



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 the Use of Airspace of the Republic of Kazakhstan and Aviation Activity” **I HEREBY ORDER:**

Footnote. The preamble is in the wording of the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

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 No. 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 Industry and Infrastructural Development of the Republic of Kazakhstan dated 21.06.2022 No. 356 (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 provision of ground handling services 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 Airspace of the Republic of Kazakhstan and Aviation Activity” (hereinafter - the Law) and shall determine the procedure for ground handling services at airports.

2. Basic definitions and terms used in these Rules:

1) airport activities – an activity carried out by individuals and (or) legal entities at airports related to the provision of air transportation, aviation works, flights safety and aviation security;

2) Airport Handling Manual – IATA recommendations on standards and equipment used when performing technological operations during ground handling of an aircraft;

3) an airport 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 right of ownership or other legal grounds;

4) an airport user manual - a document adopted by the airport operator in order to increase flights safety, improve the quality of ground and technical services, as well as to ensure the uninterrupted functioning of the airport;

5) services for the collection and transmission of data on air passengers - services for providing the authorized body and (or) law enforcement and special government agencies with information about issued and (or) booked tickets for air transport on international flights;

6) airline – a legal entity that has a certificate of civil aircraft operator;

7) 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 activities of civil and experimental aviation (hereinafter - the authorized body);

8) 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 the sustainable development of the civil aviation industry of the Republic of Kazakhstan, flights safety and aviation security;

9) ground services – a type of airport activity carried out by the airport operator and (or) ground service provider, as well as by an airline that independently services its aircraft, passengers, baggage, cargo and mail;

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

11) independent ground handling (self-service) – provision by the airline of one or more types of ground handling services for its own needs without concluding an agreement with third parties;

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

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

14) tender – a method of identifying suppliers for the provision of ground handling services at the airport;

15) tender commission - a collegial body created by the airport 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 for participation in the tender, which contains the requirements for the application for participation in the tender, the conditions and procedure for of the tender implementation.

3. Ground handling services provided for in the list of goods, works, airfield and ground handling services included in airport activities approved by the Order of the Minister for Investments and Development of the Republic of Kazakhstan dated October 30, 2018 No. 749 (registered in the Register of state registration of regulatory legal acts under No. 17718) shall be provided at the airport.

4. The airport operator and ground handling service provider (hereinafter - the supplier) 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 (ICAO) or aviation regulations of international organizations in the field of civil aviation.

Chapter 2. Procedure for ground handling 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 for planning safe flights operations in the airfield area, traffic on the runway, provision of aircraft maintenance and passenger service at the airport.

6. Access to the airport 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 begins 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 services (hereinafter - the Register) in accordance with Appendix 8 to these Rules.

10. The airport operator holds an open tender once every six months if there are free lots and technical capacity of the airport infrastructure.

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

12. The airport operator shall place an announcement about the tender on its Internet resource no later than 60 (sixty) calendar days before the tender.

13. To conduct the tender, a tender commission shall be formed from among the employees of the airport operator, the composition of which shall be approved by the first head of the airport operator or the person performing his/her duties. The number of commission members is odd and is at least 5 (five) people. The tender commission includes at least 3 (three) representatives from the airport operator, including the chairman, 1 (one) representative from the airline and the secretary. A representative of the airline without the right to vote shall be allowed to attend the meeting of the tender commission as an observer.

14. Before publishing the announcement, the airport operator approves the tender documentation, the composition of the tender commission, the chairman and secretary of the tender commission. The airport operator places an announcement about the tender with attachment of tender documentation on the airport operator's Internet resource.

15. The tender documentation contains:

- 1) the name and location of the airport operator who is conducting the tender;
- 2) a brief description of services for which the tender is being carried out;
- 3) technical specification agreed with the authorized organization in the field of civil aviation;
- 4) criteria for determining the winner of the tender;
- 5) the start and end dates for the submission of documents for participation in the tender by potential suppliers;
- 6) date, time and venue of the procedure for opening envelopes with tender applications.

16. The ground handling service provider who has scored the most points based on the results of the tender provided for in Appendix 9 of these Rules shall be recognized as the winner. In this case, the minimum threshold value for the winner is 70 (seventy) points. When holding a tender, it is allowed to determine more than one winner of the tender, depending on the technical capabilities of the airport.

17. The tender application shall be submitted by a potential supplier or a person representing his/her interests by proxy in paper or electronic forms.

