follows:

Aircraft type	Limit (per incident) USD
A319/A320/B738/	1 000.000,00
B777/B744	1 500.000,00

4.2 Referring to sub-paragraph 8.6 of the Main Agreement, the Handling Company shall only be liable for direct losses (other than lost profits) resulting from a negligent act or omission that could have been avoided had the procedures been followed. Notwithstanding sub-paragraphs 8.5 and 8.6 of the Main Agreement, amounts of less than USD 3 000 and less than USD 500 shall also be subject to refund.

### Paragraph 5. Area of Responsibility, Service Levels and Standards, General Obligations

5.1 The area of responsibility is the Airport of Barcelona.

5.2 Notwithstanding sub-article 5.2 of the Main Agreement the Handling Company will carry out all services in accordance with the Carrier's Ground Operation Manual (GOM) and instructions. The Carrier shall make available all manuals to the Handling Company with the relevant operating instructions, in absence of which the Handling Company shall carry out all services in accordance with its own standard procedures. The Handling Company shall refuse to comply with Carrier's instructions if compliance would constitute an infringement of any respective applicable law or any administrative decision, or it would jeopardize the safety or property of any third person.

5.3 In addition to sub-article 5.8 of the Main Agreement the Handling Company will carry out the services in accordance with all mandatory rules, regulations, legislation, and in compliance with the Ground Operation Manual (GOM) of the Carrier, IATA's Airport Handling Manual, the Handling Company's own standard operating procedures and any other standards specified in this Agreement. Where more than one standard applies, the Handling Company shall comply with the most stringent standard. In case of violations and failures in the work of Handling Company, the Carrier reserves the right not to pay, partially pay and apply penalties for such inappropriate services provision.

5.4 The Handling Company shall perform the services in accordance with Article 5 of the Main Agreement and the Service Levels (SLA) and Standards. In default of SLA the Handling Company shall carry out all services in accordance with its own standard procedures.

5.5 The Handling Company in its performance is oriented on the following targets:

- no delays on the Carrier's flight departures due to the fault of the Handling Company staff – 100%;
- on-time the Handling Company's staff arrival to board of the Carrier's aircraft – 100%.

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

5.7 Handling Company's security training program shall at all times, include initial and recurrent training which shall be in accordance with the civil aviation security program and any other regulatory authority. The security training program shall have a balanced curriculum of theoretical and practical training to ensure that:

i) personnel who implements security controls have the competence to perform their duties

ii) operational personnel, through security awareness training, are acquainted with preventive measures in relation to passenger, baggage, cargo, stores and so forth, so that they may be able to contribute to the prevention of illegal acts

iii) personnel follows the Carrier's rules, standards and security program within the granted access to the Carrier's website, section «For partners» on [www.rossiya-airlines.com](http://www.rossiya-airlines.com) (if not advised another in written). The login and password will be produced to the Handling Company as Annex B1.0 is mutually signed by Parties.

5.8 The Handling Company will be rendering the services in accordance with the provisions of the present Annex B1.0 and demonstrating the appropriate care, skill and diligence reasonably expected from people specialized in the provision of security services and depending on the Carrier's needs and instructions.

5.9 Upon performance of the present Annex B1.0, the Carrier will notify the Handling Company of its approved Security Plan (or relevant parts thereof), its security policy, as well as any applicable Requirements provided for by Law Itself (i.e. rules and regulations issued by the Government or governmental bodies).

5.10 The Handling Company will be keeping records of the activities performed in relation to the provision of the Services, which will be communicated to the Carrier upon request.

5.11 Both Parties acknowledge that all the information exchanged (e.g. Annex B1.0 commercial conditions, stations profiles, quality and other manuals, operating procedures, standards, records, reports etc) will be kept in a spirit of strict confidentiality. The aforementioned obligation regarding confidentiality will remain in full effect even after the expiry of the present Annex B1.0 and can be disclosed only with the written approval of the counterparty (if not required by law).

5.12 The Carrier reserves the right to send official claims (included but not limited to financial claims) to the Handling Company if case of proven poor performance.

## **Paragraph 6. Settlements of Accounts**

6.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, The Handling Company will invoice the Carrier every thirty (30) calendar days not later than on 10<sup>th</sup> day following the reporting month. The Carrier shall pay the Handling Company by bank transfer within 30 calendar days after the receipt of factual invoice.

6.2 All payments shall be made in EUR, all invoices shall be issued in EUR.

6.3 All rates are VAT and all applicable taxes and obligatory fees of the country where the services are provided exclusive.

