



On approval of the Rules for ground handling at airports

Unofficial translation

Order No. 750 of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan as of October 2, 2019. Registered with the Ministry of Justice of the Republic of Kazakhstan on October 2, 2019, No. 19433.

Unofficial translation

In accordance with paragraph 2 of Article 65 of the Law of the Republic of Kazakhstan “On Use of Air Space of the Republic of Kazakhstan and Aviation Activity” as of July 15, 2010, I hereby **ORDER**:

1. To approve the appended Rules for ground handling at airports.

2. In accordance with the procedure established by the legislation, the Civil Aviation Committee of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan shall:

1) ensure state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;

2) place this order on the website of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan.

3. The control over the execution of this order shall be assigned to the supervising vice-minister of industry and infrastructure development of the Republic of Kazakhstan.

4. This order shall take effect ten calendar days after its first official publication.

Minister

B. Atamkulov

"AGREED"

Ministry of National Economy of
the Republic of Kazakhstan

Approved by
Order № 750 of the
Minister of Industry and
Infrastructure Development of the
Republic of Kazakhstan
as of October 2, 2019

Rules for ground handling at airports

Footnote. The rules are in the wording of the order of the Minister of Transport of the Republic of Kazakhstan dated 12.04.2024 № 135 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

Chapter 1. General provisions

1. These Rules for the implementation of ground handling at airports (hereinafter - the Rules) have been developed in accordance with paragraph 2 of Article 65 of the Law of the Republic of Kazakhstan "On the use of the airspace of the Republic of Kazakhstan and aviation activities" (hereinafter - the Law) and shall determine the procedure for the implementation of ground handling services at airports.

2. Basic definitions and terms used in these Rules:

1) airline - a legal entity holding an operator's certificate for civil aircraft;

2) services for the collection and transmission of data on air passengers - services for the provision to the authorized body and (or) law enforcement and special government agencies of information on issued and (or) booked tickets for air transport operating on international flights;

3) an authorized body in the field of civil aviation - the central executive body exercising management in the field of use of the airspace of the Republic of Kazakhstan and the activities of civil and experimental aviation (hereinafter - the authorized body);

4) an authorized organization in the field of civil aviation - a joint-stock company with 100% state participation in the authorized capital, carrying out activities aimed at ensuring sustainable development of the civil aviation industry of the Republic of Kazakhstan, flight safety and aviation security;

5) airport activities - activities carried out by individuals and (or) legal entities at airports related to the provision of air transportation, aviation works, flight safety and aviation security;

6) Airport Handling Manual - recommendations of the International Air Transport Association (hereinafter - IATA) on standards and equipment used in the performance of technological operations in the process of ground servicing of an aircraft;

7) airport (aerodrome) operator — a legal entity of the Republic of Kazakhstan, as well as of a foreign state in accordance with international treaties ratified by the Republic of Kazakhstan, which uses the airport on the basis of ownership or other legal grounds;

8) airport (aerodrome) user manual — a document adopted by the airport (aerodrome) operator in order to enhance flight safety, improve the quality of ground and technical servicing, and ensure the smooth operation of the airport;

9) ground handling — servicing required upon arrival of an aircraft at an airport (aerodrome) or departure of an aircraft from an airport (aerodrome), not including air traffic services;

10) ground handling service provider — an individual or legal entity providing ground handling services on the territory of an airport (aerodrome), with the exception of the airport (aerodrome) operator and an airline that independently services its aircraft, passengers, baggage, cargo and mail;

11) independent ground handling (self-service) — provision by an airline of one or more types of ground handling services for its own needs and/or aircraft, passengers, baggage,

cargo and mail of airlines in which it owns fifty or more percent of the voting shares, without concluding an agreement with third parties;

12) a passenger — an individual who is not a member of the crew and is transported on an aircraft in accordance with an air carriage agreement or on other legal grounds;

13) infrastructure facility — airport property intended for the provision of airport activities, including the provision of ground handling services on the territory of an airport (aerodrome);

14) tender — a method for determining suppliers for the provision of ground handling services on the territory of an airport (aerodrome);

15) tender committee — a collegial body created by the airport (aerodrome) operator to carry out the tender procedure provided for by these Rules;

16) tender documentation - documentation submitted to a potential supplier for the preparation of an application to participate in the tender, which contains the requirements for the application to participate in the tender, the conditions and procedure for the tender.

3. On the territory of the airport (aerodrome), ground handling services are provided, stipulated in the list of goods, works, services of aerodrome and ground handling included in the airport activities, approved by the order of the Minister of Investments and Development of the Republic of Kazakhstan dated October 30, 2018 № 749 "On approval of the list of goods, works, services of aerodrome and ground handling included in the airport activities" (registered in the Register of state registration of regulatory legal acts under № 17718).

4. The airport (aerodrome) operator and the ground handling service provider (hereinafter - the provider) shall develop and approve quality programs for services included in airport activities in accordance with the standards and recommended practices of the International Civil Aviation Organization or the aviation regulations of international organizations in the field of civil aviation.

Chapter 2. Procedure for the implementation of ground handling services at airports Paragraph 1.