18. The tender commission shall recognize the tender as invalid the next day after drawing up the protocol of the tender results if applications from potential suppliers are not submitted for participation in the tender or less than two applications are submitted.

19. If the tender is declared invalid, the airport holds a repeated tender no later than 5 (five) working days from the date of recognition of the tender as invalid.

20. If during a repeated tender less than 2 (two) applications are submitted, then the only participant shall be recognized as the winner. If one participant participates in the competition, he/she shall be recognized as the winner if he/she scores at least 70 (seventy)% of points for each criterion.

21. The airport operator shall enter into a contract with the winner of the competition for the provision of ground handling services in accordance with the standard contract for the provision of ground handling services, in accordance with Appendix 6 to these Rules (hereinafter - the Model

ground handling contract).

22. The following copies of documents (information) shall be attached to the application of the supplier participating in the tender:

1) copies of the constituent documents of a legal entity, certified in the prescribed 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 head, 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 insurance contract for liability for damage to third parties when providing ground handling service.

It is not permitted to request from potential suppliers the documents not provided for in this paragraph.

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

24. The potential supplier shall make a written request for clarification of provisions of the tender documentation, but no later than 10 (ten) calendar days before the expiration of deadline for submitting tender applications.

25. The airport operator, no later than 5 (five) calendar days, shall explain in writing the provisions of the tender documentation.

26. The airport operator shall reject the application of a potential supplier on the following grounds:

1) the supplier does not meet the requirements stipulated in the airport user manual in terms of what is necessary for the provision of relevant service;

2) the supplier's application and the documents attached to it do not comply with the requirements of paragraph 22 of these Rules;

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

4) limited technical capabilities of the airport infrastructure.

27. In the event of unlawful actions of the airport operator, the potential supplier and (or) airline will appeal such actions in the manner prescribed by the Civil Code of the Republic of Kazakhstan.

28. The airport operator, in agreement with the authorized organization in the field of civil aviation shall suspend its operation in accordance with the Civil Code of the Republic of Kazakhstan until the supplier's violations of provisions of the Model contract are eliminated, as well as in the following cases:

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

2) if the comments are not eliminated as part of the service quality audit conducted by the airport operator within 3 (three) months from the date of approval based on the audit results.

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

30. The airport operator shall approve the airport 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 independently servicing its aircraft shall provide ground handling services in accordance with the requirements stipulated in the airport user manual. The supplier complies with airline ground handling guidelines.

32. The airport user manual contains provisions in accordance with Appendix 1 to these Rules.

33. The announcement, in addition to the requirements established in Appendix 1 of these Rules, contains:

1) the name and location of the airport operator who is recruiting suppliers to provide ground handling services;

2) name of the ground handling service;

3) technical specification indicating the required technical, quality characteristics of provision of ground handling services;

4) airport capacity standards (before the deadline for approving the flight schedule for each season);

5) the procedure for providing services in conditions of limited technical capabilities of airport infrastructure facilities;

6) information about the technical capabilities of the airport;

7) information on measures to increase the technical capabilities of the airport;

8) information about the introduction of temporary restrictions on access to services and their expiration dates;

9) information about tenders held by the airport (conditions, procedure, date and time);

10) information on the structure of costs for maintaining airport infrastructure facilities.

34. The ground handling services listed in Appendix 2 shall be the services for which open access is provided for suppliers.

35. Ground handling services listed in Appendix 3 refer to apron handling services that provide access to suppliers, including no more than one (1) supplier directly or indirectly affiliated with the airport operator. Moreover, in the absence of suppliers, the airport operator allocates its own separate structure to provide ground handling services.

36. The airport operator provides ground services listed in Appendix 4.

37. The airport operator provides unimpeded access to suppliers to the airport infrastructure to the extent of technical capability necessary to meet the requirements of these Rules while complying with aviation safety and flight safety standards.

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

39. The airport operator shall maintain separate accounting of income, expenses and assets involved in ground handling services.

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

40. The provision of aviation fuels and lubricants to aircraft at airports shall be carried out in accordance with concluded contracts providing for the provision of refueling of aircraft with aviation fuel.

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

42. The supplier, if there are requests from airlines, and if the airport has technical capabilities (in terms of aircraft fuel supply infrastructure facilities), shall enter into 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 aircraft using aircraft fuel supply infrastructure at the airport (technological equipment and technical means used in the technological process of receipt, storage, quality control, preparation and delivery for refueling, refueling of aviation fuel into aircraft).