6.4 All the invoices scanned copies must be sent to the email of the Carrier's Accounting Department not later than before the 10<sup>th</sup> day of the month next to the invoiced: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com)

6.5 SWIFT payment instruction – SHA (SHARED), bank charges will be paid according to the SHA code - this means that the payer pays his bank's commission and the fees of the banks involved in the payment, if any, will be charged from the transfer.

6.6 Each invoice must include the date and number of invoice as well as bank details of both parties, as well as the attachment with all the flights handled details. The Handling Company shall attach all the additional documents required such as invoices of the 3rd Parties, requests for provision of additional services and etc.

6.7 The rates may be adjusted annually on the date of signing the contract (once per 12-month period). The Handling Company shall inform the Carrier officially in written (in accordance with Paragraph 8 «Notification») about new rates and a copy of the official publication source contained mentioned information with economic indicators at least 35 calendar days before they come into effect. This notification shall contain information about new rates and the date they come into effect. Revisions may take place annually according to the positive CPI factor of the previous year. In the case of negative CPI factor revision of rates is not possible. Such price adjustment cannot be more than 2% annually.

6.8 **The Handling Company's bank details:**

Company's name

Address: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank address: \_\_\_\_\_

SWIFT: \_\_\_\_\_

Account number: \_\_\_\_\_

**The Carrier's bank details:**

Company name: «Rossiya Airlines» joint stock company

Address: 18/4 Pilotov street, 196210 Saint-Petersburg, Russian Federation

Currency: EUR

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

SWIFT: SABRRUMM

Acc. transit 40702978455001000080

Acc. current 40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

6.9 Term of invoices issuance is limited to 6 months after the end of this Agreement.

6.10 The Carrier is obliged to pay the invoices issued in accordance with paragraph 6.1, in case of violation of the terms of the invoice by the Handling Company, the Carrier has the right not to pay such invoices. The Carrier shall communicate and verify to the Handling Company the reason for not paying the invoice

6.11 The Handling Company reserves the right to charge interest at the rate of 0,5% per month for unreasonable delay in payment starting from the invoice became due and until its payment in full.

6.12 In the event of any difference pertaining to the sums invoiced by the Handling Company, the Carrier must notify the Handling Company in writing of the reason for disputed sum along with appropriate justification. Claims and disputes must be made in written within 30 calendar days period from the date of invoice receipt.

#### **Paragraph 7. Subcontracting services**

7.1 The Handling Company have no rights to subcontract to third parties the services listed in paragraph 1 and the obligations undertaken under this Agreement.

#### **Paragraph 8. Arbitration, Jurisdiction, Applicable Law**

8.1 Notwithstanding Article 9 of the Main Agreement, the Handling Company and the Carrier agree that in the event of disagreement or dispute concerning the scope, meaning, construction or effect of this agreement, the Parties shall take every effort to resolve the dispute amicably through negotiations or resolve through the arbitration of Saint-Petersburg first.

8.2 It is provided for hereby that any dispute may be resolved by exchange of written claims and responses thereto.

8.3 The claims made in a proper manner shall be sent to the email address of the Carrier: [contract@rossiya-airlines.com](mailto:contract@rossiya-airlines.com) or to the address of the Handling company: \_\_\_\_\_ . The original claim shall be sent to the address of the addressee thereof either by registered mail with return receipt requested or by a courier with the delivery thereof to the addressee against signed receipt.

8.4 Upon receipt of the claim, the Handling company shall within 5 (five) business days, send the Carrier a confirmation of the claim examination. The Handling company shall examine the claim and give response thereto in writing on the merits of the dispute (confirm the consent for the claim to be fully or partially satisfied, or inform about a total or partial dismissal thereof, specify the reasons for the decision made) no later than 15 (fifteen) working days from the date of the claim receipt.

8.5 The Main Agreement shall be constructed in accordance with and governed by the laws of Russian Federation, and in the event of any dispute the courts of Saint-Petersburg shall have exclusive jurisdiction.

#### **Paragraph 9. Right to Audit**

9.1 The Carrier may audit at its own cost the provided services at least once in two years by sending a prior official written notice to the Handling Company 15 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited within the contract and the detailed agenda. The Handling Company shall cooperate with the Carrier and will undertake any justified corrective actions required. The Carrier shall provide the official audit/monitoring report in English to the Handling Company not later than in 30 working days after the audit/monitoring.