Procedure and conditions for providing access to ground handling services

5. Ground handling shall be carried out based on the conditions of planning the safe execution of flights in the aerodrome area, traffic on the runway, provision of aircraft maintenance and passenger services at the airport.

6. Access to the airport (aerodrome) territory for the provision of ground handling services by the supplier shall be carried out through a tender for the selection of a ground handling service provider (hereinafter - the tender), unless otherwise provided by these Rules and (or) the legislation of the Republic of Kazakhstan.

7. The contract for the provision of ground handling services shall be concluded for 6 (six) years.

8. The supplier shall begin to fulfill contractual obligations no later than 6 (six) months from the date of conclusion of the contract for the provision of ground handling services.

9. The airport maintains a register of applications for ground handling at airports (hereinafter - the Register) in accordance with Appendix 1 to these Rules.

10. The airport (aerodrome) operator, once every six months, holds an open tender in the event of availability of free lots and the technical capacity of the airport infrastructure.

11. For airports with a passenger flow of more than 2 (two) million passengers per year, the number of lots is at least 2 (two). The winner of one lot is a participant in the tender independent of the airport (aerodrome) operator and the users of the airport (aerodrome).

12. The airport (aerodrome) operator places an announcement of the tender on its Internet resource no later than 60 (sixty) calendar days before the tender.

13. To conduct the tender, a tender committee shall be formed from among the employees of the airport (aerodrome) operator, the composition of which is approved by the first head of the airport (aerodrome) operator or the person performing his duties. The number of members of the committee is odd and is at least 5 (five) people. The tender committee shall include at least 3 (three) representatives from the airport (aerodrome) operator, including the committee chairman, and at least 1 (one) representative of the airline operating regular flights to the airport. Representatives of airlines operating irregular flights to the airport shall be allowed to attend the tender committee meeting as observers, without the right to vote.

The organizational activities of the tender committee shall be provided by the secretary of the tender committee. The secretary of the tender committee shall not be a member of the tender committee and shall not have a vote when the tender committee makes decisions.

14. Before publishing the announcement, the airport (aerodrome) operator approves the tender documentation, the composition of the tender committee, the chairman and secretary of the tender committee. The airport (aerodrome) operator places an announcement of the tender with the tender documentation attached on the airport (aerodrome) operator's Internet resource.

15. The tender documentation contains:

- 1) the name and location of the airport (aerodrome) operator holding the tender;
- 2) a brief description of the services for which the tender is being held;
- 3) technical specifications agreed upon with the authorized organization in the field of civil aviation;
- 4) criteria for determining the winner of the tender;
- 5) start and end dates for potential suppliers to submit documents for participation in the tender;
- 6) date, time and place of the procedure for opening envelopes with tender applications.

16. The winner is the ground handling service provider that has scored the highest number of points based on the results of the tender provided for in Appendix 2 to these Rules. In this case, the minimum threshold value for the winner is 70 (seventy) points. When holding a competition, it is allowed to determine more than one winner of the tender depending on the technical capabilities of the airport (aerodrome).

17. The tender application shall be submitted by a potential supplier or a person representing his interests under a power of attorney in paper or electronic form.

18. The tender committee shall declare the tender invalid on the day following the preparation of the tender results protocol if no applications from potential suppliers have been submitted for participation in the tender or if less than two applications have been submitted.

19. If the tender is declared invalid, the airport shall hold a repeat tender no later than 5 (five) business days from the date the tender is declared invalid.

20. If less than 2 (two) applications are submitted during the repeat tender, the winner shall be the only participant, provided that he/she has scored at least 70 (seventy) points according to the criteria.

21. The airport (aerodrome) operator shall enter into a contract with the winner of the tender for the provision of ground handling services in accordance with the standard contract for the provision of ground handling services, in accordance with Appendix 3 to these Rules (hereinafter - the Standard ground handling contract).

22. The tenderer shall submit an application for the provision of ground handling services in accordance with Appendix 4 to these Rules, and shall also attach copies of the following documents (information):

1) copies of the constituent documents of the legal entity, certified in the established manner, as well as the charter, if any;

2) for a legal entity - name, registration number in the trade Register, legal address, surname, name, patronymic (if any) and position of the director, telephone number, e-mail address of the contact person;

3) for an individual entrepreneur - name, surname, patronymic (if any), individual identification number, telephone number, e-mail address;

4) documents in accordance with the technical specifications of the airport;

5) list of ground handling services;

6) a copy of the contract of liability insurance for damage to third parties during ground handling.

It is not allowed to request documents from potential suppliers that are not provided for in this paragraph.

23. The tender committee makes a decision on the results of the tender within 5 (five) working days after opening of tender applications.

24. A potential supplier submits a written request for clarification of provisions of the tender documentation, but no later than 10 (ten) working days before the final deadline for submitting tender applications.

25. The airport (aerodrome) operator, no later than 5 (five) working days from the date of receipt of the request from the potential supplier, clarifies the provisions of the tender documentation in writing.