43. The airport operator shall ensure the storage of aviation fuel in the volumes necessary to carry out transportation activities in accordance with slots confirmed by airlines, taking into account the length of routes, the volume of storage 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) access to the market for such services of other business entities due to the lack of technical capabilities of the airport, it shall send an application containing a requirement for the airport to provide initial data and the procedure for calculating the

technical capabilities of the airport. The airport, within 3 (three) working days from the date of receipt of such an application, shall provide a written response indicating the necessary data.

45. If it is not technically possible to fully satisfy all requests (in terms of volume and (or) time for the provision of services), the airport, within 30 (thirty) calendar days from the date of sending a refusal to satisfy the application on the basis of the lack of technical capability of the airport, shall develop a plan activities aimed at ensuring such technical capabilities. The specified action plan shall be posted on the official website of the airport and sent to the authorized organization in the field of civil aviation.

Paragraph 3. Procedure and conditions for ground handling by the airline at the airport

46. Ground handling services shall be provided by the airline independently to service its aircraft, passengers, baggage, cargo and mail without conducting a tender procedure.

47. In the absence of ground handling service providers, the airline independently servicing its aircraft at the request of the airport operator shall provide ground handling services to consumers.

48. The airline, in order to independently service its aircraft, shall send an application in any form to the airport operator.

Paragraph 4. Procedure and conditions for the provision of ground 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 operator, shall ensure the provision of ground handling services to airlines, taking into account proper quality and ensuring flight safety and aviation security, if necessary, with the involvement of airlines that independently service their aircraft.

Paragraph 5. Procedure and conditions for the provision of services for the collection and transmission of data about air passengers

52. The collection and transfer of data about air passengers shall be carried out in accordance with the rules for transferring information about issued and (or) reserved tickets to the authorized state body and (or) law enforcement and special government bodies, approved

by the order of the acting Minister for Investments and Development of the Republic of Kazakhstan dated 29 April 2015 No. 527 (registered in the Register of state registration of regulatory legal acts No. 12993).

53. The service provider for the collection and transmission of data about 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 transmission of data about air passengers shall be provided in the form of providing the authorized body with an information system that allows them to receive information about air passengers from airlines and transfer it to law enforcement and special state bodies.

54. Payment for services for the collection and transmission of data about air passengers shall be paid by airlines as part of the airport tax at the rates and on the basis of the formula provided for in the model contract for providing ground handling services for the provision of information about issued and (or) reserved tickets in accordance with Appendix 7 to these Rules (hereinafter - the Model contract for the provision of information services). The terms of contracts between the service provider for the collection and transmission of data about air passengers, airport operators and (or) airlines shall be determined in accordance with the Model contract for the provision of information services and, by agreement of the parties, shall be supplemented by other conditions that do not contradict this agreement and the legislation of the Republic of Kazakhstan. Airport operators shall transfer fees to the service provider for the collection and transmission of data about air passengers on the basis of a contract concluded in the form of a Model contract for the provision of information services. If an agreement is concluded between airlines and a service provider for the collection and transmission of air passenger data, payment for services for the collection and transmission of air passengers data shall be carried out by the airlines directly to the service provider for the collection and transmission of air passengers data.

Footnote. Paragraph 54 is in the wording of the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

Appendix 1
to the Rules
for ground handling
at airports

List of requirements provided for in the airport user manual:

- 1) the procedure for admission to the implementation of activities;
- 2) the procedure for using the centralized infrastructure of the airport;
- 3) requirements for aviation security;
- 4) requirements for flight safety;
- 5) requirements for labor safety;
- 6) requirements for road safety;

- 7) requirements for fire safety;
- 8) requirements for environmental safety;
- 9) requirements for industrial safety;
- 10) requirements for the operation of vehicles, special vehicles and equipment;
- 11) requirements for aircraft maintenance;
- 12) accounting for the regularity of flights;
- 13) requirements for behavior in emergency situations;
- 14) the procedure for regulating the activities of ground handling service providers;
- 15) the technology of interaction of the airport operator with ground handling service providers, as well as with airlines admitted to independent ground handling;
- 16) requirements for civil liability insurance;
- 17) sanitary and epidemiological requirements;
- 18) requirements for obtaining passes and their use;
- 19) requirements for the issues of quality of customer service;
- 20) requirements for electrical safety;
- 21) requirements for the quality of services provided;
- 22) requirements for corporate security.