9.2 The Carrier may exceptionally (i.e. in case there is a special reason for it) at its own cost undertake unscheduled monitoring of rendering services by the Handling Company without prior notice, without the unnecessary disturbance of Handling Company's operations and regular business activity.

#### **Paragraph 10. Duration, Modification and Termination**

10.1 Notwithstanding the provisions of Sub-Article 11.4 and 11.5 of the Main Agreement, the Agreement enters into force from 01<sup>st</sup> February 2022 and is valid until January 31<sup>st</sup> 2026, and can be terminated at any time by either Party, providing with 60 days' prior written notice to the other Party.

10.2 The total amount of the Agreement during the period of its validity as per Sub-paragraph 10.1 of the present Annex B 1.0 shall not exceed 50 000 Euros (without obligatory taxes and fees which can be charged or not charged in accordance with applicable tax laws of the parties, the parties will pay taxes payable in their respective jurisdictions and have no obligation to pay any other taxes). Should the mentioned taxes, fees (as per the law of Spain) be collected the total amount of the Agreement would not exceed 60 500 Euros. This limitation is fixed for the Carrier's own purposes only. Nevertheless the mentioned amount is not deemed by the Parties as a compulsory amount to be paid. Notwithstanding to any provisions of Article 11 of the Main Agreement in case of factual excess of the mentioned total amount (without taxes) the Agreement is considered to be terminated if the appropriate addendum was not signed.

10.3 All modifications of this Agreement must be done in written and signed by both Parties, and shall be notify before effective date 30 days. Notifications regarding changes of bank details, addresses, managers, contact telephones and other related information from one Party to other Party can be made in written without signing by both Parties.

10.4 The Handling Company shall not be entitled to change the material conditions of this Annex B1.0 (subject, scope, period of validity) during its validity period on the Handling Company's initiative. In case the Handling Company unilaterally changes the material conditions of the Annex B1.0, the Carrier may demand payment of a penalty in the amount of 5 000 (Five thousand) EUR.

## **Paragraph 11. Notification**

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

To the Carrier: Rossiya Airlines JSC  
Pilotov Street 18/4  
Saint Petersburg 196210  
Russia  
Attn. Contract Agreement Devision  
Tel: +7 495 139 76 00; +7 812 6 333 999  
E-mail: [contract@rossiya-airlines.com](mailto:contract@rossiya-airlines.com)

To the Handling Company: \_\_\_\_\_  
\_\_\_\_\_  
Attn. \_\_\_\_\_  
Tel.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **Paragraph 12. Unforeseen circumstances clause (Hereinafter FMC), Force majeure clause**

12.1 None of the parties will be liable for failure to fulfill their obligations under the Agreement on time, if the failure is a consequence of force majeure circumstances, that is, extraordinary and

unforeseen circumstances arising during the period of the Agreement, for which the party affected (hereinafter referred to as the Affected Party) cannot really influence and which it could not really foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and hostilities, blockades, ban on imports or exports, changes in legislation). Fires and strikes are recognized as the force majeure if they are not the result of a guilty and/or negligent act/omission of the Affected Party and/or persons controlled by it (employees, contractors, consultants and others). Malfunctions/interruptions in the operation of equipment and/or software used by the Affected Party, damage to lines and/or communication facilities are the force majeure only if they are caused by the action of natural and/or man-made factors and are not the result of a guilty and/or reckless action/inaction of the Affected Party and/or third parties.

12.2 The Affected Party is obliged to immediately, but no later than 7 (seven) calendar days from the onset of the force majeure, notify the other party in writing thereof, the expected validity period, if possible, assess their impact on the performance (including the performance period) of obligations under the Agreement, except in cases where such notice is impossible due to the action of such circumstances. Upon termination of the force majeure, the Affected Party is obliged to notify the other party thereof within the same time frame, indicating the expected date of performance of obligations hereunder.

12.3 The absence or untimely notice of the force majeure deprives the Affected Party of the right to be exempt from liability for failure to fulfill obligations hereunder.

12.4 At the request of the other party, the Affected Party is obliged to provide an official document issued by a competent government authority or organization, confirming the fact of the occurrence of events that are force majeure.

12.5 The emergence of force majeure extends the term for fulfilling the obligations under the Agreement for a period corresponding to the duration of the specified circumstances, taking into account a reasonable period for eliminating their consequences, unless the Parties have agreed otherwise.

12.6 If the force majeure and their consequences continue for more than 30 (thirty) calendar days, then each of the parties has the right to unilaterally extra judicially demand termination of the Agreement.