26. The airport (aerodrome) operator rejects the application of a potential supplier on the following grounds:

1) the supplier does not meet the requirements stipulated in the airport (aerodrome) user manual in terms of what is necessary to provide the relevant service;

2) the supplier's application and the documents attached thereto do not meet the requirements of paragraph 22 of these Rules;

3) the fact of providing false information on compliance with the requirements specified in paragraph 22 of these Rules has been established;

4) the technical capabilities of the airport (aerodrome) infrastructure are limited;

5) there is a court decision (verdict) that has entered into legal force with respect to the supplier prohibiting the activity or certain types of activity or depriving the special right associated with the provision of the relevant service.

27. In the event of unlawful actions by an airport (aerodrome) operator, expressed in an unjustified refusal to provide ground handling services on the territory of the airport (aerodrome), the potential supplier, supplier and (or) airline shall appeal such actions in the manner prescribed by the Civil Code of the Republic of Kazakhstan.

28. The airport (aerodrome) operator, in agreement with the authorized organization in the field of civil aviation, shall suspend the validity of the Standard contract until the supplier has eliminated any violations of provisions of the Standard contract, as well as in the following cases:

1) in case of non-compliance with the airport user manual;

2) in case of failure to eliminate comments during the quality audit of services conducted by the airport (aerodrome) operator within 3 (three) months from the date of approval based on the audit results.

29. The airport (aerodrome) operator shall develop an airport (aerodrome) user manual in accordance with the Airport Handling Manual, as well as with international standards.

30. The airport (aerodrome) operator shall approve the airport (aerodrome) user manual, and also make changes and (or) additions, taking into account current international standards in agreement with the authorized organization in the field of civil aviation.

31. The Supplier and the airline servicing its own aircraft shall provide ground handling services in accordance with the requirements provided in the airport user manual. The Supplier shall comply with the airline ground handling manual.

32. The airport user manual provides for the requirements in accordance with Appendix 5 to these Rules.

33. In addition to the requirements provided for in Appendix 5 to these Rules, the announcement shall contain:

1) the name and location of the airport (aerodrome) operator that is recruiting suppliers for the provision of ground handling services;

2) the name of the ground handling service;

- 3) technical specifications indicating the required technical and quality characteristics for the provision of ground handling services;
- 4) airport capacity standards (until the deadline for approving the flight schedule for each season);
- 5) the procedure for providing services in conditions of limited technical capability of airport (aerodrome) infrastructure facilities;
- 6) information on the technical capability of the airport (aerodrome);
- 7) information on measures to increase the technical capability of the airport (aerodrome);
- 8) information on the introduction of temporary restrictions on access to services and the dates of their end;
- 9) information on tenders held by the airport (conditions, procedure, date and time of the tender);
- 10) information on the structure of costs for the maintenance of airport infrastructure facilities (aerodrome).

34. The ground handling services listed in Appendix 6 to these rules are services to which open access is provided for suppliers.

35. The ground handling services listed in Appendix 7 to these rules are related to the apron handling services to which access is provided for suppliers, including no more than 1 (one) supplier directly or indirectly affiliated with the airport (aerodrome) operator. In this case, in the absence of suppliers, the airport (aerodrome) operator shall allocate its own separate structure for the provision of ground handling services.

36. The airport (aerodrome) operator shall provide the ground handling listed in Appendix 8.

37. The airport (aerodrome) operator shall ensure unimpeded access for suppliers to the airport infrastructure to the extent of technical capability necessary to meet the requirements provided for in these Rules while observing aviation security and flight safety standards.

38. The airport (aerodrome) operator shall ensure open, objective and non-discriminatory management of the airport infrastructure.

39. The airport (aerodrome) operator shall maintain separate records of incomes, expenses and assets involved in ground handling services.

Section 2. Procedure for access to services on providing aircraft with aviation fuels and lubricants at the airport

40. Provision of aviation fuel and lubricants to aircraft at airports shall be carried out in accordance with the agreement concluded providing for storage and (or) provision of aircraft refueling with aviation fuel.

Footnote. Paragraph 40 - in the wording of the order of the Acting Minister of Transport of the RK dated 26.12.2024 № 432 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

41. Applications for the provision of aircraft with aviation fuel and lubricants at the airport (hereinafter - aviation fuel supply) shall be submitted in accordance with the procedure provided for in paragraph 22 to these Rules.

42. The Supplier, in the presence of applications from airlines, and subject to the technical capability of the airport (in terms of aircraft fuel supply infrastructure facilities), shall conclude a contract for the provision of a set of services or a separate service (in accordance with the application) for aviation fuel supply, as well as refueling of aircraft using the aircraft fuel supply infrastructure at the airport (technological equipment and technical means used in the technological process of receiving, storing, regulating the quality, preparing and issuing for refueling, refueling of aviation fuel into aircraft).

43. The airport (aerodrome) operator shall ensure the storage of aviation fuel in the volumes necessary for the implementation of transportation activities in accordance with the slots confirmed by airlines, taking into account the length of routes and the storage volume of the minimum balance of aviation fuel at the airport.

44. If the airline disagrees with the supplier's refusal to provide aviation fuel supply services and/or to grant access to the market for such services to other economic entities due to the airport's lack of technical capability, it shall submit an application containing a request for the airport to provide the initial data and the procedure for calculating the airport's technical capability. The airport shall, within 3 (three) business days from the date of receipt of such application, submit a written response indicating the required data.