Appendix 2
to the Rules
for ground handling
at airports

List of open access ground handling services at the airport

Footnote. Appendix 2 as amended by the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

- 1) Ground administration and control;
- 2) Registration of passengers;
- 3) Passengers service;
- 4) Processing of incoming and outgoing cargos (mail);
- 5) Baggage handling;
- 6) Storage of cargo for more than twenty-four hours in the cargo terminal;
- 7) Providing passengers and crew of the aircraft with in-flight meals;
- 8) Providing information about issued and (or) booked tickets for international flights to the authorized body in the field of civil aviation and (or) law enforcement and special state bodies.

Appendix 3
to the Rules
for ground handling
at airports

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

- 1) Embarkation and disembarkation of passengers using mobile ramps;
- 2) Delivery of passengers;
- 3) Transportation of luggage;
- 4) Loading and unloading luggage;
- 5) Transportation of cargo (mail);
- 6) Loading and unloading cargo (mail);
- 7) Processing of the exchange fund of packaging tools;
- 8) Loading control;
- 9) Providing aircraft with aviation fuels and lubricants;
- 10) Draining aviation fuel and lubricants from the aircraft;
- 11) Maintenance of aircraft in transit form;
- 12) Towing of an aircraft;
- 13) Sanitation of removable equipment and on-board utensils;
- 14) Internal cleaning and disposal of aircraft debris;
- 15) Maintenance of aircraft bathrooms (toilets);
- 16) Refueling of aircraft with drinking water;
- 17) Provision of electric power to the aircraft;
- 18) Air conditioning of the aircraft;
- 19) Manual snow removal from the aircraft;
- 20) Mechanized cleaning of snow and ice from an aircraft;
- 21) Filling aircraft engines with oil;
- 22) Filling the system with oxygen;
- 23) Refueling the aircraft with nitrogen or compressed air;
- 24) Checking and refueling the hydraulic system;
- 25) Air starting of aircraft engines;
- 26) Crew delivery;
- 27) Aircraft escort;
- 28) Linear aircraft maintenance;
- 29) Parking the aircraft in a hangar;
- 30) Ensuring the meeting and release of the aircraft;
- 31) Providing passengers and crew of the aircraft with in-flight meals.

Appendix 4
to the Rules
for ground handling
at airports

List of services provided by the airport operator

Footnote. Appendix 4 as amended by the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

- 1) Ensuring take-off and landing of the aircraft;
- 2) Ensuring aviation security;
- 3) Providing a parking space for an aircraft in excess of three hours after landing for passengers and six hours for cargo and cargo-passenger certified types of aircraft in the presence of cargo (mail) to be processed (loading and (or) unloading) at the landing airport;
- 4) Providing parking space for aircraft at the base airfield;
- 5) Providing a workplace (area) for passenger registration;
- 6) Embarkation and disembarkation of passengers using a telescopic ladder;
- 7) Services for the storage of fuels, lubricants and special liquids;
- 8) Additional aviation security services.

9) is excluded by the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

Appendix 5
to the Rules
for ground handling
at airports

Form

(name of the airport)
from _____

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

Application for the provision of ground handling services

I hereby request for an access to the provision of ground handling services for the following ground handling services:

No s/n	Name of the ground handling service	Planned period of carrying out an activity	Volume of services
1			

list of necessary infrastructure facilities:

No 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: _____

Phone, fax, e-mail: _____

" " 20 _____

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

Appendix 6
to the Rules
for ground handling
at airports

Model contract for the provision of ground handling services

(name of the airport operator) hereinafter referred to as “Airport”, represented by (position, surname, name, patronymic (if any) of the head of the Airport), acting on the basis of _____, on the one parties and (full name of the Supplier or airline), hereinafter referred to as “Supplier” or “Airline”, on whose behalf (position, surname, name, patronymic (if any), acting on the basis of _____, on the other part, hereinafter collectively referred to as the “Parties”, have entered into this contract for the provision of ground handling services at the airport and have agreed as follows:

1. Scope of the contract

The Supplier shall undertake to provide ground handling services: (indicate the type of ground handling service) on the territory of the airport at tariffs (indicate tariffs for 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 (indicate the name of the infrastructure).

Note: When concluding a contract with the Airline, the scope of the contract is the provision of ground handling services by the airline independently only for its own aircraft, passengers, baggage, cargo and mail.

2. Obligations of the Parties

2.1. The Supplier or the Airline shall undertake:

- 1) to ensure full and proper fulfillment of the obligations assumed under the Contract;
- 2) to ensure compliance with 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) to provide ground handling services on equal terms when providing ground handling services at the airport to consumers of services;
- 4) when fulfilling its obligations under the Contract, to ensure compliance of the services provided with the relevant requirements of legislation in the field of civil aviation of the Republic of Kazakhstan, international standards and recommended practices of the International Civil Aviation Organization;
- 5) to 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 manner and terms established by this Contract;
- 6) to timely notify the Airport if the cost of ground handling services changes;
- 7) upon written request of the Airport, to provide information on the progress of fulfillment of obligations under the Contract;
- 8) to compensate the Airport in full for losses caused to it, induced by improper fulfillment by the Supplier or the Airline of the terms of the Contract and (or) unlawful actions;
- 9) not to transfer its obligations under this Contract to anyone.

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

2.2. The Supplier shall have the right to:

- 1) require the Airport to fulfill contractual obligations established by this contract;
- 2) require the Airport to maintain the infrastructure and equipment of the Airport in working condition.

2.3. The airport shall undertake:

- 1) to provide access to the airport infrastructure necessary for the provision of ground handling services;
- 2) to provide access for the Supplier’s or the Airline’s specialists for the provision of ground handling services to the airport territory;
- 3) to immediately notify the Supplier or the Airline in writing if inconsistencies in the provided ground handling services are detected;
- 4) compensate the Supplier or the Airline in full for losses caused by the Airport’s improper fulfillment of terms of the Contract and (or) unlawful actions.

2.4. The airport shall have the right:

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

2) to suspend the personnel and technical equipment of the Supplier or the Airline if they violate or fail to comply with the requirements for ensuring flight safety and aviation security at the airport.

3. The Contract amount and payment terms

3.1. 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 amount of its expenses for maintaining the relevant infrastructure facility in working order, including current 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 issue of the invoice for payment.

3.2. The amount of the penalty in case of delay in payment shall be paid by the Supplier or the Airline to the Airport _____ (indicate in % of the total contract amount or a fixed amount for each day of delay).

3.3. Payment of a forfeit (fine, penalty) does not exempt the Parties from fulfilling their obligations under this Contract.

4. Validity period and conditions for termination of the Contract

4.1. The Contract comes into force from the date of signing and shall be valid until “___” _____.

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

5. Notification

5.1. Any notification that one Party sends to the other Party in accordance with the Agreement shall be sent by prepaid registered mail.

5.2. The notification will be effective upon delivery or on the specified effective date (if specified in the notification, whichever is later).

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 unpreventable circumstances under given conditions (natural phenomena, military actions, etc.).

7. Resolution of disputes

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

7.2. If, after such negotiations, the Parties cannot resolve the dispute under the Contract, either Party may demand that this issue be resolved in accordance with the Civil Code of the Republic of Kazakhstan.

7.3. In case of failure 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.

8. Miscellaneous

8.1. The Contract shall be drawn up 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 with other conditions that do not contradict this Contract and the legislation of the Republic of Kazakhstan.

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

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

Airport:

Provider:

Appendix 7
to the Rules
for ground handling
at airports

Model 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 state bodies

Footnote. Appendix 7 is in the wording of the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated 24.05.2023 No. 379 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

(name of airport operator or airline), referred to as

hereinafter referred to as the “Customer”, represented by (position, surname, name, patronymic (if any) of the head of the airport or airline), 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 concluded this Contract for the provision of ground handling services for submitting information on issued and (or) booked tickets to the authorized body and (or) law enforcement and special state bodies (hereinafter - the Contract) and have agreed as follows:

1. The Scope of the Contract

1.1. The supplier for the provision of ground handling services for submitting information on issued and (or) booked tickets to the authorized body and (or) law enforcement and special state bodies (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, by the order of the Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated October 2, 2019 No. 750 “On approval of the Rules for ground handling at airports” (registered in the Register of state registration of regulatory legal acts No. 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 about issued and (or) booked tickets (hereinafter - the Services) to the authorized body and (or) law enforcement and special state bodies agencies 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 No. 527 "On approval of the Rules for the transfer of information about issued and (or) booked tickets to the authorized state body and (or) law enforcement and special state bodies" (registered in Register of state registration of regulatory legal acts No. 12993) (hereinafter - the Rules for the transfer of information).

1.3. 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 the technical capabilities to transfer data on air passengers to the air passengers Information system.

2. Rights and obligations of the Parties

2.1. The Supplier shall undertake:

1) to ensure full and proper fulfillment of assumed obligations in accordance with the terms of the Contract, ground handling Rules and information transfer Rules;

2) when providing Services, to ensure compliance with 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;

3) to provide Services on equal terms for all service consumers;

4) when fulfilling its obligations under the Contract, to 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;

5) at the Customer's request, to provide information on the progress of fulfillment of obligations under the Contract;

6) to 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:

1) to obtain 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 sheets 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 time limits established by this Contract. In this case, transfer passengers under this Contract mean air passengers transported by the Customer and (or) another carrier with a transfer in the Republic of Kazakhstan from one flight to another, the period of time between which is up to 12 (twelve) hours (hereinafter - Transfer passengers);

2) to receive the Fee in the amount and within the time limits established by this Contract;

3) to suspend the provision of Services to the Customer who has not paid the Fee in the established amount and within the established time frame through its own fault and/or has committed a violation of obligations related to the functioning of the air passengers Information system;

4) to require from the Customer the fulfillment of contractual obligations established by this Contract;

5) to make comments on the Statistical data provided by the Customer on any of the following grounds:

discrepancies between the Statistics and actual air passengers data;

discrepancies between the reporting Statistics and the data reported to the air passengers Information system;

discrepancies between the Statistical data and the amount of the Fee paid by the Customer

2.3. The customer shall undertake:

1) to collect the Fee to the Supplier in the amount and terms established by this Contract;

2) to collect Statistical data in relation to all airlines or air passengers served and transfer such Statistical data to the Supplier within the time limits established by this Contract;

3) if any non-compliance of the Fee or Statistical data with the established requirements is detected, to immediately notify the Supplier in writing;

4) to compensate the Supplier in full for documented losses caused by the Customer's improper fulfillment of the terms of this Contract, except in cases when the violation is caused by reasons beyond the Customer's control;

5) if the Supplier makes comments to the Statistical data, to make corrections to them and transfer an additional Fee to the Supplier if the identified comments led to the fact that the amount of the Fee paid was 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 within one month the Supplier and the Customer do not agree on the Statistical Data, then the disagreeing party shall have the right to go to court;

6) to 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.

2.4. The customer shall have the right:

1) to check the quality of the Services provided under this Contract;

2) to suspend the fulfillment of its obligations in the event of a violation by the Supplier of its obligations under this Contract.

3. Contract amount and payment terms

3.1. The provision of Services by the Supplier shall be carried out on a paid basis for a Fee calculated according to the tariffs provided for in 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 – Kazakhstani tenge, legal tender 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 – amount in tenge equal to 1 US dollar at the exchange rate of the National Bank of the Republic of Kazakhstan on the date the airline sold the ticket;

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 during the reporting period. The number of air passengers shall be determined on the basis of flight sheets provided by airlines, information about 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 shall submit monthly reports to the Supplier 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 Supplier's invoice, the Customer, within 10 (ten) business days after receiving the invoice, shall transfer the appropriate Fee to the Supplier.

The airport shall not be liable in the absence of payment from the airlines.

3.3. If the Payment is not transferred to the Supplier within the period specified in the Contract, a penalty fee of 0.1% of the unpaid amount shall be charged daily, starting from the date of the payment deadline and until the date of receipt of the Payment by the Supplier.

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

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

The Customer with an annual international passenger traffic of more than 1 (one) million people shall have the right to withhold up to 2% of the Fee.

4. Validity period and conditions for termination of the Contract

4.1. The Contract comes into force from the date of signing and shall be valid

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

5. Notification

5.1. Any notification given by the Parties shall be sent by registered mail, return receipt requested.

5.2. The notification will be effective when given or on the date specified therein, whichever is later.

6. Force majeure circumstances

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 unpreventable circumstances under given conditions (natural phenomena, military actions, etc.).

7. Resolution of disputes and applicable law

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

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

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

8. Miscellaneous

8.1. The Contract shall be drawn up 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 with other conditions that do not contradict this Contract and the legislation of the Republic of Kazakhstan.

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

8.4. This Contract shall come into force from the date of its signing by both Parties and shall be valid for the next ___ years, and in relation to settlements under the Contract until their full completion.

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

Customer:

Provider:

Appendix 8
to the Rules
for ground handling
at airports

Register of applications for ground handling service at airports

№	Airport registration number	Date and time of registration of the application	№ and form of the application	Name of the supplier	Type of ground handling service
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Appendix 9
to the Rules
for ground handling
at airports

Criteria for evaluating the tender participants

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