### **Paragraph 13. Warranties and representations**

13.1 Each Party represents and warrants to the other Party that:

- the conclusion and/or performance of the Agreement by the Party is not in conflict with laws, regulations of public authorities and/or local government, local regulations of the Party, or court decisions;
- The Party has obtained all authorizations, approvals and consents necessary for it to enter into and/or execute the Agreement (including in accordance with the applicable laws of the Russian Federation or the Party's constituent documents);
- The Party is not insolvent or bankrupt, is not in the process of liquidation, has not had its assets seized or suspended for the performance of the Agreement;
- The Party shall possess the appropriate authorizations (licenses, etc.) entitling it to fulfil its obligations under the Agreement;
- before signing the Agreement, the Party has studied the Agreement, understands the meaning and scope of all its provisions, including the terms and conditions on the manner and extent of liability incurred for non-performance/undue performance of its obligations, and, acting of its

will and in its interest, fully accepts and unconditionally accepts all its terms, including the amount of fines and penalties;

- The Agreement shall be signed by a person authorized to do so in accordance with the law and the Party's constitutional documents.

In addition, the Agent shall represent and warrant to the Carrier that it is aware of the importance and significance for the Carrier of the conclusion and proper performance of this Agreement as well as of the possible negative consequences for the Carrier in case of non-performance/undue performance of the obligations undertaken by the Agent under the Agreement.

All the above representations of circumstances are material to the conclusion, performance or termination of the Agreement and the Parties will rely on them.

13.2 The Party that has given false representations about the circumstances shall be liable to compensate the other Party, upon its request, for the documented losses caused by the false representation.

13.3 The Party who has relied on untrue representations by the other Party, which are material to it shall also have the right to withdraw from the Agreement in addition to the claim for damages or liquidated damages.

#### **Paragraph 14. Anti-Corruption Clause**

14.1 While performing their obligations under this Annex B1.0, the Parties, their employees shall abstain from paying, proposing to pay or allowing the payment of any money or values, directly or indirectly, to any persons to influence the actions or decisions of those persons in order to acquire any illegal advantages or to achieve other illegal purposes.

While performing their obligations under this Annex B1.0, the Parties, their employees shall not exercise actions, which are qualified under the law applicable to the Annex B1.0 as giving /accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings.

14.2 If either Party has suspicions that a violation of any provisions of clause 14.1 occurs or may occur, such Party shall immediately notify the other Party thereof in writing. In the written notice the Party shall refer to the facts or provide the materials, which reliably confirm or suggest that violation of any provision of clause 14.1 by the other Party, its employees has occurred or may occur in the form of actions qualified under the applicable law as giving or accepting a bribe, commercial bribery, illegal gratification, abuse of authority, as well as other actions that violate the requirements of the applicable law and international instruments on countering legalization (laundering) of illegal earnings. After receipt of a written notice, the Party, to which the notice is addressed, shall send the confirmation of the fact that no violation has occurred or will occur. The confirmation shall be sent within 30 (thirty) calendar days of the written notice receipt date.

14.3 In the event of violation by either Party of the obligation to refrain from the actions set forth in clause 14.1, the other Party may unilaterally terminate the Annex B1.0 out of court, having sent a notice of termination in writing. The Annex B1.0 shall be deemed terminated upon expiry of 30 (thirty) calendar days of the date of receipt by the Party of a respective Annex B1.0 termination notice in writing. The Party, which has initiated termination of the Annex B1.0 in accordance with the provisions of this clause, may claim reimbursement of actual damage incurred as a result of such termination of the Annex B1.0. The damage reimbursement period shall be 30 (thirty)

calendar days of the date of receipt of a respective claim of the Party, which has initiated termination of the Annex B1.0.

### **Paragraph 15. Confidentiality**

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

### **Paragraph 16. Information on Beneficiaries**

16.1 In accordance with the governmental instructions of the Russian Federation dated December 28th 2011, Not later than the date of signing of this Annex B1.0, the Handling Company 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 Annex B1.0 to the present Annex B1.0, with all the relevant supporting documentation. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Handling Company shall immediately inform the Carrier of such changes, with all the relevant supporting documentation.

16.2 Both the Handling Company and the Carrier undertake that in their data processing operations during the term of this Annex B1.0 they will fully comply with the effective statutory regulations on data protection (even after any amendment to such regulations), including, General Data Protection Regulation. The Parties further state that the legal basis of data processing during the term of this Annex B1.0 will be the performance of this Annex B1.0 and – unless otherwise provided by law – they will process the data during the term of this Annex B1.0.