45. If there is no technical capability to fully satisfy all requests (in terms of volume and/or time of provision of services), the airport shall, within 30 (thirty) calendar days from the date of sending the refusal to satisfy the request due to the airport's lack of technical capability, develop an action plan aimed at ensuring such technical capability. The said action plan shall be posted on the airport's official website and sent to the authorized organization in the field of civil aviation.

Section 3. Procedure and conditions for the implementation of ground handling by an airline at the airport

46. Ground handling services shall be carried out by an airline independently to service its aircraft, passengers, baggage, cargo and mail and/or to service aircraft, passengers, baggage, cargo and mail of airlines in which it owns fifty or more percent of the voting shares, without a competitive bidding procedure.

47. In the absence of ground handling service providers, an airline independently servicing its aircraft at the request of the airport (aerodrome) operator and, if possible, provides ground handling services to consumers on a contractual basis.

48. An airline, in order to independently service its aircraft and/or to service aircraft, passengers, baggage, cargo and mail of airlines in which it owns fifty or more percent of the voting shares, shall send an application in any form to the airport (aerodrome) operator.

The airport (aerodrome) operator shall consider the application within 7 (seven) calendar days from the date of receipt of the application.

Section 4. Procedure and conditions for the provision of ground handling services by the supplier at the airport

49. The supplier complies with the quality standards for ground handling services provided for in the airport user manual and international standards.

50. The provision of ground handling services between airlines and approved suppliers shall be carried out on the basis of civil law contracts concluded on the basis of the current IATA standard ground handling agreement.

51. The ground handling service provider, including the airport (aerodrome) operator, shall ensure the provision of ground handling services to airlines taking into account the appropriate quality and ensuring flight safety and aviation security, if necessary, with the involvement of airlines that independently service their aircraft.

Section 5. Procedure and conditions for the provision of services for the collection and transfer of data on air passengers

52. Collection and transfer of data on air passengers shall be carried out in accordance with the rules for the transfer of information on issued and (or) booked tickets to the authorized state body and (or) law enforcement and special state bodies, approved by the order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated April 29, 2015 № 527 "On approval of the Rules for the transfer of information on issued and (or) booked tickets to the authorized state body and (or) law enforcement and special state bodies" (registered in the Register of state registration of regulatory legal acts № 12993).

53. The provider of services for the collection and transfer of data on air passengers from airlines to the authorized body and (or) law enforcement and special state bodies and the qualification requirements for it shall be determined by the authorized body in the manner prescribed by the legislation on public-private partnership. Services for the collection and transfer of data on air passengers shall be provided in the form of providing an authorized body with an information system that allows to receive information about air passengers from airlines and transfer this information to law enforcement and special government agencies.

54. The fee for services for collecting and transferring data on air passengers shall be paid by airlines as part of the airport fee at the rates and on the basis of the formula stipulated in the standard contract for the provision of ground handling services for the provision of information on issued and (or) booked tickets to the authorized body and (or) law enforcement and special government agencies in accordance with Appendix 9 to these Rules (hereinafter - the Standard contract for the provision of information services). The terms of

contracts between the provider of services for the collection and transmission of data on air passengers, airport (aerodrome) operators and (or) airlines shall be determined in accordance with the Standard contract for the provision of information services and, by agreement of the parties, shall be supplemented by other terms that do not contradict this contract and the legislation of the Republic of Kazakhstan. Airport (aerodrome) operators shall transfer fees to the provider of services for collecting and transmitting data on air passengers on the basis of the contract concluded in the form of a Standard contract for the provision of information services. In the event of a contract being concluded between airlines and a provider of services for collecting and transmitting data on air passengers, the fee for services for collecting and transmitting data on air passengers shall be paid by airlines directly to the services provider for collecting and transmitting data on air passengers.

Appendix 1
to the Rules for the implementation of
ground handling
at airports

Register of applications for ground handling at airports

№	Airport registration number	Date and time of application registration	Application form and number	Name of the supplier	Type of ground handling service
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Appendix 2
to the Rules for the implementation of
ground handling
at airports

Evaluation criteria for tender participants

№	Criteria	Number of points
1	Organizational structure, personnel policy (ground handling organization personnel and their training)	5-10
2	Material resources (equipment, machinery, infrastructure requirements of the company)	10-20
3	Corporate security (SMS)	20-30
4	Information and documentation support of the ground handling organization's activities	5-10
5	Service quality system	10-20
6	Financial stability of the company	5-10

Appendix 3
to the Rules for the implementation of
ground handling

Standard contract for the provision of ground handling services

(name of the airport (aerodrome) operator, hereinafter referred to as the "Airport", represented by (position, surname, name, patronymic (if any) of the Airport head), acting on the basis of _____, on the one hand, and (full name of the Supplier or airline), hereinafter referred to as the "Supplier" or "Airline", on whose behalf he acts (position, surname, name, patronymic (if any)), acting on the basis of _____, on the other hand, hereinafter jointly referred to as the "Parties", have entered into this contract

for the provision of ground handling services on the territory of the airport (aerodrome) and have agreed as follows:

Chapter 1. Subject of the contract

1. The Supplier shall undertake to provide ground handling services: (specify the type of ground handling service) on the territory of the airport (aerodrome) at the rates (specify the rates for the types of ground handling services), and the Airport shall undertake to provide access to the Airport infrastructure necessary for the provision of ground handling services (specify the name of the infrastructure).

