

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

Approval date

21	01	2022
----	----	------

Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date for the requests receiving commencement	21	01	2022	
Date and time for the request receiving completion	07	02	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 09.02. 2022			
	Date for summarizing of results 09.02. 2022			
Commencement date for providing clarifications on procurement documentation	21	01	2022	
Completion date for providing clarifications on procurement documents	01	02	2022	
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	Cargo & mail handling at Sofia airport (SOF), Bulgaria			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Cargo & mail handling at Sofia airport (SOF), Bulgaria			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
16 110	EUR	Not determined	standard unit	52.29	52.24.19.110

Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services	Sofia airport (SOF), Bulgaria
Term and Payment Procedure for Goods (Work. Service)	Terms of credit require payment 30 calendar days from date of invoice (invoice is sent on the date of issuance, via e-mail, and not later than by the 10th of the month following the reporting month), delays are subject to invoice non-acceptance to payment
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 No.1	
Name of Criterion 1	Charge rate for cargo handling Export/Import, EUR/per 100 kg
Points Calculation Procedure for Criterion 1	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 1	80
Name of Criterion 2	Charge rate for Mail handling Export/Import, EUR/per 100 kg
Points Calculation Procedure for Criterion 2	To calculate the points as per the criterions the following formula is applied: - Sbasic / Soffer x K, where - Sbasic– the best (cheapest) from all the offers of the participants; - Soffer – evaluated offer of the participant; - K – maximum number of points from the box in the right, in front of the chosen criterion
Maximum number of points for criterion 2	20
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.

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.

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection
Quote: <ol style="list-style-type: none"> 1. Charge rate for cargo handling Export/Import, _____ EUR/per 100 kg. 2. Charge rate for Mail handling Export/Import, _____ EUR/per 100 kg. <p>The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.</p>
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-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

¹ 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"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. 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>	
<p>11.3. The Bidder must have the license to provide cargo & mail handling at Sofia airport (in accordance with Lot participation) and shall provide it to the Customer within application submission.</p>	
<p>11.4. The Bidder must present to the Customer the confirmation in free written form (with signature and stamp), by which it guarantees that all its staff has valid airport passes to provide handling of Customer's flights in Sofia airport (in accordance with Lot participation). The letter must be presented by the Bidder as part of the application to take part in the bidding procurement.</p>	
<p>All documents must be presented in Russian or English.</p>	
<p>According to the list on</p>	<p>pages</p>
<p>Principal</p>	
<p>(signature) (state initials, last name)</p>	
<p>SEAL</p>	

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	_____

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

Primary Business _____	
Included in the small and medium businesses ³ _____	
OKPO _____	
OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding 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	

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

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	Cargo & mail handling at Sofia airport (SOF), Bulgaria		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Cargo & mail handling*	standard unit	Not determined	no
3	Delivery place of goods, performance of works and provision of services (address)	Sofia airport (SOF), Bulgaria		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From the date of signing – 30.06.2024.		
5	Requirements for acceptance of goods, work, service	Participant will send to the Customer once per month the performance report in free form via e-mail.		
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</p> <p>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</p>	<p>The services must be performed in accordance with internal manuals and instructions of the Customer (documentation in Russian and English; access to documentation will be provided on request of the participant) and in accordance with requirements and recommendations of ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air, Doc 9284 AN/905; IATA «Airport Handling Manual» in current edition; IATA «Dangerous Goods Regulations» in current edition; IATA «Perishable Cargo Regulations» in current edition.</p> <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</p> <p>Federation on standardization, other requirements</p>		

	provided with the customer needs	related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided – not applicable.
7	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>7.1 The price should be formed on the basis of the terms of the draft contract.</p> <p>7.2 The maximum tariff values (limits) offered by the participant shall not exceed the following values:</p> <ul style="list-style-type: none"> • Handling charge for General cargo and ULD Handling Export/Import per 100 kg, offered by the bidders, cannot exceed the limits fixed by the Customer (without VAT) – 3,25 EUR; • Handling charge for Mail handling Export/Import per 100 kg, offered by the bidders, cannot exceed the limits fixed by the Customer (without VAT) – 4,25 EUR; • Handling charge for X-ray services is included in General Cargo and ULD Handling Export/Import
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	Guaranteed quality of services during the period of services