### **Paragraph 17. Final provisions**

17.1 This Appendix B1.0 is drawn up in two original copies in English, each having the same legal force, one for each of the Parties.

17.2 Neither Party may assign its rights and obligations hereunder to any third party without written consent of the other Party.

17.3 The following Attachments shall be an integral part of this Annex B1.0:

17.3.1 Aircraft security check/Search List;

17.3.2 Attachment 2 – Formular “Counterparty Data”.

**Signed the**  
**At Saint-Petersburg**  
**For and on behalf of**  
Rossiya Airlines JSC

**Signed the**  
**At \_\_\_\_\_**  
**For and on behalf of**  
\_\_\_\_\_

\_\_\_\_\_  
**By:** Andrei Ordinov  
**Position:** General Director Deputy - COO  
**(POA No. Д-410/21 dated 26.11.2021)**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Position:** \_\_\_\_\_

**ATTACHMENT 1 Aircraft Security Search List**

Aircraft Security Search List (in accordance with Reg. 300/2008 EU, 2015/1998 EU) Карта досмотра ВС						
FLIGHT ARRIVED FROM (Откуда прибыл рейс)	TYPE, BOARD № of the A/C (Тип, бортовой номер ВС)	FLIGHT NO: ____ / ____ (Номер рейса)	DATE: ____ / ____ / 20____ (Дата)	AIRPORT (Аэропорт)	FLIGHT TO: (Рейс в.)	TIME OF PERFORMANCE Start/Finish  ____ / ____ (Время проверки начало/окончание)
<p>Aircraft security search of the interior of aircraft shall consist of an examination of all of the areas marked with (I), when they are accessible without the use of tools, keys or other aids, without breaking seals, and where a prohibited article could reasonably be concealed. If irregularities occur, please inform appropriate authorities/corporate security</p> <p>(Внутренний досмотр ВС должен состоять из проверки мест обозначенных (I) в случае, если они доступны без использования инструментов, ключей или других вспомогательных приспособлений, без повреждения пломб и где запрещенный предмет может быть вероятнее размещен. В случае выявления нарушений, пожалуйста, информируйте соответствующие власти либо службу безопасности)</p>					FULFILMENT (выполнение)	NAME (ФИО ответственного)
						SIGNATURE (Подпись)
1	(I) Overhead bins (Верхние полки)				<input type="checkbox"/>	
2	(I) Cupboards and storage compartments, including crew storage areas (Осмотр доступных мест – гардеробы, служебные отсеки и ниши, включая места размещения имущества экипажа)				<input type="checkbox"/>	
3	(I) Areas to which passengers have private access, including toilet compartments, showers, bathrooms (Области, к которым пассажиры имеют личный доступ, включая туалеты, душевые кабины, санузлы)				<input type="checkbox"/>	
4	(I) Cupboards, storage compartments, bars, refrigerators and bins in galley areas (Шкафы, служебные отсеки, бары, холодильники и полки в бортовых кухнях)				<input type="checkbox"/>	
5	(I) Seat pockets (Карманы кресел)				<input type="checkbox"/>	
6	(I) Areas that exist under seats, between seats and between the seat and the wall (Область под креслами, между креслами и между креслом и стеной)				<input type="checkbox"/>	
7	(I) Flight deck, if left unattended (Кабина экипажа, если оставлялась без присмотра)				<input type="checkbox"/>	
8	(E) Aircraft holds, unless sealed (Багажно-грузовые отсеки, в случае, если не были опломбированы)				<input type="checkbox"/>	
9	(E) Items contained within the hold, if accessible without the use of tools, keys or other aids, without breaking seals, and where a prohibited article could be reasonably concealed (Оборудование в багажных отделениях, если доступно без использования инструментов, ключей или других вспомогательных средств, без повреждения пломб, а также места, в которых обоснованно можно предположить размещение запрещенных предметов)				<input type="checkbox"/>	
10	(E) Aircraft service panels and service hatches, if accessible without the use of tools, keys, stairs or other aids, without breaking seals, and where a prohibited article could be reasonably concealed (Сервисные панели, лючки, если они доступны без использования инструментов, ключей, лестниц или других вспомогательных средств, без повреждения пломб, а также места, в которых обоснованно можно предположить размещение запрещенных предметов)				<input type="checkbox"/>	
11	(E) Wheel wells, if accessible from the ground without the use of stairs or other aids (Ниши шасси, если они доступны с земли без использования лестниц или других вспомогательных средств)				<input type="checkbox"/>	
12	(I) Between 5 % and 10 % of lifejacket pouches (От 5 по 10 процентов мест хранения аварийно-спасательных жилетов)				<input type="checkbox"/>	
Inspection performed by: The Carrier Staff <input type="checkbox"/> Security staff <input type="checkbox"/> Crew <input type="checkbox"/> Other <input type="checkbox"/>						
(Контроль произведен) (Работники авиакомпании) (Сотрудники авиационной безопасности) (Экипаж) (Другие)						
Exterior areas E (внешние зоны ВС), Interior areas I (внутренние зоны ВС)						
Pilot-in-command's Name (in block letters): (Имя командира) (печатными буквами)					Signature: (Подпись)	