Note: when concluding a contract with an Airline, the subject of the contract is the provision of ground handling services by the Airline independently for its own aircraft, passengers, baggage, cargo and mail and/or aircraft, passengers, baggage, cargo and mail of airlines in which it owns fifty or more percent of the voting shares.

Chapter 2. Obligations of the Parties

2. The Supplier or the Airline shall undertake to:

- 1) ensure full and proper fulfillment of the obligations assumed under the Contract;
- 2) ensure compliance with the flight safety and aviation security requirements established in accordance with the legislation in the field of civil aviation of the Republic of Kazakhstan when providing ground handling services;
- 3) provide ground handling services on equal terms when providing ground handling services at the airport for consumers of services;
- 4) when fulfilling their obligations under the Contract, ensure compliance of the services provided with the relevant requirements of the legislation in the field of civil aviation of the

Republic of Kazakhstan, international standards and recommended practices of the International Civil Aviation Organization;

5) make payments in accordance with Article 65 of the Law of the Republic of Kazakhstan "On the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities" in the manner and within the timeframes established by this Contract;

6) promptly notify the Airport of any changes in the cost of ground handling services;

7) upon written request of the Airport, provide information on the progress of fulfillment of obligations under the Contract;

8) compensate the Airport in full for any damages caused to it by the Supplier or the Airline's improper performance of the terms of the Contract and/or illegal actions;

9) not transfer its obligations under this Contract to anyone.

Note: subparagraphs 3) and 6) of paragraph 2.1 are not included in the Airline's obligations.

3. The Supplier shall have the right to:

1) demand that the Airport fulfill the contractual obligations established by this Contract;

2) demand that the Airport maintain the Airport's infrastructure facilities and equipment in working order.

4. The Airport shall undertake:

1) ensure access to the airport infrastructure necessary for the provision of ground handling services;

2) ensure access of the Supplier's or Airline's specialists to the airport (aerodrome) territory to provide ground handling services;

3) immediately notify the Supplier or Airline in writing if any discrepancies in the ground handling services provided are identified;

4) fully compensate the Supplier or Airline for any damages caused to it by the Airport's improper fulfillment of the terms of the Contract and/or illegal actions.

5. The Airport shall have the right to:

1) check the quality of the ground handling services provided;

2) remove the Supplier's or Airline's personnel and technical means in the event of a violation or non-compliance with the requirements for ensuring flight safety and aviation security on the territory of the airport (aerodrome).

Chapter 3. Amount of the Contract and terms of payment

6. The Supplier or the Airline shall make payment in accordance with Article 65 of the Law of the Republic of Kazakhstan "On the Use of the Airspace of the Republic of Kazakhstan and Aviation Activities" in the amount of _____. The payment shall be set in an amount not exceeding the sum of its expenses for maintaining the relevant infrastructure facility in working order, including routine and major repairs and utility costs, taking into account an acceptable level of profitability.

Payment shall be made by the Supplier or the Airline by transferring funds to the Airport's bank account no later than 30 (thirty) calendar days from the date of issuing the invoice for payment.

7. The Supplier or the Airline shall pay the Airport the amount of the penalty in the event of late payment _____ (specify as a % of the total contract amount or a fixed amount for each day of delay).

8. Payment of the forfeit (fine, penalty) shall not release the Parties from fulfilling the obligations stipulated by this Contract.

Chapter 4. Term and conditions of termination of the Contract

9. The Contract shall enter into force on the date of signing and shall be valid until “___” _____.

10. The Contract may be terminated by mutual agreement of the parties.

Chapter 5. Notification

11. Any notification given by one Party to the other Party under this Contract shall be sent by paid registered mail.

12. Notification shall take effect upon delivery or on the stated effective date (if specified in the notification), whichever is later.

Chapter 6. Force majeure

13. The Parties shall not be liable for failure to fulfill the terms of the Contract if it was the result of force majeure.

14. For the purposes of the Contract, "force majeure" means extraordinary and unavoidable circumstances under the given conditions (natural phenomena, military actions, etc.).

Chapter 7. Resolution of disputed issues

15. The Parties shall make every effort to resolve, through direct negotiations, all disagreements or disputes arising between them under or in connection with the Contract.

16. If, after such negotiations, the Parties are unable to resolve a dispute under the Contract, either Party may demand that this issue be resolved in accordance with the Civil Code of the Republic of Kazakhstan.

17. In the event of failure to fulfill or improper fulfillment by the Parties of their obligations under this Contract, all disputes and disagreements shall be resolved in accordance with the legislation of the Republic of Kazakhstan.

Chapter 8. Other conditions

18. The Contract shall be drawn up in two copies in the Kazakh and Russian languages, one copy for each Party.

19. By agreement of the parties, the Contract may be supplemented by other conditions that do not contradict this Contract and the legislation of the Republic of Kazakhstan.