9	Other necessary information or additional requirements	<p>General requirements to the Handling Company:</p> <p>9.1 The Bidder must have the license to provide cargo & mail handling at Sofia airport (in accordance with Lot participation) and shall provide it to the Customer within application submission.</p> <p>9.2 The Bidder must present to the Customer the confirmation in free written form (with signature and stamp), by which it guarantees that all its staff has valid airport passes to provide handling of Customer's flights in Sofia airport (in accordance with Lot participation). The letter must be presented by the Bidder as part of the application to take part in the bidding procurement.</p> <p>9. All documents must be presented in Russian or English.</p>
---	--	--

*	<p>Kind of service:</p> <p>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 (SGHA 2013):</p> <p>SECTION 1 – Management Functions</p> <p>1.1 Representation</p> <p>1.1.2 Liaise with local authorities</p> <p>1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier</p> <p>1.2 Administrative Functions</p> <p>1.2.1 Establish and maintain local procedures</p> <p>1.2.2 Take action on communications addressed to the Carrier</p> <p>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 areas</p> <ul style="list-style-type: none"> f) Cargo services g) Mail services h) Support services i) Security (cargo and mail handling only)
---	--

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

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

Airport, customs, police and other charges relating to the services performed. (upon written request from the Carrier)

1.3 Supervision and/or Co-ordination (only related to cargo and mail)

1.3.4 Liaise with the Carrier's designated representative

1.3.5 Verify availability and preparedness of personnel, equipment, Loads, documentation of third party(ies).

1.3.8 Verify dispatch of operational messages

1.3.9 Note irregularities and inform the Carrier

SECTION 3. RAMP SERVICES

3.6.5 (a) Provide or arrange equipment for assembly and transport of

2. Cargo

3. Mail

4. Cargo documents

Between agreed points (from the warehouse to the Ramp Handler). **Ramp transportation provided by the ramp handler**

SECTION 4 – Load Control & Flight operations

4.1 Load Control

4.1.2 (a) Process

(b) Sign

Documents and information, including but not limited to, loading instructions, load and trim sheets, Captain's load information and manifests where;

(2) Handling Company is performing inputs/updates when Load Control is performed by the Carrier or third party

4.2 Communications

4.2.2 (a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier's originator code or double signature procedure

(b) Inform the Carrier's representative of the contents of such messages.

SECTION 5 – Cargo & Mail Warehouse Services

5.1 Cargo and Mail Handling—General

5.1.1 (a) Provide

1. Warehouse and storage facility(ies)
2. Warehouse handling equipment
3. Warehouse handling services
4. General cargo
5. Special shipments
6. Specialized cargo products
7. Post Office mail
8. Diplomatic mail
9. Diplomatic cargo
10. Company cargo/material

5.1.2 (a) Issue

(b) Obtain

(c) Make available to Carrier Receipt upon delivery of cargo

5.1.3 Take action to

- (a) prevent theft or damage to the Carrier's cargo and mail in custody of the Handling Company
- (b) Prevent theft or unauthorized use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items

5.2 Customs Control

- 5.2.1 (a) Prepare Customs documentation
- (b) obtain Customs clearance
- (c) place cargo under Customs control
- (d) present to Customs cargo for physical examination for
 1. Inbound cargo
 2. Outbound cargo
 3. Transfer cargo

5.3 Document Handling

- 5.3.1 (a) Prepare air waybill

- (b) Check all documents to ensure shipment may be carried. The check shall not include the rates charged.
- (c) Check security status for the shipment(s) concerned and take action as per Carrier's instructions
- (d) Obtain capacity/booking information for the Carrier's flights.
- (e) Split air waybill. Forward applicable copies of manifests and airway bills to the Carrier.
- (f) Prepare cargo manifest(s)
- (g) Provide the load control unit with Special Load Notification.
- (h) Return copy of airway bill to shipper, endorsed with flight detail
- (i) Check and/or enter data into Carrier's and/or government/customs system

5.3.2 (a) Notify consignee or agent of arrival of shipments

(b) Make available cargo documents to consignee or agent

5.3.3 (a) Provide

1. Collection of "Charges Collect" as shown on the air waybill

2. Collection of other charges and fees as shown on the air waybill

Credit to consignees or agents

5.3.4 (a) Provide

Delivery of Cargo/Mail related documentation from/to agreed points and the aircraft

5.4 **Physical Handling Outbound/Inbound**

5.4.1 Accept cargo, ensuring that

(a) machine-readable cargo labels are affixed and processed

(b) manual labels are affixed and processed

(c) shipments are "ready for carriage"

(d) the weight and volume and number of pieces of the shipments are checked

(e) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with

5.4.2 Tally and assemble cargo for dispatch

5.4.3 Prepare

(a) Bulk Cargo

(b) ULDs using

- (d) build up materials provided by Handling Company and establish
 - 1. gross weight
 - 3. ULD contour
- 5.4.4 Perform acceptance check on pre-built ULDs and establish, if accepted
 - (a) gross weight
 - (c) ULD contourand provide the load control unit with the information
- 5.4.5 (a) Load outbound cargo on vehicles
(b) Assemble cargo for delivery to the aircraft
- 5.4.6 1. Offload bulk cargo from vehicles
2. Break down ULDs
3. Check incoming cargo against air waybills and manifests
4. Release cargo to the consignee or agent
- 5.4.7 Truck service loading/off-loading
 - (a) Check seals are intact on inbound trucks
 - (b) Offload truck prior to acceptance into warehouse
 - (c) Load truck after formal release from warehouse
 - (d) Place sealstruck operated by/or on behalf of the Carrier

5.5 Transfer/Transit Cargo

- 5.5.1 Identify transfer/transit cargo
- 5.5.2 Prepare transfer manifests for cargo to be transported by another carrier
- 5.5.3 (a) Provide
Transport to the receiving Carrier's warehouse
 - 1. on airport
- 5.5.4 Accept/prepare
 - (a) transfer cargo
 - (b) transit cargo for onward carriage

5.6 Post Office Mail

- 5.6.1 Check
 - (a) incoming
 - (b) outgoingmail against Post Office mail documents
- 5.6.2 In case of missing documentation, issue substitutes
- 5.6.3 Transport mail from
cargo warehouse to postal facility & postal facility to cargo warehouse
 - 1. on airporttogether with documents, against receipt from postal authorities
- 5.6.4 Handle and check transfer mail against accompanying mail documents
- 5.6.5 Prepare
 - (a) Bulk mail
 - (b) ULDs and establish
 - (a) gross weight
 - (b) volume

- (c) ULD contour
and provide the load control unit with the information
- 5.6.6 Distribute incoming and/or outgoing post office mail documents

SECTION 6 – Support Services

6.2 Automation / Computer Systems

6.2.1 (c) Operate

Computer hardware and other equipment (as specified in Annex B) to enable access to

2. Handling Company's system

6.2.2 Perform the following functions in

(b) handling company's system

(8) Cargo handling

(9) Post office mail handling

6.3 Unit Load Device (ULD) Control (for cargo only)

6.3.1 (a) Provide storage space for cargo ULDs post office mail ULDs

6.3.2 Take action to prevent damage, theft or unauthorized use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss

6.3.3 (a) Take physical inventory of ULD stock and maintain records.
(b) Compile and dispatch ULD control messages

6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies

6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities

6.6 Surface Transport

6.6.1 (b) arrange the transport of

3. cargo

4. post office mail

5. empty cargo ULDs

(b) airport and other agreed points - Between agreed points (from the warehouse to the Ramp Handler). **Ramp transportation provided by the ramp handler**

SECTION 7 – Security

7.2 Cargo and Post Office Mail

7.2.1 (a) Provide for

1. control of access to the cargo facilities
2. screening of cargo and/or mail
3. physical examination of cargo
4. holding of cargo and/or mail for variable periods
5. secure storage of cargo and/or mail

***Appendix 4
to Procurement Documentation***

**STANDARD GROUND HANDLING AGREEMENT
SIMPLIFIED PROCEDURE**

ANNEX B1.0 — 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
Russia

And hereinafter referred to as 'the Carrier'.

And:

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 as “the Party (ies)”

This Annex: B1.0

For the location(s): Sofia International Airport (Bulgaria)

Is valid from: the moment of signing by Parties

And replaces: NIL

PREAMBLE:

This Annex B1.0 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 B1.0 as if such terms were repeated here in full. By signing this Annex B1.0, the Parties confirm that they are familiar with the 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:

SECTION 1 – Management Functions

1.1 Representation

1.1.2 Liaise with local authorities

1.1.3 Indicate that the Handling Company is acting as handling agent for the Carrier

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 areas

f) Cargo services

g) Mail services

h) Support services

i) Security (cargo and mail handling only)

- 1.2.4 Maintain the Carrier's manuals, circulars, and other operational documents connected with the performance of the services
- 1.2.6 (b) Effect the payment, on behalf of the Carrier, including but not limited to: Airport, customs, police and other charges relating to the services performed. (upon written request from the Carrier)

1.3 Supervision and/or Co-ordination (only related to cargo and mail)

- 1.3.4 Liaise with the Carrier's designated representative
- 1.3.5 Verify availability and preparedness of personnel, equipment, Loads, documentation of third party(ies).
- 1.3.8 Verify dispatch of operational messages
- 1.3.9 Note irregularities and inform the Carrier

SECTION 3. RAMP SERVICES

- 3.6.5 (a) Provide or arrange equipment for assembly and transport of
 - 2. Cargo
 - 3. Mail
 - 4. Cargo documents

Between agreed points (from the warehouse to the Ramp Handler). **Ramp transportation provided by the ramp handler**

SECTION 4 – Load Control & Flight operations

4.1 Load Control

- 4.1.2 (a) Process
- (b) Sign

Documents and information, including but not limited to, loading instructions, load and trim sheets, Captain's load information and manifests where;

(2) Handling Company is performing inputs/updates when Load Control is performed by the Carrier or third party

4.2 Communications

- 4.2.2 (a) Compile, receive, process and send all messages in connection with the services performed by the Handling Company. The Handling Company is authorized to use Carrier's originator code or double signature procedure
- (b) Inform the Carrier's representative of the contents of such messages.

SECTION 5 – Cargo & Mail Warehouse Services

5.1 Cargo and Mail Handling—General

- 5.1.1 (a) Provide
 - 1. Warehouse and storage facility(ies)
 - 2. Warehouse handling equipment
 - 3. Warehouse handling services
 - 4. General cargo
 - 5. Special shipments
 - 6. Specialized cargo products
 - 7. Post Office mail
 - 8. Diplomatic mail
 - 9. Diplomatic cargo
 - 10. Company cargo/material

- 5.1.2 (a) Issue
- (b) Obtain
- (c) Make available to Carrier Receipt upon delivery of cargo
- 5.1.3 Take action to
 - (c) prevent theft or damage to the Carrier's cargo and mail in custody of the Handling Company
 - (d) Prevent theft or unauthorized use of, or damage to the Carrier's pallets, containers, nets, straps, tie-down rings and other material in the custody of the Handling Company. Notify the Carrier immediately of any damage to or loss of such items

5.2 Customs Control

- 5.2.1 (a) Prepare Customs documentation
- (b) obtain Customs clearance
- (c) place cargo under Customs control
- (d) present to Customs cargo for physical examination for
 1. Inbound cargo
 2. Outbound cargo
 3. Transfer cargo

5.3 Document Handling

- 5.3.1 (j) Prepare air waybill
- (k) Check all documents to ensure shipment may be carried. The check shall not include the rates charged.
- (l) Check security status for the shipment(s) concerned and take action as per Carrier's instructions
- (m) Obtain capacity/booking information for the Carrier's flights.
- (n) Split air waybill. Forward applicable copies of manifests and airway bills to the Carrier.
- (o) Prepare cargo manifest(s)
- (p) Provide the load control unit with Special Load Notification.
- (q) Return copy of airway bill to shipper, endorsed with flight detail
- (r) Check and/or enter data into Carrier's and/or government/customs system
- 5.3.2 (a) Notify consignee or agent of arrival of shipments
- (b) Make available cargo documents to consignee or agent
- 5.3.3 (a) Provide
 3. Collection of "Charges Collect" as shown on the air waybill
 4. Collection of other charges and fees as shown on the air waybill
 Credit to consignees or agents
- 5.3.4 (b) Provide

Delivery of Cargo/Mail related documentation from/to agreed points and the aircraft

5.4 Physical Handling Outbound/Inbound

- 5.4.1 Accept cargo, ensuring that
 - (f) machine-readable cargo labels are affixed and processed
 - (g) manual labels are affixed and processed
 - (h) shipments are "ready for carriage"
 - (i) the weight and volume and number of pieces of the shipments are checked
 - (j) the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations (DGR), IATA Live Animals Regulations (LAR), and others have been complied with

- 5.4.2 Tally and assemble cargo for dispatch
- 5.4.3 Prepare
 - (a) Bulk Cargo
 - (b) ULDs using
 - (d) build up materials provided by Handling Company and establish
 - 1. gross weight
 - 3. ULD contour
 and provide the load control unit with the information
- 5.4.4 Perform acceptance check on pre-built ULDs and establish, if accepted
 - (a) gross weight
 - (c) ULD contour
 and provide the load control unit with the information
- 5.4.5
 - (a) Load outbound cargo on vehicles
 - (b) Assemble cargo for delivery to the aircraft
- 5.4.6
 - 1. Offload bulk cargo from vehicles
 - 2. Break down ULDs
 - 3. Check incoming cargo against air waybills and manifests
 - 4. Release cargo to the consignee or agent
- 5.4.7 Truck service loading/off-loading
 - (a) Check seals are intact on inbound trucks
 - (b) Offload truck prior to acceptance into warehouse
 - (c) Load truck after formal release from warehouse
 - (d) Place seals
 truck operated by/or on behalf of the Carrier

5.5 Transfer/Transit Cargo

- 5.5.1 Identify transfer/transit cargo
- 5.5.2 Prepare transfer manifests for cargo to be transported by another carrier
- 5.5.3 (a) Provide
 - Transport to the receiving Carrier's warehouse
 - 1. on airport
- 5.5.4 Accept/prepare
 - (a) transfer cargo
 - (b) transit cargo for onward carriage

5.6 Post Office Mail

- 5.6.1 Check
 - (a) incoming
 - (b) outgoing
 mail against Post Office mail documents
- 5.6.2 In case of missing documentation, issue substitutes
- 5.6.3 Transport mail from
 - cargo warehouse to postal facility & postal facility to cargo warehouse
 - 1. on airport
 together with documents, against receipt from postal authorities
- 5.6.4 Handle and check transfer mail against accompanying mail documents
- 5.6.5 Prepare
 - (a) Bulk mail
 - (b) ULDs and establish
 - (a) gross weight
 - (b) volume

- (c) ULD contour
and provide the load control unit with the information
- 5.6.6 Distribute incoming and/or outgoing post office mail documents

SECTION 6 – Support Services

6.2 Automation / Computer Systems

- 6.2.1 (c) Operate
Computer hardware and other equipment (as specified in Annex B) to enable access to
 - 2. Handling Company's system
- 6.2.2 Perform the following functions in
 - (b) handling company's system
 - (8) Cargo handling
 - (9) Post office mail handling

6.3 Unit Load Device (ULD) Control (for cargo only)

- 6.3.1 (a) Provide
storage space for
cargo ULDs
post office mail ULDs
- 6.3.2 Take action to prevent damage, theft or unauthorized use of the Carrier's ULDs in the custody of the Handling Company. Notify the Carrier immediately of any damage or loss
- 6.3.3 (a) Take physical inventory of ULD stock and maintain records.
(b) Compile and dispatch ULD control messages
- 6.3.4 Prepare ULD exchange control documentation for all transfers of ULDs and obtain signature(s) of the transferring and receiving carrier(s) or approved third parties and distribute copies
- 6.3.5 Handle lost, found and damaged ULDs and notify the Carrier of such irregularities

6.6 Surface Transport

- 6.6.1 (b) arrange the transport of
 - 3. cargo**
 - 4. post office mail**
 - 5. empty cargo ULDs**(b) airport and other agreed points - Between agreed points (from the warehouse to the Ramp Handler). **Ramp transportation provided by the ramp handler**

SECTION 7 – Security

7.2 Cargo and Post Office Mail

- 7.2.1 (a) Provide for
 - 6. control of access to the cargo facilities
 - 7. screening of cargo and/or mail
 - 8. physical examination of cargo
 - 9. holding of cargo and/or mail for variable periods
 - 10. secure storage of cargo and/or mail

In consideration of the Handling Company providing the above listed services, the Carrier agrees to pay the Handling Company based on the following rates on exported cargo:

In reference to possibility of irregularities handling, the Handling Company is obliged to:

- take immediate action in respect of irregularities, damage or mishandling of dangerous goods and other special shipments
- report to the Carrier any irregularities discovered in cargo handling.
- handle lost, found and damaged cargo
- notify the Carrier of complaints and claims
- process claims.
- take action when consignee refuses acceptance and payment.

1.2 **Charge Rates**

For all freight volumes (including mail and courier) handled by the Handling Company, the following charge rates apply:

For General cargo and ULD Handling Export/Import: _____ EUR/per kg

For Mail handling Export/Import: _____ EUR/per kg

X-ray services: is included in General Cargo and ULD Handling Export/Import.

General

- 1.3 Charges will be calculated based on the chargeable weights only (in kilograms).
- 1.4 Import Terminal Handling Charges will be debited to the consignee or agent and will be retained by the Handling Company.
- 1.5 Included in the Import Cargo handling charge is the invoicing and collection of freight charges, CC or COD amounts, the CC Fee being retained by the Handling Company. The Carrier will indemnify the Handling Company against non-recovery of these charges from IATA Agents, unless specifically advised, or any other companies if specifically advised.
- 1.6 For any import cargo transferring to an ERTS facility, Terminal Handling Charges will be levied to the clearing agent and will be retained by the Handling Company.
- 1.7 For any Customs (NCTS) paperwork raised on behalf of the Carrier and forwarded for discharge at another airport, whether in the Bulgaria or Europe, the Handling Company will hold the Carrier responsible for discharge. Should these documents not be discharged, the Carrier agrees to pay any fines issued by the relevant Customs authority.
- 1.8 Performance of service elements listed below will not attract additional charges and will be included in the flat rate per-kilo {ton} handling rates

Physical Handling

- a. All accessorial materials: plastics, woods {nets, rings and straps not included}.
 - b. Movement, storage and inventory of ULDs {inter-airport}.
 - c. Inter – station empty ULD balancing.
 - d. No charges for re-handling in the next location {movement of built goods between two locations.
- 1.9 Handling in case of return to ramp will not be charged extra, provided that physical change of load is not involved
 - 1.10 Handling in case of return to ramp involving a physical change of load or warehouse check-in will be charged in accordance with Sub-Paragraph 1.1 of this Agreement. A physical change and check-in is necessary if cargo returning to the warehouse from a third party Ground handling company is partially short shipped, e.g. 2 pieces out of 10

- 1.11 are returned to the warehouse and must be prepared again for the next outgoing flight.
- 1.12 No extra charges will be made for providing the services at night, on Sundays, and on legal holidays.
- Absence of the facts of presence of the mark on application of necessary security measures (according to requirements of the local legislation) in documents on baggage, freight, mail - 100%.

Paragraph 2. Additional Services and Charges

- 2.1 All services not included in Paragraph 1 of this Agreement will be charged for at the current local rates. This current local price list is sent to the Carrier with the first factual invoice.

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 not more than 3%.

Paragraph 4. Limit of Liability

- 4.1 The limit of liability will be in accordance with Article 8 of the Main Agreement.
- 4.2 Notwithstanding Article 8 of the Main Agreement, the following clauses for Liability and Indemnity shall be applicable:
- 4.2.1 The Handling company shall not be liable for damages sustained by or claims lodged against the Carrier in connection with performance or non-performance of the services or supply of goods, if any, irrespective of how and by which persons such damages are caused, unless such damages or claims are due to gross or willful negligence of the Handling company, its servants or subcontractors.
- 4.2.2 The Carrier shall indemnify the Handling company against and hold the Handling company free and harmless from all claims (including all costs incident thereto) instituted by or on behalf of the Carrier's passengers, employees, shippers or consignees if these claims arise from or are connected with the performance or non-performance of the services or the supply of goods by the Handling company unless such claims are due to gross or willful negligence of the Handling Company, its servants or subcontractors.
- 4.2.3 Referring to Sub-Article 8.5 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission which could be avoided if procedures were followed. Notwithstanding Sub-Article 8.5 any claim below USD 3 000 shall be indemnified too.
- 4.2.4 Referring to Sub-Article 8.6 in the Main Agreement the Handling Company shall only be held responsible in case of direct loss resulted from negligent act or omission which could be avoided if procedures were followed. Notwithstanding Sub-Article 8.6 any claim below USD 500 shall be indemnified too.

Paragraph 5. Area of Responsibility **Not applicable**

Paragraph 6. Transfer of Services

In accordance with Sub-Article 3.1 of the Main Agreement, the Handling Company has the right to subcontract the services, under the Paragraph 1 of Annex A Section(s) to third party.

Paragraph 7. Settlement

7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement, the Handling Company shall invoice the Carrier, in EUR, the charges agreed herein and settlement of account shall be effected as follows in EUR via bank transfer:

- Terms of credit require payment 30 calendar days from date of invoice (invoice is sent on the date of issuance, via e-mail, and not later than by the 10th of the month following the reporting month), delays are subject to invoice non-acceptance to payment
- Charge disputes must be advised to the Handling Company within 30 calendar days of receipt of invoice
- All charges are exclusive of Taxes and charges, which might be levied additionally if applicable
- The parties have mutually agreed that party-sender bears bank commission of its own bank as stipulated in bank details, bank commission(s) of any correspondent bank(s) is (are) deducted from the amount transferring in favor of party-recipient. (SWIFT payment instruction – SHA).
- Term of invoices issuance is limited to 6 months after the end of this Agreement.

7.2 Invoices will be sent to the following addresses:

Rossiya Airlines JSC

18/4 Pilotov Street
Saint Petersburg, Russia, 196210
Email: OKR@Rossiya-airlines.com

Bank Details

Bank: Sberbank (Severo-Zapadny Head office)
St. Petersburg, Russia.
SWIFT: SABRRUMM
Acc. Transit: 40 7029 7845 5001 0000 80
Acc. Current: 40 7029 7815 5000 0000 80
Correspondent Bank: Deutsche Bank AG,
Frankfurt am Main
SWIFT: DEUTDEFF

The HANDLING COMPANY

Bank Details

Account Name: _____
Bank: _____
Swift Code: _____
Iban Acct No: _____
VAT No: _____

Paragraph 8. Supervision and Administration
Not applicable

Paragraph 9. Duration, Modification and Termination

- 9.1 Notwithstanding Sub-Article 11.4 and 11.5 of the Main Agreement, this Agreement shall be valid from the moment of signing to 30.06.2024 and can be terminated by either party giving Sixty (60) calendar days written notice at any time without restrictions.
- 9.2 Any modification of or additions to this Agreement must be approved in writing and signed by the Carrier and Handling Company.
- 9.3 From 01.01.2023 the rates may be revised not more than once per calendar year on application of the CPI. Such price adjustment shall be based on the annual average rate of change of the CPI in Bulgaria. The copy of the official publication source contained mentioned information with economic indicators must be provided to the Carrier preliminary. Nevertheless such price adjustment cannot be more than 3% annually. The Handling Company informs the Carrier officially in written (in accordance with Paragraph 10 below) about such adjustment as minimum 35 calendar days before it comes into effect. The notification must include the new rates for services as well as the validity period for the new rates mentioned.

Paragraph 10. Notification

- 10.1 In accordance Sub-article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier:

Carrier: Rossiya Airlines JSC
Street: 18/4 Pilotov Street
City, Country: Saint Petersburg, Russia, 196210
Telephone: +7 495 139 76 00 (5315)
Email: contract@rossiya-airlines.com

To Handling Company:

Company: _____
Street: _____
City, Country: _____
Telephone: _____
E-Mail: _____
Attn: _____

Paragraph 11. Anti-Corruption

- 11.1 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.
- 11.2 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.

- 11.3 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 11.1, 11.2, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 11.1, 11.2 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.
- 11.4 In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 11.1, 11.2, 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 12. General

- 12.1 The full Agreement amount does not exceed EUR 16 110 (Sixteen thousand one hundred ten) 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 laws of Bulgaria) be collected the total amount of the contract would not exceed EUR 19 332 (Nineteen thousand three hundred thirty two). The Parties hereby acknowledge that the above Agreement amount shall be limited and shall not be regarded as the final amount at which the Carrier has to request Handling company's services within the Agreement term. Taxes on any prices covered by this Agreement shall be levied or not levied in accordance with the applicable tax laws of the country where the services are provided. The Parties will pay the taxes payable in their respective jurisdictions and shall have no obligation to pay any other taxes.
- 12.2 The Handling Company shall provide the Client with the information in respect to all its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Carrier (Attachment 1), attaching confirming documents.
In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Handling Company shall inform the Carrier within 5 (five) working days of such changes, with all the relevant supporting documentation provision.
In case the obligations hereunder are violated or execution thereof is waived, the Carrier shall be entitled to withdraw from the Agreement (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.
- 12.3 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 of the Handling Company.

- 12.4 Personnel of the Handling Company follows the Carrier's rules, standards and instructions within the granted access to the Carrier's internet web-site, section «For partners» on www.rossiya-airlines.com (if not advised another in written).
- 12.5 The Handling Company will send to the Carrier once per month the performance report in free form via e-mail.
- 12.6 The Handling Company, in case of wrong sending of the cargo for other purposes, return of cargo, air shipment of not loaded off cargo etc., the Handling Company will reimburse the Carrier actual expenses of handling, storage, customs clearance and other expenses, imposed on the Carrier by third parties, as well as the cost of transportation of cargo by tariffs and fees approved at the time of transportation.
- 12.7 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.
- 12.8 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.
- 12.9 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 13. Confidentiality

- 13.1 The terms of this Agreement are confidential and belong exclusively to the Carrier and/or the Handling Company, and shall not be disclosed or reproduced, in whole or in part, or used for any purpose other than the one that may be previously expressly approved in writing by an authorized representative of each of the parties.
- 13.2. The Parties shall keep in strict confidence the details of this agreement and shall not divulge, directly or indirectly, any trade secrets, strategies, methods or confidential information in respect to this agreement to any third party. In the event that any of the

parties is required to disclose any confidential information pursuant to a court order, or governmental or administrative request, and except for instances where requested or instructed specifically not to notify the other Party, it shall notify and co-operate with the Party, limit any disclosure to the minimum required by law and, to the extent possible, request that such information be kept confidential. This clause shall supersede the termination of this agreement.

Paragraph 14. Governing Law

- 14.1 In case of any disagreements under this Agreement between the Carrier and the Handling company, the Parties shall take every effort to resolve the dispute amicably through negotiations.
- 14.2 It is provided for hereby that any dispute may be resolved by exchange of written claims and responses thereto.
- 14.3 The claims made in a proper manner shall be sent to the email address of the Carrier: contract@rossiya-airlines.com or to the address of the 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.
- 14.4 Upon receipt of the claim, the Handling company shall within 1 (one) business day, 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 10 (ten) working days from the date of the claim receipt.
- 14.5 If the disagreements between the Carrier and Handling company may not be settled through negotiations and using the claim procedure, they shall be subject to resolution by the Arbitration court of St. Petersburg in the manner established by the legislation of the Russian Federation order.

Paragraph 15. Right to audit

- 15.1 The Carrier may audit the provided services at any time for its own expenses, but not less than 1 (one) time per two years by sending a prior official written notice to the Handling company 30 calendar days prior to the expected date of audit date. Such a notice shall contain description of areas to be audited and the detailed agenda. However the Carrier may hold unscheduled monitoring of the Handling company's activity if it is stipulated in the Carrier's internal standards for quality assurance program and internal & external audit management. The aforesaid monitoring may be held without a prior written notice to Handling company.
- 15.2 The Handling company shall also provide the possibility for the Carrier's authorized representatives to audit the state of record management, current and reporting documents to the extent related to the servicing of the Carrier's flights.
- 15.3 The Handling company shall cooperate with the Carrier and implement all required corrective actions.

Paragraph 16. Force Majeure

- 16.1 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.

- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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 17. Final Provisions

- 17.1 This Agreement is signed in two legally identical exemplars in English, one original copy for each Party.
- 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 Agreement:
- 17.3.1 Attachment 1 – Formular “Counterparty Data.”

Signed
in St.Petersburg
On behalf of the Carrier:

Signed
in Sofia
On behalf of the Handling company:

By: Mr Andrei Ordinov
General Director Deputy - COO
(POA № Д-410/21 dated 26.11.2021)

By: Signatory's name

ATTACHMENT 1. Formular “Counterparty Data”

Contract (bank details, subject matter, total amount, validity)					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	SVP name	Taxpayer identification No.	State registration No. (for legal entities)	Name of the owner/ beneficiary	Registered address	CEO/owner/ shareholder/ beneficiary	List of the docs confirming the info about owners, shareholders and beneficiaries

Signed
in St.Petersburg
On behalf of the Carrier:

Signed
in Sofia
On behalf of the Handling company:

By: Mr Andrei Ordinov
General Director Deputy - COO
(POA № Д-410/21 dated 26.11.2021)

By: Signatory Name

Appendix 5
to Procurement Documentation

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

Subject-matter of the procurement: Cargo & mail handling at Sofia airport (SOF), Bulgaria

№	Key indicators	Information to fill in
1.	The method (methods) used for determining the IMCP and the substantiation for its application	Market analysis method
2.	The calculated value of the IMCP, contract price, or unit price (price formula) and the maximum contract price	16 110 EUR
3.	Specify the details of commercial offers ⁴	Participant 1: no ref. from 01/10/2021 Participant 2: no ref. from 06/10/2021
4.	List of applications	Attachment 1 "Calculation of the IMP by the market analysis method"

Calculation procedure: see Attachment 1.

⁴ 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	Minimum value, or customer's budget, rubles, excluding VAT	Total price in EUR, without VAT
					offer № 1	offer № 2			
1	2	3	4	5	6	7	8	9	10
1.	Cargo handling Export/Import	100 kg	126	0	1.00	5.50	3.25	1.00	409.50
2.	Mail handling Export/Import	100 kg	3	0	1.00	7.50	4.25	1.00	127.50
	TOTAL	x	x	x	x	x	x		537.00

The total cost for the contract period (30 months) – $537.00 * 30 = 16\ 110$ euros excluding VAT.