Form has to be kept on trip file and must be made available to local CAA on request  
(Оригинал карты должен храниться с полётной документацией летного экипажа и предъявляться местным органам надзора в сфере ГА по требованию)

Items 8-11 are to be searched and filled-in by Handling Company

Signed the  
At Saint-Petersburg  
For and on behalf of Rossiya Airlines JSC

Signed the  
At \_\_\_\_\_  
For and on behalf of \_\_\_\_\_

By: Andrei Ordinov

By: \_\_\_\_\_

Position: General Director Deputy - COO  
(POA No. Д-410/21 dated 26.11.2021)

Position: \_\_\_\_\_

**ATTACHMENT 2 Formular "Counterparty Data" (EXAMPLE)\***

Total amount of the Agreement	Agreement'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

\* 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 Saint-Petersburg**  
**For and on behalf of Rossiya Airlines JSC**

**Signed the**  
**At \_\_\_\_\_**  
**For and on behalf of \_\_\_\_\_**

\_\_\_\_\_  
**By: Andrei Ordinov**  
**Position: General Director Deputy - COO**  
**(POA No. Д-410/21 dated 26.11.2021)**

\_\_\_\_\_  
**By: \_\_\_\_\_**  
**Position: \_\_\_\_\_**

**Substantiation of the initial (maximum) price (hereinafter – “IMP”) of the contract (lot price), the price of the contract concluded with the sole supplier (contractor, subcontractor), or the price of a unit of goods, work, services, including information on transportation costs, insurance, payment of customs duties, taxes and other mandatory payments.**

Aviation security services provision  
(Subject-matter of the contract)

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Aviation security services provision  
(Subject-matter of the procurement)

<b>№</b>	<b>Key indicators</b>	<b>Information to fill in</b>
1.	The method (methods) used for determining the IMP and the substantiation for its application	Market analysis method
2.	The calculated value of the IMP	50 000 EUR
3.	Specify the details of commercial offers <sup>4</sup>	Bidder 1: no ref. from 18/11/2021 Bidder 2: no ref. from 09/12/2021
4.	List of applications	Attachment 1

Calculation procedure: see Attachment 1.

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<sup>4</sup> Information about potential suppliers who have provided the commercial offers is not specified.

**Attachment No. 1**

**CALCULATION OF THE IMP BY THE MARKET ANALYSIS METHOD**

№	The name of each unit of goods, work, services	unit of measurement	Quantity	VAT rate, %	Information about market prices per unit of measurement in EUR, without VAT/ with VAT		The arithmetic average price per unit of measurement	Total price in EUR, without VAT/ with VAT
					offer № 1	offer № 2		
1	2	3	4	5	6	7	8	9
1.	Basic tariff for narrow body Aircraft	flight	593	0	60,00	33,00	33,00	21 074,59
2.	Cost for wide body aircraft	flight	172	0		33,00 x 2	66,00	12 232,15
	<b>TOTAL</b>	<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>			<b>33 306,54</b>

The total cost, Euro excluding VAT, taking into account the potential increase in costs and annual inflation (+5% x 4 years) plus error for extra services and frequency increase (+50%) is:  $33\ 306,54 * 1.2 * 1,5 = 49\ 959,82$  Euro excluding VAT, rounded to 50 000,00 Euro excluding VAT.

**NOTES:**

(\*): There are three suppliers on the market, Commercial offers were received from two suppliers. The quotation of Bidder 1. does not meet the required scope of services of the Customer.

(\*\*): The Request for Proposals was carried out via e-mail.

(\*\*\*): Calculation was performed for Narrow body aircraft based on Frequency Plan 2022, for Wide body aircraft based on Flight Schedule Summer 2019.