20. In the part not regulated by the Contract, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

Chapter 9. Legal addresses, bank details and signatures of the Parties

Airport:

Supplier:

Appendix 4
to the Rules for the implementation of
ground handling
at airports
Form

(name of the airport)
from _____

(name of the airline,
surname, name, patronymic
(if any) of the head)

Application for ground handling services

I hereby request access to provide ground handling services for the following ground handling services:

№ s/n	Name of ground handling service	Planned period of activity	Volume of services
1			

list of necessary infrastructure facilities:

№ s/n	Name of infrastructure facilities, special equipment	Required volume of infrastructure (quantity)
1	2	3

Airline details:

Full name:

Legal address:

BIN _____

Bank details: _____

Telephone, fax, e-mail: _____

"__" ____ 20__ year

(signature), (surname, name, patronymic (if any) of the head)

Appendix 5
to the Rules for the
implementation of
ground handling
at airports

List of requirements provided in the airport (aerodrome) user manual:

- 1) procedure for admission to activities;
- 2) procedure for using the centralized airport infrastructure;
- 3) aviation security requirements;
- 4) flight safety requirements;
- 5) labour safety requirements;
- 6) road safety requirements;
- 7) fire safety requirements;
- 8) environmental safety requirements;
- 9) industrial safety requirements;
- 10) requirements for the operation of vehicles, special vehicles and equipment;
- 11) requirements for aircraft servicing;
- 12) accounting for flight regularity;
- 13) requirements for behaviour in emergency situations;
- 14) procedure for regulating the activities of ground handling service providers;
- 15) technology for interaction between the airport (aerodrome) operator and ground handling service providers, as well as with airlines admitted to independent ground servicing;
- 16) requirements for civil liability insurance;
- 17) sanitary and epidemiological requirements;
- 18) requirements for obtaining passes and their use;
- 19) requirements for customer service quality;
- 20) electrical safety requirements;
- 21) requirements for the quality of services provided;
- 22) corporate security requirements.

Appendix 6
to the Rules for the
implementation of

List of open access ground handling services at the airport

- 1) Ground administration and control;
- 2) Passengers registration;
- 3) Passengers services;
- 4) Processing of arriving and departing cargo (mail);
- 5) Baggage handling;
- 6) Storage of cargo for more than twenty-four hours in the cargo terminal;
- 7) Provision of passengers and aircraft crew with on-board meals;
- 8) Provision of information to the authorized body in the field of civil aviation and (or) law enforcement and special government agencies on issued and (or) booked tickets for international flights.

Appendix 7
to the Rules for the
implementation of
ground handling
at airports

Footnote. Annex 7 as amended by the order of the Acting Minister of Transport of the Republic of Kazakhstan dated 26.12.2024 № 432 (shall enter into force upon expiry of ten calendar days after the date of its first official publication).

List of restricted access ground handling services at the airport (apron handling)

- 1) Passengers embarkation and disembarkation using mobile ramps;
- 2) Passengers delivery;
- 3) Baggage transportation;
- 4) Baggage loading and unloading;
- 5) Cargo (mail) transportation;
- 6) Cargo (mail) loading and unloading;
- 7) Processing of the exchange fund of packaging tools;
- 8) Loading control;
- 9) Providing aircraft with aviation fuels and lubricants;
- 10) Draining aviation fuels and lubricants from aircraft;
- 11) Aircraft maintenance in transit;
- 12) Aircraft towing;
- 13) Sanitary treatment of removable equipment and on-board tableware;
- 14) Internal cleaning and disposal of aircraft waste;
- 15) Servicing aircraft lavatories (toilets);
- 16) Refilling aircraft with drinking water;

- 17) Providing aircraft with electricity;
- 18) Aircraft air conditioning;
- 19) Manual removal of snow from aircraft;
- 20) Mechanized removal of snow and ice from aircraft;
- 21) Aircraft engine oil refilling;
- 22) Oxygen system refilling;
- 23) Aircraft nitrogen or compressed air refilling;
- 24) Hydraulic system check and refilling;
- 25) Air engine air starting;
- 26) Crew delivery;
- 27) Aircraft escort;
- 28) Aircraft line maintenance;
- 29) Aircraft hangar parking;
- 30) Providing aircraft pick-up and release;
- 31) Providing passengers and aircraft crew with on-board meals.
- 32) Storage services for fuels, lubricants and special liquids.

Appendix 8
to the Rules for the
implementation of
ground handling
at airports

List of services provided by the airport (aerodrome) operator:

Footnote. Annex 8 as amended by the order of the Acting Minister of Transport of the Republic of Kazakhstan dated 26.12.2024 № 432 (effective ten calendar days after the date of its first official publication).

- 1) Providing take-off and landing of aircraft;
- 2) Providing aviation security;
- 3) Providing a parking space for an aircraft in excess of three hours after landing for passenger aircraft and six hours for cargo and cargo-passenger certified aircraft if there is cargo (mail) to be processed (loaded and (or) unloaded) at the landing airport;
- 4) Providing a parking space for an aircraft at the base aerodrome;
- 5) Providing a work place (area) for passenger check-in;
- 6) Boarding and disembarking passengers using a telescopic bridge;
- 7) **as excluded by the order of Acting Minister of Transport of the RK dated 26.12.2024 № 432 (shall enter into force upon expiry of ten calendar days after the date of its first official publication);**
- 8) Additional services for aviation security.

Appendix 9
to the Rules for the

Standard contract for the provision of ground handling services for the provision of information on issued and (or) booked tickets to the authorized body and (or) law enforcement and special government agencies

(name of the airport (aerodrome) operator or airline),
hereinafter referred to as the "Customer",
represented by (position, surname, name, patronymic (if any) of the airport
or airline head), acting on the basis of _____,
on the one hand, and _____,
hereinafter referred to as the "Supplier", represented by (position, surname, name,
patronymic
(if any), acting on the basis of _____,
on the other hand, hereinafter collectively referred to as the "Parties", have entered into
this
Contract for the provision of ground handling services for the provision
of information on issued and (or) booked tickets to
the authorized body and (or) law enforcement and special
government agencies
on the following (hereinafter - the Contract):

1. Subject of the Contract

1.1. The supplier for the provision of ground handling services for the provision of information on issued and (or) booked tickets to the authorized body and (or) law enforcement and special government agencies (hereinafter - the Supplier) shall be determined by the authorized body in the field of civil aviation in the manner prescribed by the legislation on public-private partnership.

The amount of payment for the Supplier's services (hereinafter - the Fee) shall be determined by the public-private partnership Contract between the authorized body in the field of civil aviation and the Supplier, the order of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated October 2, 2019 № 750 "On approval of the Rules for the implementation of ground handling at airports" (registered in the Register of state registration of regulatory legal acts under № 19433) (hereinafter - the Ground Handling Rules), and the terms of this Contract.

1.2. The Supplier shall provide the Customer with ground handling services for submitting information on issued and (or) booked tickets to the authorized body and (or) law

enforcement and special government agencies (hereinafter - the Services) in accordance with Article 24-2 of the Law of the Republic of Kazakhstan "On Transport in the Republic of Kazakhstan" and the order of the Acting Minister for Investments and Development of the Republic of Kazakhstan dated April 29, 2015 № 527 "On Approval of the Rules for the Transfer of Information on Issued and (or) Booked Tickets to the Authorized State Body and (or) Law Enforcement and Special Government Agencies" (registered in the Register of state registration of regulatory legal acts under № 12993) (hereinafter - the Rules for the transfer of information).

1.3. The services will be provided by the Supplier in the form of providing the authorized body with an information system for collecting and processing data on air passengers (hereinafter - the air passengers Information system) and providing the Customer with technical capabilities for transmitting data on air passengers to the air passenger Information system.

2. Rights and obligations of the Parties

2.1. The Supplier shall undertake to:

- 1) ensure full and proper fulfillment of its obligations in accordance with the terms of the Contract, the ground handling Rules and the information transfer Rules;
- 2) ensure compliance with the aviation security requirements established in accordance with the legislation of the Republic of Kazakhstan on the use of the airspace of the Republic of Kazakhstan and aviation activities when providing Services;
- 3) provide Services on equal terms for all consumers of services;
- 4) ensure compliance of the Services with the relevant requirements of the legislation of the Republic of Kazakhstan, international standards and recommended practices of the International Civil Aviation Organization when fulfilling its obligations under the Contract;
- 5) provide information on the progress of fulfillment of obligations under the Agreement at the request of the Customer;
- 6) ensure compliance with the requirements for the protection of personal data established in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection, as well as treaties ratified by the Republic of Kazakhstan.

2.2. The Supplier shall have the right to:

- 1) receive data on the number of passengers arriving in the Republic of Kazakhstan or leaving the Republic of Kazakhstan on international flights, which are determined on the basis of flight manifests provided by airlines and information on transit and transfer passengers, as well as children under 2 (two) years of age (hereinafter - Statistical data) within the timeframes established by this Contract. In this case, transfer passengers under this Contract are understood to be air passengers transported by the Customer and (or) another carrier with a transfer in the Republic of Kazakhstan from one flight to another, the time period between which is up to 12 (twelve) hours (hereinafter - Transfer passengers);

- 2) receive the Fee in the amount and within the timeframes established by this Contract;
- 3) suspend the provision of Services to the Customer who has failed to pay the Fee in the established amount and within the established timeframes due to his/her fault and/or has violated obligations related to the functioning of the air passenger Information system;
- 4) demand that the Customer fulfill the contractual obligations established by this Contract;
- 5) submit comments on the Statistical Data submitted by the Customer on any of the following grounds:
 - discrepancies between the Statistical data and actual data on air passengers;
 - discrepancies between the Statistical data of the reports and the data transmitted to the air passenger Information system;
 - discrepancies between the Statistical data and the amount of the Fee paid by the Customer

2.3. The Customer shall undertake to:

- 1) collect as Fee to the Supplier in the amount and within the timeframes established by this Contract;
- 2) collect Statistical data on all airlines or air passengers served and transfer such Statistical data to the Supplier within the timeframes specified in this Contract;
- 3) immediately notify the Supplier in writing if any discrepancies between the Fee or Statistical data and the established requirements are identified;
- 4) fully compensate the Supplier for documented losses caused by the Customer's improper fulfillment of the terms of this Contract, except for cases where the violation is due to reasons beyond the Customer's control;
- 5) if the Supplier submits comments on the Statistical data, make corrections to them and transfer an additional Fee to the Supplier if the identified comments resulted in the amount of the Fee paid being less than the amount payable. The overpayment shall be offset against the Customer's payment obligations for subsequent periods.

If the Supplier disagrees with the Statistical data submitted by the Customer, each party shall submit documents confirming the reports. If the Supplier and the Customer fail to agree on the Statistical data within one month, the disagreeing party has the right to go to court;

- 6) ensure compliance with the requirements for the protection of personal data established in accordance with the legislation of the Republic of Kazakhstan on personal data and their protection, as well as agreements ratified by the Republic of Kazakhstan.

2.4. The Customer shall have the right to:

- 1) check the quality of the Services provided under this Contract;
- 2) suspend the fulfillment of its obligations in the event of a breach by the Supplier of its obligations under this Contract.

3. Amount of the Contract and terms of payment

3.1. The Services shall be rendered by the Supplier on a paid basis for a Fee calculated at the rates stipulated by this Chapter.

The amount of the Fee to be collected and paid by the Customer to the Supplier shall be calculated using the following formula:

$$\text{Fee} = (368.56 \text{ tenge} \times N) \times R,$$

where:

Fee - the amount of the Fee for the reporting period, excluding VAT;

tenge - the Kazakhstani tenge, legal payment means of the Republic of Kazakhstan;

N - the number of air passengers arriving in the Republic of Kazakhstan or leaving the Republic of Kazakhstan on international flights during the reporting period. Transit and Transfer passengers, as well as children under 2 (two) years of age, are excluded from the number of passengers;

$$R = X/Y;$$

X - the amount in tenge equal to 1 US dollar at the exchange rate of the National Bank of the Republic of Kazakhstan on the date of sale of the ticket by the airline;

Y - 368.56 tenge.

The reporting period is considered to be 1 (one) calendar month. The Customer provides the Supplier with information on the number of air passengers for the reporting period. The number of air passengers is determined on the basis of flight manifests provided by airlines, information on transit and Transfer air passengers, as well as children under 2 (two) years of age.

3.2. To calculate the amount of the Fee, the Customer provides the Supplier with monthly reports with Statistical data indicating the number of air passengers transported by the airline during the reporting month. The report shall be submitted within 10 (ten) calendar days after the end of the reporting month.

Within 5 (five) calendar days after receiving the report from the Customer, the Supplier shall issue an invoice for the reporting period in respect of the relevant airlines.

Based on the invoice from the Supplier, the Customer shall transfer the relevant Fee to the Supplier within 10 (ten) business days after receiving the invoice.

The Airport shall not be liable in the event of failure to transfer the Fee from the airlines.

3.3. In the event of failure to transfer the Fee to the Supplier within the period specified in the Contract, a penalty of 0.1% of the unpaid amount shall be charged on the unpaid amount daily, starting from the date of payment due and until the date of receipt of the Fee by the Supplier.

3.4. A Customer with an annual international passenger flow of less than 300,000 (three hundred thousand) people shall have the right to withhold up to 4% of the Fee.

A Customer with an annual international passenger flow of from 300,000 (three hundred thousand) to 1 million people shall have the right to withhold up to 3% of the Fee.

A customer with an annual international passenger flow of over 1 (one) million people shall have the right to withhold up to 2% of the Fee.

4. Terms and conditions of the Contract termination

4.1. The Contract shall enter into force on the date of signing and shall be valid until _____.

4.2. The Contract may be terminated by mutual agreement of the parties.

5. Notification

5.1. Any notification given by the Parties shall be sent by registered mail with acknowledgement of receipt.

5.2. The notification shall take effect at the time of delivery or on the day specified therein, whichever is later.

6. Force majeure

6.1. The Parties shall not be liable for failure to fulfill the terms of the Contract if it was the result of force majeure.

6.2. For the purposes of the Contract, "force majeure" means extraordinary and unavoidable circumstances under the given conditions (natural phenomena, military actions, epidemics, pandemics, etc.).

7. Disputes resolution and applicable law

7.1. The Parties shall make every effort to resolve by direct negotiations any disagreements or disputes arising between them in connection with the Contract.

7.2. Any disputes, disagreements, demands and claims (contractual or non-contractual) arising out of or in connection with the Contract, including issues of its validity, performance, breach or termination, shall be resolved _____ (by agreement of the Parties).

7.3. This Contract shall be governed by and interpreted in accordance with the laws of the Republic of Kazakhstan.

8. Other conditions

8.1. The Contract shall be made in two copies in the Kazakh and Russian languages, one copy for each Party.

8.2. By agreement of the Parties, the Contract may be supplemented by other conditions that do not contradict this Contract and the legislation of the Republic of Kazakhstan.

8.3. In the part not regulated by the Contract, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

8.4. This Contract shall enter into force on the date of its signing by both Parties and shall be valid for the following ____ years and with respect to settlements under the Contract until their full completion.

9. Legal addresses, bank details and signatures of the Parties

Customer:

Provider:
