

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

Approval date

26	03	2021
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Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/		
Date for the requests receiving commencement	26	03	2021
Date and time for the request receiving completion	06	04	2021 10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals «08»April 2021		
	Date for summarizing of results «08»April 2021		
Commencement date for providing clarifications on procurement documentation	26	03	2021
Completion date for providing clarifications on procurement documents	31	03	2021
Specifying the features of participation	Not applicable		
Option to submit an alternative offer	Not applicable		
Option to engage co-contractors/subcontractors	Applicable		
Distribution of the total scope of procurement between the procurement parties	<p>Choosing some winners aiming to conclude an agreement with each of the winners and distribute the actual volume of the fuel supply under the term of agreement.</p> <p>The winners are the bidders taken the first, second and third places in ranking system based on the results of assessment and comparison of the requests for competitive procurements. The Buyer concludes an agreement with each of the winners for the whole volume of fuel supply. Distribution of the actual volume of fuel supply is to be performed in the course of the agreement considering the principle of maximum economic efficiency for the Buyer within the purchase as well as considering the restriction of the actual effective capacity of each bidder.</p> <p>However the Buyer is not obliged to purchase the whole volume declared in the agreement to be concluded with each of the procurement winners.</p>		

	The Buyer has the right to refuse from the concluded agreement with any winners in case of improper performance of obligations by the winner in accordance with the conditions of recognition of these obligations improper to be specified in the draft agreement.
Subject-matter of the procurement	Aviation fuel JET A-1
Number of lots	3

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Aviation fuel supply (SHJ)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
458 330	USD	594	Ton	46.71	19.20.25.120
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Sharjah (SHJ) airport, United Arab Emirates		
Term and Payment Procedure for Goods (Work. Service)			<p>The term of providing invoices upon the rendered services is not later than 5 (five) calendar days after the end of the period of rendering services.</p> <p>The payment period is 10 (ten) working days from the date of the invoice. All the scanned copies of invoices should be e-mailed to the accounting Department of the Buyer: OKR@rossiya-airlines.com and m.erofeeva@rossiya-airlines.com.</p>		
Request Security (amount)			Not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			<p>Provided: the bidder has the right to offer a counter draft of the contract in compliance with all the mandatory conditions expressly specified in the procurement documentation. Mandatory paragraphs for inclusion into the contract and not subject to change are:</p> <ul style="list-style-type: none"> - ANNEX II-LOCATION AGREEMENTS (FOR EACH LOCATION). - ANNEX VII: INFORMATION ON BENEFICIARIES. - ANNEX VIII: STATUS OF THE FIGHT AGAINST CORRUPTION 		

Lot № 2					
Name of the Subject-Matter of the Agreement (lot)		Aviation fuel supply (RKT)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2

2 471 616	USD	3 360	Ton	46.71	19.20.25.120
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Ras al-Khaimah (RKT) airport, United Arab Emirates		
Term and Payment Procedure for Goods (Work. Service)			<p>The term of providing invoices upon the rendered services is not later than 5 (five) calendar days after the end of the period of rendering services.</p> <p>The payment period is 10 (ten) working days from the date of the invoice. All the scanned copies of invoices should be e-mailed to the accounting Department of the Buyer: OKR@rossiya-airlines.com and m.erofeeva@rossiya-airlines.com.</p>		
Request Security (amount)			Not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			<p>Provided: the bidder has the right to offer a counter draft of the contract in compliance with all the mandatory conditions expressly specified in the procurement documentation. Mandatory paragraphs for inclusion into the contract and not subject to change are:</p> <ul style="list-style-type: none"> - ANNEX II-LOCATION AGREEMENTS (FOR EACH LOCATION). - ANNEX VII: INFORMATION ON BENEFICIARIES. - ANNEX VIII: STATUS OF THE FIGHT AGAINST CORRUPTION. 		

Lot № 3					
Name of the Subject-Matter of the Agreement (lot)		Aviation fuel supply (AYT)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
37 509 674	USD	52 623	Ton	46.71	19.20.25.120
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services		Antalya (AYT) airport, Turkey			
Term and Payment Procedure for Goods (Work. Service)		<p>The term of providing invoices upon the rendered services is not later than 5 (five) calendar days after the end of the period of rendering services.</p> <p>The payment period is 10 (ten) working days from the date of the invoice. All the scanned copies of invoices should be e-mailed to the accounting Department of the Buyer: OKR@rossiya-airlines.com and m.erofeeva@rossiya-airlines.com.</p>			
Request Security (amount)		Not applicable			

Right of the Procurement Bidder to submit a draft of counter-agreement	<p>Provided: the bidder has the right to offer a counter draft of the contract in compliance with all the mandatory conditions expressly specified in the procurement documentation. Mandatory paragraphs for inclusion into the contract and not subject to change are:</p> <ul style="list-style-type: none"> - ANNEX II-LOCATION AGREEMENTS (FOR EACH LOCATION). - ANNEX VII: INFORMATION ON BENEFICIARIES. - ANNEX VIII: STATUS OF THE FIGHT AGAINST CORRUPTION.
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Assessment and Comparing Criteria of Quotes	
Lot No.1 - 3	
Name of Criterion 1	Base rate per ton of aviation fuel per wing, USD
Points Calculation Procedure for Criterion 1	<p>To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where:</p> <ul style="list-style-type: none"> - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points for criterion.
Maximum number of points for criterion 1	90
Name of Criterion 2	Due date (working days)
Points Calculation Procedure for Criterion 2	<p>The following order is used to calculate the number of points:</p> <ul style="list-style-type: none"> - If a participant's offer involves post payment of bills for services rendered within a period of 30 working days or more from receipt of bills, the participant's application is assigned the maximum number of points by criterion. - If a participant's offer involves post payment of bills for services rendered within the period from 21 to 29 business days from the receipt of bills, the participant's application is assigned 1 point according to the criterion. - If the participant's proposal involves post payment of bills for the services provided up to 20 business days from the receipt of the bills, points by criterion are not assigned.
Maximum number of points for criterion 2	2
Name of Criterion 3	IATA Classification Service Category (Standard Fueling Procedures)
Points Calculation Procedure for Criterion 3	<p>The following order is used to calculate the number of points:</p> <ul style="list-style-type: none"> - If the participant offers the provision of services at the second refueling level and higher in accordance with the IATA classification, the participant's application is assigned the maximum number of points according to the criterion. - If the participant offers the provision of services at the first refueling level in accordance with the IATA classification, points by the criterion are not assigned.
Maximum number of points for criterion 3	8
TOTAL:	100

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (I-GD-241-18 Edition 4).

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

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

The procedure for the competitive selection/price selection is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the competitive selection/price selection does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

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

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

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

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

2. Procedure for Submission of Requests

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

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

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

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

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

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

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

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

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a

second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

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

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

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

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

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

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

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

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

Request for Participation¹		
In the Procurement Procedure:		
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>		
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)		
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>		
Registered at the following address:		
<i>(state place of location address of legal entity/place of residence of individual)</i>		
proposes to conclude the agreement for		
<i>(state the subject-matter of the agreement)</i>		
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection		
Commercial offer LOT №1:		
№	Name of service	Commercial offer
1	Base rate per ton of aviation fuel per wing	USD excluding VAT
2	Due date	_____ working days
3	IATA Classification Service Category (Standard Fueling Procedures)	
Commercial offer LOT №2:		
1	Base rate per ton of aviation fuel per wing	USD excluding VAT
2	Due date	_____ working days
3	IATA Classification Service Category (Standard Fueling Procedures)	
Commercial offer LOT №3:		
1	Base rate per ton of aviation fuel per wing	_____ USD excluding VAT
2	Due date	_____ working days
3	IATA Classification Service Category (Standard Fueling Procedures)	
The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services _____.		
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:		
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)		
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;		
No information in the register of mala fide suppliers contemplated by Article 5 of		

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

Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	
4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.	
6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.	
8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.	
10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data" ⁵ .	
11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	
SEAL	
Date of issuance	

(DD)	(MM)	(YYYY)
------	------	--------

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

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

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

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
<p data-bbox="272 1977 512 2011">Contact person</p> <p data-bbox="742 2011 1342 2040" style="text-align: right;"><i>(state last name, first name, patronymic, telephone, fax, e-mail)</i></p>	

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

Principal

(title of the Principal)

(signature)

(state initials, last name)

SEAL

Date of Issuance

(DD)

(MM)

(YYYY)

Appendix 3
To Procurement Documentation

Terms of Reference

№	Subject-matter of the procurement	Aviation fuel JET A-1		
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	Lot 1: Aviation fuel JET A-1	Ton	594 JSC Rossiya Airlines does not guarantee the consumption of the volume declared.	no
	Lot 2: Aviation fuel JET A-1	Ton	3 360 JSC Rossiya Airlines does not guarantee the consumption of the volume declared.	no
	Lot 3: Aviation fuel JET A-1	Ton	52 623 JSC Rossiya Airlines does not guarantee the consumption of the volume declared.	no
3	Delivery place of goods, performance of works and provision of services (address)	Delivery in fuel tanks of the aircraft of JSC "Airline "Russia" at airports		
		3.1 Lot 1: Sharjah(SHJ), UAE		
		3.2 Lot 2: Ras al-Khaimah (RKT), UAE		
4		Dates or schedule of shipment/delivery of goods, performance of works and provision of services		
5	Requirements for acceptance of goods, work, service	Fuel has to be delivered by Seller into Buyer's Aircraft tanks ("into-plane delivery"), the following shall apply:		
		<p>a) Title to and risk of loss of the Fuel shall pass to Buyer at the time the Fuel passes the inlet coupling of the receiving aircraft.</p> <p>b) Seller's measurement shall be accepted as prima facie evidence of the quantities of Fuel delivered, but Buyer shall be entitled to check the accuracy of the instruments used by Seller upon reasonable notice during Seller's normal operating hours in the presence of Seller's representative. Determinations of quantities made in accordance with international industry practice shall be binding.</p> <p>c) Deliveries shall be made in accordance with all applicable governmental laws and regulations, Seller's/Deliverer's standard quality control and operating procedures, in compliance with the relevant standards set out in the ICAO Doc 9977</p>		

		<p>and the requirements laid down by the airport governing authority. Furthermore, unless otherwise agreed, Seller or its Affiliated Company shall use or apply their standard quality control and operating procedures (as amended from time to time) or those of the delivering entities utilised by it for deliveries into Buyer's Aircraft, provided however that failure to use or apply such procedures shall not be grounds for termination pursuant to Article 16.3.A unless such failure is one affecting safety, environmental and/or quality control that has not been cured in the requisite time and which is sufficiently grievous as to amount to a material breach of the Agreement.</p> <p>e) Except as otherwise agreed in writing by Seller or its Deliverer, Seller or its Deliverer shall not be obligated to make delivery unless a representative of Buyer is present. Seller shall provide the number of copies of the Delivery Note as agreed with Buyer and as necessary pursuant to local requirements.</p>
6	<p>Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>meet one of the specifications set forth hereunder, as listed in the IATA Guidance Material for Aviation Turbine Fuels Specifications, latest issue; (per location, the Agreement may list the particular specification):</p> <ul style="list-style-type: none"> • ASTM Standard Specification D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue. • British Ministry of Defence Standard DEF STAN 91-91 Turbine Fuel, Aviation, "Kerosene Type", Jet A-1, latest issue. • Canadian specification Can/CGSB-3.23-97, Aviation Turbine Fuel Jet A / Jet A-1, latest issue. • Chinese No. 3 Jet Fuel (GB438, GB1788 and GB6537). • Russian Fuels RT + TS-1 (GOST 10227-86) & Jet A-1 (GOST R52050). • Avgas 100 meeting latest versions of either: DEF STAN 91-90; ASTM D 910; or CAN CGSB 3.25.
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the</p>	<p>The price includes the cost of refueling aviation fuel in the fuel tanks of the aircraft. Pricing can be offered only Formula Market (Market pricing) – the other is not accepted.</p>

	Customs Union, etc.	
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	<p>1. The Seller must ensure that the fuel is not contaminated and that the quality of Fuel delivered to the Buyer is maintained at all times throughout the supply chain from the refinery to the point of delivery. For this purpose the Seller shall ensure that the policies, standards, procedures and any other practices recommended in ICAO Doc 9977 are implemented and complied with by the Seller, Seller's agents, suppliers, operators and any other parties engaged in the operation and/or the supply of Fuel and Services.</p> <p>2. Fuel delivered to fuel facilities at airports can also meet the Aviation Fuel Quality Requirements for Jointly Operated Systems (AFQRJOS) commonly known as Joint Fuelling System Check List, for Jet A-1, latest issue.</p>
9	Other necessary information or additional requirements	<p>Seller shall take out and maintain for the duration of the Agreement general third party liability insurance for a combined single limit of USD 500,000,000 (five hundred million United States Dollars) for each occurrence/each aircraft. The Participant must provide a copy of the valid insurance policy (Insurance Policy Certificate) as part of the application for participation, as well as provide the Buyer with a valid insurance policy annually and/or at each renewal of the insurance policy by the Participant and/or at each change in the insurance policy.</p> <p>The contract should be presented in the format of IATA Aviation Fuel Supply Model Agreement. Mandatory items for inclusion in the contract and not subject to change are:</p> <ul style="list-style-type: none"> - ANNEX II-LOCATION AGREEMENTS (FOR EACH LOCATION). - ANNEX VII: INFORMATION ON BENEFICIARIES. - ANNEX VIII: STATUS OF THE FIGHT AGAINST CORRUPTION

_____ № _____

AVIATION FUEL SUPPLY AGREEMENT (JETA1)

DATED _____ 2021

Between

Rossiya Airlines JSC

And

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ATTACHMENT 1: INFORMATION ON BENEFICIARIES
30

THIS AGREEMENT is made on _____ 2021.

BETWEEN:

- (1) _____, a _____ company _____ incorporated _____ in _____ ("Seller");
- (2) **Rossiya Airlines Joint Stock Company** incorporated in Russia, and having its registered office at Pilotov Street 18/4, 196210 Saint-Petersburg ("Buyer");

IT IS AGREED AS FOLLOWS:

1. Scope

Subject to and in accordance with the conditions set forth in the IATA Model Terms and Conditions for Aviation Fuel Supply, **version 4, dated October 2013** (hereinafter: "the General Terms and Conditions") which are incorporated herein by reference and attached hereto as Annex I, Seller agrees to sell and deliver or cause to be sold and delivered and Buyer agrees to purchase, receive and pay for the Fuel for consumption in Buyer's Aircraft as detailed in this Agreement and subsequent location agreements (as defined hereinafter).

In case of any discrepancy or conflict between a provision in this Agreement and the General Terms and Conditions, the Agreement shall prevail.

2. Affiliated Companies of Buyer / Seller

For the purpose of this Agreement, the companies set out in Annex IV: Administrative Arrangements will be regarded as Affiliated Companies of Buyer/Seller:

-
-

3. Duration

This agreement is effective from the date of signing and continues in full force and effect, until terminated pursuant to the General Terms and Conditions." The location agreement should be signed for each new contract period.

4. Location Agreements

- 4.1 All specific terms and conditions relating to the supply of Fuel, agreed between Buyer and Seller for any given location during a certain period of time, shall be detailed in a



location agreement (hereinafter: "Location Agreement"). In case of any discrepancy or conflict between a provision in a Location Agreement and this Agreement, the Location Agreement shall prevail.

- 4.2 Upon the parties having reached agreement on the specifics of any such location, Buyer shall forward a fully complete and signed Location Agreement to Seller. Upon receipt thereof, Seller has to reconfirm the agreement by Countersigning the Location Agreement and returning the document to Buyer.
(Note: The Parties agree to accept signed documents by E-mail with further sending of the originals)

Each Location Agreement shall form an integral part of this Agreement and shall be attached to this Agreement as per Annex II.

- 4.3 A Location Agreement becomes effective on the first day of the delivery period as stated therein. The expiry date of the Location Agreement shall be the last day of the delivery period, or, in case of (early) termination in accordance with the General Terms and Conditions, the day of such (early) termination.

4.4 Evergreen Agreements

In the event the parties agree on a Location Agreement without a defined expiry date (hereinafter: an "Evergreen Agreement"), then either party may terminate an Evergreen Agreement upon not less than 30 days prior written notice.

5. Price.

Except as otherwise agreed upon in the Location Agreement, the following will apply in respect of prices and price adjustments.

A market price is a price, which is fixed for a certain period of time (the "Market Price"). For Market Prices, the following applies:

a) In order at any time to change the existing Market Price for any location, the Seller shall send a written notification thereof to the Buyer specifying the location affected, the amount of the requested price change at that location and the date when the new Market Price will come into operation at that location (the "Effective Date"), which date shall be no less than 15 days from the date of the written notice.

b) The new Market Price shall come into effect on the Effective Date unless the Buyer contacts the Seller as soon as possible (and, in any event, before the Effective Date) to contest the new Market Price. In such event the parties shall negotiate in good faith to try to reach mutual agreement before the Effective Date on an acceptable revised new Market Price. If the parties do reach agreement, the mutually agreed revised new Market Price shall become the applicable Market Price on the Effective Date.



c) If the parties cannot reach mutual agreement on the new Market Price by the Effective Date, and without prejudice to the rights granted pursuant to clause 4 above each party shall have the right, up to and including the 30th day following the Effective Date, to terminate the applicable Location Agreement by giving a minimum of 30 days' written notice thereof to the other party. Whether or not such a notice of termination is served, the new Market Price proposed in the Seller's written notification shall come into operation on the Effective Date and all other terms and conditions of this Agreement applicable at that date shall remain valid and binding, provided however that, without prejudice to any notice of termination that may have been served, the Seller retains the right to change the Market Price at that location on no less 30 days' written notice to the Buyer at any time.

6. Point of Delivery

Unless otherwise agreed in the respective Location Agreement, Fuel shall be delivered into Buyer's Aircraft according to the IATA Guidance Material on Standard Into-Plane Fuelling Procedures, latest edition.

If Fuel is to be delivered into a fuel facility of an airline consortium or at another point of delivery, such Fuel shall be delivered in compliance with ICAO Doc 9977.

7. Service Levels

For the purpose of this Agreement the level of services to be provided by the seller, its affiliated companies and subcontractors and the enabling action to be undertaken by the buyer shall be as set out in Annex V: Service Agreement.

The Service Agreement will be effective from the date stated in that agreement.

8. Invoicing; Payment Terms and Payments

8.1 To the extent not otherwise agreed in the Location Agreement, the following shall apply:

Seller shall invoice Buyer as set out in Annex IV: Administrative Arrangements for all Fuel delivered to Buyer. Invoices shall state costs of avgas, taxes, duties and any other charges as separate line items.

Invoices for Fuel delivered to companies for which Buyer is acting as an agent only shall be sent directly to the agreed company without any involvement of Buyer.



Unless otherwise specified in the respective Location Agreement, invoices shall be issued and payment shall be effected in United States Dollars (USD).

The payment term is specified in Annex IV: Administrative Arrangements.

Payments shall be transferred to the Seller's bank account as specified in Annex IV: Administrative Arrangements.

Hard copy invoices shall be addressed as set out in Annex IV: Administrative Arrangements.

8.2 Buyer fails to pay any invoice in full by its due date for payment; and/or The creditworthiness or financial capability of Buyer deteriorates materially in the reasonable judgment of Seller at any time; May at its Option.

Require Buyer to make advance payment, payment at the time of any future delivery and/or provide satisfactory security;

Surcharge each future invoice at the time of preparation at the applicable USD interbank rate plus

two percent (2%), which amount will be refunded only if payment is received by the due date;

Withhold future deliveries until all sums due have been paid in full; and/or

Charge interest at the rate of International Bank Rate (TBD) plus two percent (2%) (or at such other rate as Seller determines is the most appropriate substitute therefor in the jurisdiction where Buyer is resident) or at such rate as may be specifically agreed between Seller and Buyer from time to time on any amount overdue for payment, such interest to be detailed separately on relevant invoices and also detailed at the end of each month in the monthly statement of account, if applicable".

9. Deviations from General Terms and Conditions

None permitted

10. Insurance

Seller has effected and shall maintain during the term of this Agreement an airline aviation general third party liability insurance as set out in Annex IV: Administrative Arrangements.

11. Notices

Notices shall be sent between the parties to the respective addresses in Annex IV: Administrative Arrangements.



12. Governing Law

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Texas and the USA.

13. Disputes

Any dispute that may arise out of or in connection with this Agreement shall be finally settled under the laws of the State of Texas and the USA.

In witness whereof the parties hereto have executed this Agreement in twofold.

BUYER: Rossiya Airlines JSC

Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:

Position:



**Annex I – IATA MODEL GENERAL TERMS AND CONDITIONS FOR AVIATION FUEL SUPPLY
VERSION 4, DATED october 2013**

1. Definitions

The following terms, when capitalised, shall have the meaning defined hereinafter, unless the context otherwise requires:

Affiliate: Two parties are affiliates if either party has the power to control the other, or a third party controls or has the power to control the both.

Agent: One that acts or has the power or authority to act for or represent another.

Agreement: any agreement for aviation fuel supply into which these Model General Terms and Conditions have been incorporated.

Buyer's Aircraft: the aircraft owned, leased, operated by or on behalf of Buyer or Buyer's Affiliated Companies.

Contaminated Fuel: means fuel that is cross-contaminated by other products, including other fuel grades or additives, that could put the fuel off-specification, contains unacceptable levels of particulates or water — fails the visual clear and bright check or exceeds the cleanliness limits set out in IATA Guidance Material for Aviation Turbine Fuel Specifications, Part III, Cleanliness and Handling, or contains unacceptable levels of microbiological growth.

Deliverer: the entity in addition to Seller who, on behalf of Seller, performs Seller's supply and delivery obligations under the Agreement.

Delivery Note: a document, produced in writing or by electronic means, accurately and clearly stating the date of receipt, time, registration number of aircraft, flight number, aircraft type, product description, meter readings and quantity delivered in kilograms, litres or gallons, in accordance with Seller's normal practices, or any additional information the parties may agree upon.

Fuel: aviation jet fuel.



ICAO Doc 9977: Manual on Civil Aviation Jet Fuel Supply.

Off-specification Fuel: Fuel, which is found not to be in accordance with the relevant (quality) specification set forth in the Agreement.

For the purpose of the Articles 6.1.G, 6.2.B and 15, “Buyer” shall include the officers, directors, employees, servants, agents, subcontractors and representatives of the person or entity mentioned as such in the heading of the Agreement.

For the purpose of the Articles 6.1.D, 8.2 and 11.2, “Seller” shall include the officers, directors, employees, servants, agents, subcontractors, Deliverer and representatives of the person or entity mentioned as such in the heading of the Agreement.

Services: means all services to be provided by the Seller under this Agreement and the Seller’s obligations under this Agreement, together with all ancillary services reasonably and necessarily required to comply with the provisions of this Agreement (whether such services or obligations are performed by the Seller or not).

2. Representation

Buyer contracts hereunder on its own behalf and as agent for its Affiliated Companies in respect of their rights and obligations under the Agreement. The Buyer warrants (i) that it has been duly authorized by each Buyer’s Affiliated Company to enter into this Agreement on behalf of each and (ii) that each Buyer’s Affiliated Company shall be individually bound by the terms and conditions of this Agreement in respect of deliveries of Fuel made to them and responsible for any liabilities arising there from. Provided that if Buyer is in breach of the warranties given under this Clause, it will indemnify Seller in respect of all costs, losses damages, expenses or liabilities incurred by Seller as a result of that breach. For the purpose of this Agreement Buyer’s Affiliated Companies are set out in the Agreement or its annexes together with any other company or entity which may be agreed in writing between the Buyer and Seller from time to time.



3. Specifications and requirements

- 3.1 Seller warrants that the Fuel supplied by it shall comply with the following specifications and requirements:
- a) meet one of the specifications set forth hereunder, as listed in the IATA Guidance Material for Aviation Turbine Fuels Specifications, latest issue; (per location, the Agreement may list the particular specification):
- ASTM Standard Specification D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue.
 - British Ministry of Defence Standard DEF STAN 91-91 Turbine Fuel, Aviation, "Kerosene Type", Jet A-1, latest issue.
 - Canadian specification Can/CGSB-3.23-97, Aviation Turbine Fuel Jet A / Jet A-1, latest issue.
 - Chinese No. 3 Jet Fuel (GB438, GB1788 and GB6537).
 - Russian Fuels RT + TS-1 (GOST 10227-86) & Jet A-1 (GOST R52050).
 - Avgas 100 meeting latest versions of either: DEF STAN 91-90; ASTM D 910; or CAN CGSB 3.25.
- b) The Fuel shall meet the requirements, if any, set by the governmental regulatory authority with jurisdiction in such a location. Should any such requirement lead to a deviation from the agreed specification, Seller shall notify Buyer in advance and Buyer's prior permission for delivery of such Fuel is required.
- 3.2 Any other supply specification requires approval by Buyer and a complete specification must be attached to the Agreement.
- 3.3 EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THERE ARE NO GUARAN-TEES OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS OR SUITABILITY OF THE FUEL FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

4. Quality

- 4.1 The Seller must ensure that the fuel is not contaminated and that the quality of Fuel delivered to the Buyer is maintained at all times throughout the supply chain from the refinery to the point of delivery. For this purpose the Seller shall ensure that the policies, standards, procedures and any other practices recommended in ICAO Doc 9977 are implemented and complied with by the Seller, Seller's agents, suppliers, operators and any other parties engaged in the operation and/or the supply of Fuel and Services.
- 4.2 Fuel delivered to fuel facilities at airports can also meet the Aviation Fuel Quality Requirements for Jointly Operated Systems (AFQRJOS) commonly known as Joint Fuelling System Check List, for Jet A-1, latest issue.
- 4.3 Sampling shall be performed as stated in the Fuel Quality Control & Fuelling Safety Standards issued by the IATA Fuel Quality Pool or as stated in Chapter 5, Fuel Quality Control Requirements of the Aviation Fuel Quality Control and Operating Standards, (latest issue) pertaining to Joint Into-Plane Fuelling Services of the Joint Industry Group, JIG endorsed by the IATA Technical Fuel Group. If required by the airline, additionally, a test for suspended water shall be performed, using one of the following approved chemical detectors: Shell Water Detector, Velcon Hydrokit, Mobil Water Indicator/Metrocator, Aqua-Glo, POZ-T device, Repsol/YPF-Water Detector, Aqua Indica, Aquadis and CASRI.



- 4.4. In case of delivery of contaminated fuel or off-specification fuel, non-performance of fuel delivery terms and conditions, failure in services provision the Buyer has the right to demand from the Seller to pay the penalty equal to 0,1 % from the cost of fuel services.

Commentary: In North America in particular, operating standards are generally to Airlines For America, specification ATA 103 (Standards for Jet Fuel Quality Control), latest issue. In certain areas ATA 103 and the JIG differ, and so ATA 103 does not meet the standards that are required by IATA airlines, where the IATA endorsed JIG are used as the operational standard.

5. Quantity

Seller shall be obligated to sell and deliver, or cause to be sold and delivered, and Buyer shall be obligated to purchase the quantities agreed upon between the parties, provided however that Buyer shall in no event be obligated to purchase more than its actual requirements.

The quantities mentioned in the Agreement are Buyer's best estimates. Buyer shall give advance notice of any major change in its estimates.

6. Delivery

- 6.1 Should the Fuel be delivered by Seller into Buyer's Aircraft tanks ("into-plane delivery"), the following shall apply:
- a) Title to and risk of loss of the Fuel shall pass to Buyer at the time the Fuel passes the inlet coupling of the receiving aircraft.
 - b) Seller's measurement shall be accepted as prima facie evidence of the quantities of Fuel delivered, but Buyer shall be entitled to check the accuracy of the instruments used by Seller upon reasonable notice during Seller's normal operating hours in the presence of Seller's representative. Determinations of quantities made in accordance with international industry practice shall be binding.
 - c) Upon Buyer's request, Seller may provide the most current specific gravity or density measurement of Fuel from airport storage, or provide Buyer with appropriate devices to measure it at the Buyer's Aircraft. Notwithstanding the foregoing, Buyer shall not hold Seller responsible for any claims and expense related to Seller providing the specific gravity or density measurement or such devices, except to the extent caused by Seller's wilful misconduct or negligence.
 - d) Deliveries shall be made in accordance with all applicable governmental laws and regulations, Seller's/Deliverer's standard quality control and operating procedures, in compliance with the relevant standards set out in the ICAO Doc 9977 and the requirements laid down by the airport governing authority. Furthermore, unless otherwise agreed, Seller or its Affiliated Company shall use or apply their standard quality control and operating procedures (as amended from time to time) or those of the delivering entities utilised by it for deliveries into Buyer's Aircraft, provided however that failure to use or apply such procedures shall not be grounds for termination pursuant to Article 16.3.A unless such failure is one affecting safety, environmental and/or quality control that has not been cured in the requisite time and which is sufficiently grievous as to amount to a material breach of the Agreement.



-
- e) Except as otherwise agreed in writing by Seller or its Deliverer, Seller or its Deliverer shall not be obligated to make delivery unless a representative of Buyer is present. Seller shall provide the number of copies of the Delivery Note as agreed with Buyer and as necessary pursuant to local requirements.
- f) Any Fuel sold or caused to be sold by Seller under the Agreement which is found to be Off-Specification Fuel or Contaminated Fuel may be rejected by Buyer, at Buyer's sole discretion. Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses resulting from the use, storage or delivery into Buyer's Aircraft of Seller's Off-Specification Fuel or Contaminated Fuel, including the costs of replacement of all Fuel contaminated through commingling with Seller's Off-Specification Fuel or Contaminated Fuel, except to the extent caused by Buyer's negligence or wilful misconduct.
- 6.2 Should the Fuel be delivered by the Seller into a fuel facility of an airline consortium or at another point of delivery, the following shall apply:
- a) Title to and risk of loss of the Fuel shall pass to Buyer at the point agreed between the parties.
- b) Any Fuel sold under the Agreement, which is found to be Off-Specification Fuel or Contaminated Fuel may be rejected by Buyer, at Buyer's sole discretion. Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses resulting from the use or storage of Off-Specification Fuel or Contaminated Fuel, including the costs of replacement of all Fuel contaminated through commingling with Seller's Off-Specification Fuel or Contaminated Fuel, except to the extent caused by Buyer's negligence or wilful misconduct.
- 6.3 Seller shall pro-actively take reasonable steps to keep informed, and will use its best endeavours to ensure that Buyer is notified as soon as practicable
- a) (and in any event within 24 hours of Seller's knowledge) of any matter that could reasonably be expected to impact Seller's ability to supply Buyer in accordance with the Agreement including (but not limited to) factors which are expected to lead to a change in Seller's inventory levels in the airport storage (not being a change in inventory levels in the ordinary course of supply) or a likely disruption to supply at a Seller supplying terminal or where the Seller is unable to provide the Fuel due to inoperability of the delivery infrastructure or when there is a material change in a supply route operation including but not limited to refinery production, terminal operation or frequency of bridging deliveries; Seller will provide Buyer with relevant information regarding the matter and any Seller planned actions to minimise any impact on Buyer, and in the case of any disruption to supply, provide daily updates or relevant information in writing until the supply disruption is resolved.
- b) of any infrastructure works which the supplier may be aware of and which potentially may impact available supply to the Buyer.

7. Defuelling

Buyer may request and Seller may agree upon a defuelling of Buyer's Aircraft. The Fuel so removed from Buyer's Aircraft shall be disposed of or stored as agreed between the parties and at Buyer's sole cost and expense. Seller may charge an extra fee for such services. The parties shall agree upon the value of the Fuel so defuelled.



If however defuelling of Buyer's Aircraft is necessary due to Seller's fault or negligence (e.g. delivery of Off-Specification and/or Contaminated Fuel or delivery of a larger quantity than agreed upon), Seller or its Deliverer shall defuel Buyer's Aircraft, at Buyer's request and at Sellers sole cost and expense.

For guidance on defueling, refer to IATA Guidance Material on Microbiological Contamination in Aircraft Fuel Tanks, Chapter 2 and Appendix 3.

8. BUYER'S RESPONSIBILITIES

8.1 Buyer shall have sole responsibility for operating all appropriate aircraft fueling switches, valves and pre-set quantities gauges.

8.2 In the event Buyer requests Seller to perform the services as described in Article 8.1, or other delivery services in addition to those listed as normal delivery services in the Agreement, and Seller agrees to perform same, Buyer agrees to indemnify, defend and save harmless Seller from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or to the environment or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses, arising out of or related to Seller's action in performing or omission to perform the requested services, except to the extent caused by the negligence or wilful misconduct of Seller.

9. INSPECTIONS, AUDITS AND SAMPLES

9.1 Buyer or its representative shall have the right to perform a (technical) survey, audit or inspection of:

- a) The manual and operating procedures as set forth in Article 6.1.E of Seller or the delivering entity,
- b) Seller's records on quality control and checks of the Fuel, and
- c) Seller's refuelling services at the aircraft and operational standards of airport storage and airport distribution system.

The issues mentioned under Article 9.1 shall be made available for inspection or survey, as the case may be, by Buyer at the facility where they are utilised for deliveries to Buyer. A (technical) survey or inspection shall be made during normal working hours. Buyer shall give reasonable notice of its intention to perform a (technical) survey or inspection as provided in this Article 9.1, and shall use its best endeavours not to hinder, delay or disrupt Seller's or Seller's Deliverer's fuelling activities.

9.2 Buyer or its representative shall have the right to obtain samples of the Fuel intended to be delivered to Buyer, to be taken by Seller or Seller's representative with Buyer having the right to be present. Buyer shall give Seller reasonable advance notice of its intention to obtain samples. The taking of samples shall be carried out in accordance



with the Fuel Quality Control & Fuelling Safety Standards issued by the IATA Fuel Quality Pool or as stated in Chapter 5, Fuel Quality Control Requirements of the Aviation Fuel Quality Control and Operating Standards, Joint Into- Plane Fuelling Services (latest issue) of the Joint Industry Group, JIG endorsed by the IATA Technical Fuel Group.

10. COMPLAINTS, CLAIMS

Complaints as to short delivery or delays shall be notified to Seller at the time of delivery, followed by a written claim.

11. FUELLING/DEFUELING WITH PASSENGERS ON BOARD OR EMBARKING OR DISEMBARKING

- 11.1 To the extent permitted by local regulations, into-plane delivery or removal of Fuel as set forth in Article 7 may be made at Buyer's request when there are passengers or other persons on board the aircraft or embarking or disembarking. In such event, Buyer shall be solely responsible for ensuring that the provisions of the local airport regulations relating to such delivery or removal are carried out, that appropriate instructions are issued by Buyer to its employees for the safety of said persons during such delivery or removal and that such instructions are strictly observed by its employees and said persons.

12. CODESHARE ARRANGEMENTS

Where flight operations involving more than one Airline Company exist, there is an obligation (responsibility) on the Buyer(s) to inform and agree with their respective contracting Suppliers on refuelling arrangements.

Unless otherwise agreed, refuelling of aircraft in these situations will be carried out on the following basis:

“Operating flight prefix will identify both contracting parties (buyers and sellers)”

13. DUTIES, TAXES AND CHARGES

- 13.1 Buyer shall pay any taxes, fees or other charges, imposed by any national, local or airport authority on the delivery, sale, inspection, storage and use of Fuel, except for taxes on Seller's income and taxes on raw material. To the extent allowed, Seller shall show these taxes, fees and other charges as separate items on the invoice for the account of Buyer.
- 13.2 Seller shall keep Buyer informed at all times about the taxes, duties and charges existing or to be charged to Buyer. Should Seller, however, in good faith provide



inaccurate or incomplete information to Buyer, Buyer shall not be relieved of the obligation to pay. Buyer may, or at Buyer's request, Seller shall, as an applicable nominal party, take all actions necessary to contest the validity, applicability or any other like challenge with respect to the amount or application of such taxes, duties and charges (including but not limited to withholding of any tax) and shall institute actions to recover past or anticipated payments thereof, provided, as to withholding of any tax, that Buyer gives Seller an indemnity which meets any reasonable requirement of Seller. Unless other arrangements are made, all actions taken in this respect shall be at Buyer's sole expense.

13.3 If Buyer is entitled to purchase any Fuel sold pursuant to the Agreement free of any taxes, duties or charges, Buyer shall deliver to Seller a valid exemption certificate for such purchase.

14. FORCE MAJEURE

14.1 In addition to any waivers (arising out of the same or other causes) provided by operation of law, no failure or omission by either party to carry out or observe any of the provisions of the Agreement (except for Article 14.5 hereunder) shall give rise to any claim against that party, or be deemed to be a breach of the Agreement, if the same shall arise out of Force Majeure event. A Force Majeure event for the purposes of this Agreement means any cause not reasonably within the control of the parties, including such causes as labour disputes, strikes, governmental intervention, or the party's response to the insistence of any governmental instrumentality or person purporting to act therefore, terrorism, wars, civil commotion, hijacking, fire, flood, accident, storm or any act of God.

14.2 Notwithstanding the provisions of Article 14.1:

- a) neither party shall be relieved of any accrued obligation to make payment under the Agreement; and
- b) if the Seller is able to procure Fuel from another source in the relevant location, even if the cost of procuring such Fuel is at a higher cost, the Seller shall not be relieved of its obligation to provide Fuel to the Buyer under this Agreement. If the Seller fails to comply with the foregoing obligation, the Seller shall promptly reimburse the Buyer an amount equal to the difference between the price paid by Buyer to the third party supplier and the price that the Buyer would have paid to Seller for the Fuel.

14.3 The party delayed or prevented by Force Majeure shall use all reasonable endeavours to remove such reasons or mitigate the effects thereof, and upon removal and remedying of such reason said party shall promptly resume the performance of its obligations, provided, however, that a party in removing such reasons or mitigating such efforts shall not be required to settle strikes or lockouts or government claims by acceding to any demands when, in the discretion of that party, it would be inappropriate to do so.



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- 14.4 In the event deliveries are delayed, hindered or prevented due to Force Majeure on Seller's part, Buyer shall be free to purchase Fuel from third parties; during such period Buyer has to commit itself towards said third parties.
- 14.5 Force Majeure on the part of either party's Affiliated Companies or subcontractors at any given location shall, as to that specific location, be considered Force Majeure of that party.

15. LIABILITY

- 15.1 Except to the extent otherwise provided in these General Terms and Conditions or the Agreement, Seller shall indemnify, defend and save harmless Buyer from and against any and all claims, demands, proceedings, damages and liabilities for loss of or damage to property or for death of or injury to any person and against all associated direct costs (including reasonable attorney's fees) losses and expenses, caused by the Seller's performance of or omission to perform the Agreement, except to the extent caused by the negligence or wilful misconduct of Buyer.

In order to extend the benefit of any indemnity provided in this Article 15 and the Articles 6.1.D, 6.1.G, 6.2.B, 8.2, and 11.2 to the officers, directors, employees, servants, agents, subcontractors and representatives of the party so indemnified, the indemnified party will be deemed to have acted as agent or trustee for and on behalf of its officers, directors, employees, servants, agents, subcontractors and representatives.

16. (EARLY) TERMINATION

- 16.1 In the event Seller withdraws its operation from or Buyer ceases its operation at any location mentioned in the Agreement for any reason, either party shall have the right to terminate the Agreement as to such location. Where the Seller is the terminating party, the Seller shall use its best endeavours to give three months notice of such termination. Where the Buyer is the terminating party, the Buyer shall use its best endeavours to give 30 (thirty) days notice of such termination.

Additional Early Termination clauses: (Any additions or deletions should be specifically stated in Article 9 of the Agreement)

- a) Either party may terminate the Evergreen Agreement as per [...date...] upon no less than three months prior written notice.
- b) Seller may terminate the Evergreen Agreement or Location Agreement at any time upon at least three months prior written notice in the event that Seller's supply situation deteriorates dramatically;
- c) Buyer may terminate the Evergreen Agreement or Location Agreement at any time upon 30 (thirty) days prior written notice in the event that:
 - i. Seller's supply situation deteriorates or is likely to deteriorate dramatically The Seller's supply situation will be deemed to have



deteriorated dramatically or is likely to deteriorate dramatically where the Seller is unable or may not be able to provide Fuel to the Buyer that meets the Buyer's normal operational requirements; or

ii. except where an allocation/rationing plan is in effect, Seller has not provided the required volume of Fuel to Buyer to meet its normal operational requirements and such failure has arisen from the Seller providing Fuel to its other customers in favour of the Buyer.

d) Buyer may terminate the Evergreen Agreement or Location Agreement at any time upon 30 (thirty) days prior written notice in the event that:

I. Buyer's volume increases by a steady [...x AG...] per month or more;

II. the existing government price control is discontinued; or

III. the existing market situation is changed considerably

e) Buyer may terminate the Evergreen Agreement or Location Agreement with immediate effect in the event that the Fuel supplied by the Seller does not meet the specification set out in article 3.1 of (Part III Annex 1) of the General Terms and Conditions or the Location Agreement or is contaminated. Such termination will not affect any of the Buyer's other rights or remedies under this Agreement, including without limitation the Buyer's right to claim damages caused by such Fuel.

16.2 In the event of a substantial change in the ownership or control of any of the companies listed in the Agreement as either party's Affiliated Companies, such party shall immediately notify the other party of the occurrence of such change. Thereupon, where the Seller is the other party, the Seller shall have the choice, at its sole discretion, to terminate the agreement as to the relevant location upon giving three months prior written notice, and where the Buyer is the other party, the Buyer shall have the choice, at its sole discretion, to terminate the agreement as to the relevant location upon giving 30 days prior written notice.

16.3 A party may terminate the Agreement in whole or in part by means of a written notice to the other party without need of judicial recourse and with immediate effect:

a) In case of a material breach (or a number of breaches that collectively constitute a material breach, including any continuous or persistent breaches) of the Agreement by the other party, but only insofar the other party has not cured its breach of the Agreement, if curable, within 10 days of receiving written notice of the default from the first party. During such 10-day period the nonbreaching party may elect to suspend its performance of the Agreement.

b) If the other party becomes insolvent, makes a general assignment for the benefit of its creditors or commits an act of bankruptcy or if a petition for its reorganisation or readjustment of its indebtedness is filed by or against it, or if a receiver, trustee or liquidation of all or substantially all of its property is appointed.



16.4 Termination effected by a party under this Article shall not affect any other rights or remedies of such party under the law or otherwise.

16.5 Notwithstanding (early) termination, each party shall fulfil all obligations accrued under the Agreement prior to the time the termination becomes effective.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 Neither party may assign its obligations under the Agreement in whole or in part without prior written consent of the other party.

18. NON-WAIVER

No failure or delay of any party (including their employees and agents) to exercise any right or power under the Agreement or at law shall operate as a waiver thereof, except as provided in the Agreement, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power under the Agreement, and no waiver of any party of any provision or part of any provision of the Agreement shall be binding unless expressly confirmed in writing.

19. NON-DISCLOSURE

The information contained in the Agreement is confidential between the parties. Either party may only disclose such information to any person outside its own organisation, its Affiliated Companies or Seller's Deliverers to the extent necessary to perform the Agreement and upon the prior written consent of the other party being obtained, which consent shall not unreasonably be withheld. However:

- a) each party is allowed to disclose information to any governmental or supranational authority to the extent disclosure is legally compulsory; and
- b) the Buyer is allowed to disclose information of any findings resulting from any audit, investigation or inspection conducted under this Agreement to members and directors of IATA, IFQP, JIG and other fuel quality organizations the Buyer may be a member of, where such findings relate to a safety of flight issue for the Buyer and/or other aircraft operators.

20. NOTICES

Notices under this Agreement shall be made in writing (including telex. Facsimile, or other electronic form) and shall be deemed duly given only when delivered to the other party at the address stated in the Agreement. Upon request of a party, the other party will reconfirm the receipt of any notice.

21. ENTIRE AGREEMENT



The Agreement contains all agreements, arrangements and stipulations between the parties in respect of the supply of Fuel for the location(s) specified herein and supersede all prior agreements, arrangements and stipulations in respect of the same subject.

In case of discrepancies between any provisions in the General Terms and Conditions and any provision in the Agreement, such provision in the Agreement shall prevail.

22. SEVERABILITY

The provisions of the Agreement are severable and the invalidity of any provision in the Agreement shall not affect all other provisions, which will remain valid and binding.

23. MODIFICATIONS

Modifications or amendments to the Agreement are only valid when expressly agreed upon in writing.

24. OFFICIAL VERSION

These General Terms and Conditions and the Agreement shall be executed in the English language and the English language will be the only official language. Translations in any other language may be made for convenience purposes, but those translations shall in no event limit, alter, interpret, define or amend the contents of the English version of the General Terms and Conditions or the Agreement.

BUYER: Rossiya Airlines JSC

Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:



Position:

Annex II – LOCATION AGREEMENTS (FOR EACH LOCATION)

**To the Aviation Fuel Supply Agreement
Between JSC “Rossiya” and _____
dated ____ 2021
Location Agreement**

Ref.

Location: _____

Buyer: «Rossiya Airlines» joint stock company, 196210, St. Petersburg, Russia,
Pilotov st. 18/4

Seller: _____



Fuel specifications: ASTM D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue

Quality: IATA operational standard JIG Guidelines

Quantity: _____ tons

Price: Market price is ___ USD/MT for scheduled international and charter flights, does not contain taxes, duties and other charges.

Term of agreement: from the date of signing -31 October 2021

Invoice mode: PDF

Invoice frequency: Weekly

Payment terms: post-payment

Remarks:

Dated: _____ 2021

Buyer: **JSC “Rossiya”**

Seller:

Name: **Andrei Ordinov**

Name:

Title: **Deputy General Director for operation**

Title:

Company name: «Rossiya Airlines» joint stock company

The address: 196210, St. Petersburg, Russia, Pilotov st. 18/4

Currency: US Dollar (USD)

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

SWIFT: SABRRUMM

Acc. transit: № 40702840755001000096

Acc. current: № 40702840455000000096

Correspondent Bank: The Bank of New York Mellon, New York, NY

SWIFT: IRVTUS3N

Annex III - SAFETY, QUALITY AND OPERATIONS MANAGEMENT

1. INTERPRETATION

1.1 Except for the defined terms set out below, all capitalized terms not defined within this Addendum shall have the meanings set forth in the Agreement.

- a) **“ICAO Manual”** means the ICAO Manual on Civil Aviation Jet Fuel Supply (ICAO Doc 9977, AN/489).
- b) **“Services”** means all services to be provided by the Seller under this Agreement and the Seller’s obligations under this Agreement including the provision of Fuel from the point of refinery up to and including the point of delivery, together with all ancillary services reasonably and necessarily required to comply with the provisions of this Agreement (whether such services or obligations are performed by the Seller or not).



1.2 Nature of Seller Obligations

- a) Subject to clause 1.2(b) below, where the Seller is required to ensure and procure compliance with certain obligations by its contractors, sub-contractors and/or agents under the Agreement, these obligations are absolute in nature.
- b) The Seller is permitted to use its best endeavours to ensure and procure such compliance only where its contractor, sub-contractor and/or agent is a joint venture, is the sole provider of the service in the Location, or where the Seller is mandated under local laws and/or regulations to use a specific contractor, sub-contractor and/or agent in that Location. To the extent Seller is not able to ensure and procure compliance by any of the foregoing contractors and/or agents, the Seller must work with that contractor and/or agent to take all reasonable measures to mitigate the risks of any such non-compliance.

2. VARIATIONS TO THE AGREEMENT

In consideration of the mutual covenants set out in this Annex and the consideration set forth in the Agreement, Buyer and the Seller agree to amend the Agreement by inserting the following terms and conditions to the General Terms and Conditions as follows:

2.1 COMPLIANCE WITH FUEL STANDARDS AND REQUIREMENTS

- (1) **Fuel Standards and Requirements.** Without limiting any other provision of this Agreement, Seller must, and must ensure and procure that its employees, contractors, sub-contractors and/or agents, comply with the standards and industry practices as referenced in the ICAO Manual (to the extent relevant to operations that are under the Seller's control or material influence) and the Agreement, including without limitation the specifications for Fuel as set out in Article 3 of the General Terms and Conditions, and any other specific industry standards or practices as set out in the respective location agreement, to the extent that such standards, industry practices and requirements (as amended from time to time) are applicable to the provision of the Services under this Agreement (collectively, the "**Fuel Standards and Requirements**").
- (2) **Operations Procedures and Management.**

Seller must, and must ensure and procure that its employees, contractors, sub-contractors and/or agents:

 - a) have documented procedures for the provision of the Services that they provide to the Buyer or are otherwise responsible for, and that such procedures are promptly updated and implemented so that Seller and its employees, contractors, sub-contractors and/or agents comply with the Fuel Standards and Requirements (including any amendments to the Fuel Standards and Requirements) ("**Operations Procedures**");
 - b) comply with Operations Procedures in relation to the provision of the Services under this Agreement; and
 - c) notify their respective employees of the applicable Fuel Standards and Requirements and the applicable Operations Procedures, including any changes to such standards and procedures, as it applies to them.
- (3) **Training Requirements.**



Seller must, and must ensure and procure its employees, contractors, sub-contractors and/or agents:

- a) provide induction and recurrent training and conduct tests to their respective employees, contractors, sub-contractors and/or agents who are involved in the provision of the Services on a regular basis to ensure they understand the applicable Fuel Standards and Requirements (including any amendments to the Fuel Standards and Requirements) and the applicable Operations Procedures (including any amendments to Operations Procedures) that apply to them. Notwithstanding the foregoing, the Buyer may also provide induction training and conduct an evaluation of the Seller's employees, contractors, sub-contractors and/or agents with respect to the specific requirements as set out in the applicable location agreement.
 - b) maintain and update its training to ensure it remains current and up-to-date with changes to the Fuel Standards and Requirements and Operations Procedures, and that additional training is provided with respect to such changes;
 - c) that prior to their respective employees providing any tasks relating to the provision of Fuel and/or Services to Buyer under this Agreement, ensure that such person has attended the training and passed the tests relevant to that task as required under Article 4A(3)(a); and
 - d) with respect to their respective employees, who are involved with the provision of Fuel and/or the Services ensure they have:
 - (i) read, understood and agree to comply with the Fuel Standards and Requirements (including any amendments to the Fuel Standards and Requirements) and Operations Procedures (including any amendments to Operations Procedures) that apply to them; and
 - (ii) participated in and passed the training session(s) and tests conducted pursuant to Article 4A(3)(a),
 - e) document and maintain written supporting documentation to evidence compliance with this Article ("**Training Record**").
- (4) **Seller's Responsibility.** Seller must, and must ensure and procure its employees, contractors, sub-contractors and/or agents actively monitors and manages the delivery of Fuel up to the point of delivery and the provision of Services to ensure that it complies with the terms of this Agreement, as well as the Fuel Standards and Requirements and Operations Procedures as it applies to them.
- (5) **Option to Replace personnel.**
- a) Buyer may at any time notify Seller that it requires Seller to replace any of its employees, or any of the employees of its contractors, sub-contractors and/or agents, involved in the provision of the Fuel and/or Services to the Buyer if the reason for the request is due to:
 - (i) such employee being in breach of the Fuel Standards and Requirements and/or Operations Procedures or is otherwise involved in any flight safety issue; or
 - (ii) serious misconduct by that employee.



- b) If Buyer notifies Seller in accordance with Article 4A(5)(a), Seller must immediately withdraw the employee or use its best endeavours to ensure and procure its contractor, sub-contractors or agent to immediately withdraw the employee from being involved in the provision of Fuel and the Services.
 - c) If Seller is required to replace the person in accordance with Article 4A(5)(a), it must:
 - (i) do so with another person of suitable ability and qualifications; and
 - (ii) ensure that the person being replaced does not have access to (or otherwise be in the vicinity of) Buyer's aircraft.
 - d) Where the Buyer has provided its prior written consent, the Seller may permit the person replaced under this Article to recommence providing the Fuel and the Services to Buyer under the Agreement.
 - e) For the avoidance of doubt, the Seller's obligation to replace any of its employees or to ensure and procure the replacement of employees of its contractors, sub-contractors and/or agents under this Article is not, and shall not be or be deemed to be under any circumstances an obligation to terminate an employee.
- (6) The Seller will develop or has in place and will maintain an organisational culture where a 'safety comes first' philosophy forms the basis of all workplace activities conducted by its employees, and will use its best to ensure and procure the same from its contractors, sub-contractors and agents.

3. AUDIT AND INVESTIGATION RIGHTS

- (1) **Record keeping.** The Seller must, and must ensure and procure its contractors, sub-contractors and agents, keep, for a period of at least two (2) years (or such longer period as may be specified by the Fuel Standards and Requirements) from the date of its creation, adequate documents and records (including without limitation, the Training Records) in sufficient detail to allow Buyer to determine the Seller's compliance with this Agreement and if requested by Buyer, the Seller must provide those documents and records to Buyer.
- (2) **Audits and Investigations.** In addition to the rights set out in Article 9.1 of the General Terms and Conditions, Buyer (or its nominee) may conduct:
- a) an audit but at least bi-annually for each Location:
 - (i) to confirm Seller's compliance with this Agreement, including without limitation, the Fuel Standards and Requirements; and/or
 - (ii) enable Buyer to meet its applicable contractual, regulatory and internal management requirements.
 - b) an investigation at any time with respect to:
 - (i) any actual or suspected flight safety issues; and/or

- (ii) in the event of any non-compliance of the Agreement (including the Operations Procedures) by the Seller, its employees, contractors, sub-contractors and/or agents where the airworthiness of an aircraft is compromised, or where such non-compliance will or may cause damage to an aircraft, or injury to the Buyer's employees, contractors, sub-contractors and/or agents and any passengers, crew or any person to be carried on an aircraft; and
- (3) **Access.** Notwithstanding any provision to the contrary in the Agreement, Seller must, and must ensure and procure its employees, contractors, sub-contractors and/or agents, give Buyer or its representative full access on reasonable notice and at all reasonable times to:
 - a) information and data in the possession, custody or control of Seller or any of its contractors, sub-contractors and agents;
 - b) the locations and any other premises or facilities, including the apron at which or from which Seller or its employees, contractors, sub-contractors and/or agents provide the Fuel and the Services;
 - c) all relevant sections and appliances of the fuel storage and distribution network, including fuelling vehicles;
 - d) Supplier and its contractors, sub-contractors and/or agents systems, documents, records and materials relating to the Fuel and the Services; and
 - e) Supplier employees, contractors, sub-contractors and/or agents for the purposes of obtaining information in relation to this Agreement, the operation of the Services and the provision of Fuel, and must provide such assistance that they reasonably require.
- (4) **Rectification Plan.** Seller must (at its own cost and expense) promptly:
 - a) review the conclusions or recommendations from the audit or investigation (as the case may be); and
 - b) take any corrective action to rectify any problems identified in any inspection, investigation or audit conducted under this Agreement which could reasonably be expected to have an adverse effect on Seller's ability to provide the Fuel and Services in accordance with this Agreement, and such corrective action must be undertaken within the time period as specified by Buyer in line with industry best practice. The Buyer may conduct such follow-up inspections, investigations or audits to ensure that any identified problems have been corrected.

4. TERMINATION RIGHTS

Notwithstanding any provision to the contrary in the Agreement, if:

- a) Seller breaches any of the provisions of Article 4A; or
- b) Seller has, through its acts or omission, directly or indirectly caused a suspected or actual flight safety issue (as determined by Buyer in its sole discretion

then Buyer may either:



-
- i. suspend this Agreement in whole or in part by giving written notice to Seller with immediate effect or effective upon the date of suspension as may be specified in the notice and such suspension shall be effective for 90 days (or such shorter period as the Buyer may specify); and/or
 - ii. terminate this Agreement in whole or in part by giving at least 30 days prior written notice to Seller.

5. CONDITIONS OF SUBCONTRACTING

If Seller proposes to subcontract any of its obligations under this Agreement or proposes to change any subcontractor, Seller must give Buyer at least 30 days written notice prior to the proposed subcontractor actually providing Fuel or Services to the Buyer under this Agreement, and such notice shall contain details of the proposed subcontractor, the obligations they will be performing and evidence that the proposed subcontractor complies with the standards set out in the ICAO Manual or as otherwise specified in the Agreement. Seller shall enter into a written subcontract with each of its subcontractors and must ensure that each written subcontract allows the Buyer the right to audit the subcontractor and the subcontractor shall be required to fulfil the same obligations to Buyer, as set out in Section 9A of this Agreement. The Seller acknowledges and agrees that Buyer may exercise its right to audit the proposed subcontractor prior to the proposed subcontractor actually providing the Services and/or Fuel to Buyer under this Agreement. For the avoidance of doubt, any appointment of a subcontractor will not relieve the Seller from any liability under this Agreement, and the Seller remains responsible for all obligations, services and functions performed by any subcontractor to the same extent as if those obligations, services and functions were performed by the Seller.

6. GENERAL

- 6.1. This Annex shall be governed by the Agreement and shall be made a part of the Agreement.
- 6.2. Any terms of the Agreement that are inconsistent with this Annex shall be superseded by the applicable terms and conditions of this Annex. Except as otherwise expressly amended by this Annex, the other terms and conditions of the Agreement remain unchanged and shall remain in full force and effect.

BUYER: Rossiya Airlines JSC



Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:

Position:



Annex IV: ADMINISTRATIVE ARRANGEMENTS

To the Aviation Fuel Supply Agreement Between Buyer and Seller

Date: _____ 202_

1. Affiliated Companies of Buyer and Seller

2. Insurance

A general third party liability insurance for a combined single limit of USD 500,000,000 (five hundred million United States Dollars) as annual aggregate.

The Seller must provide Buyer a valid insurance certificate each year and/or at each renewal of the insurance policy by Seller and/or at each modification to the insurance policy.

3. Invoicing

- a) The term of providing invoices upon the rendered services is not later than 5 (five) calendar days after the end of the period of rendering services.
- b) The payment period is 10 (ten) working days from the date of the invoice. All the scanned copies of invoices should be e-mailed to the accounting Department of the Buyer: OKR@rossiya-airlines.com and m.erofeeva@rossiya-airlines.com. The originals of invoices on paper are not sent.
- c) Both Parties have mutually agreed that all expenses linked with the bank transactions will be paid under SHA code; it means that the Payer will pay own bank fees, but in case of occurrence of the fees of other banks during the payment process, such bank fees will be deducted from the amount of transfer

4. Payments: post payments.

5. Sellers bank account

Name of Bank	:	Citibank Europe PLC, Dublin
Address of Bank	:	1 North Wall Quay, Dublin, Ireland
Account number	:	0018348012
Swift Code	:	CITIE2X
IBAN	:	IE81 CITI 9900 5118 3480 12
Intermediary Bank:		Citibank N.A. New York
Swift code:		CITIUS33

6. Notices

- a) Seller's address: Russia, 125167, Moscow, 5, building 1, Viktorenko street
- b) Buyer's address: Russia, 196210, St. Petersburg, Pilotov street 18/4

BUYER: Rossiya Airlines JSC

SELLER:



Name: Andrey Ordinov

Name:

Position: Deputy General Director for operation

Position:

Annex V: SERVICE AGREEMENT

To the Aviation Fuel Supply Location Agreement between Buyer and Seller

I. Required Service

Fuel must be provided into aircraft according to the IATA Guidance Material on Standard Into-Plane Fuelling Procedures, latest edition for the following service level:

- IATA Level 1 (Minimum Level of Service)
- IATA Level 2 (Routine Fuelling – Total Fuel Required)
- IATA Level 3 (Routine Fuelling – Distribution Required & Discrepancy Checking)
- IATA Level 4 (Non-Routine Fuelling)
- Other: Details to be specified by the Buyer

(Note: Tick the appropriate box)

II. Required Attendance:

- Direct attendance upon arrival aircraft at parking position
- Attendance upon xx minutes before scheduled departure of aircraft or fuelling to be completed xx minutes ETD
- Attendance upon announcement by the Buyer to the Seller's local operating location (xx minutes) in advance before landing and/or xx minutes before aircraft departure
- Attendance on ad hoc basis
- Other: to be specified

(Note: Buyer to specify the required attendance level.)

III. Seller agrees to provide

1. The availability of jet fuel as agreed in the Location Agreements
2. Adequate personnel, supervision and equipment to provide into-plane fuelling services for on time departures for buyer's scheduled flights.
3. On time information, including explanation, to Buyer on non-performance events including but not limited to fuelling delays, fuel disruptions or unplanned incidents

IV. Buyer agrees to provide



-
1. The required fuel uplift, departure fuel or requested fuel quantities
 2. That the aircraft is ready to be fuelled without any restrictions and risks concerning the aircraft safety with regard to fuelling

V. Performance Assessment

1. A "Fuelling Disruption" is defined as an event where jet fuel is not available for delivery to the aircraft due to circumstances under control of Seller. Seller is responsible for all circumstances unless the disruption is due to Force Majeure.
2. A "Fuelling Delay" is defined as an event where an aircraft to be refuelled misses its scheduled or expected departure time or departure slot due to circumstances under the control of Seller. Seller is responsible for all such circumstances unless performance is delayed, hindered or prevented due to Force Majeure or the aircraft to be refuelled under this agreement was not ready in time for refueling or hindered or prevented due to other activities at the aircraft site performed by the Buyer or its Agents.
3. Buyer agrees that unplanned flight activity shall not be deemed non-performance on the part of Seller. Unplanned flight activities include, but are not limited to, ad hoc flights, tail swaps, defuels, off schedule flights, ATC delayed flights, and aircraft maintenance related fuel activities (inoperative gauge process, fuel transfer, etc.)
4. If Seller or its into-plane service provider refuses refuelling services due under the agreement to the Buyer or its subsidiaries this refusal shall always and with no exemption be considered as a Fuelling Delay caused by the Seller

BUYER: Rossiya Airlines JSC

Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:

Position:



Annex VI: RIGHT TO AUDIT

1. The Carrier may at its own cost audit (once in 2 years) the designated services in airportS. Date will be mutually agreed and the Carrier will give at least 10 days' notice of any audit. The Handling Company shall cooperate with the Carrier and will undertake any corrective actions required.
2. The Carrier shall reserve the right to undertake unscheduled monitoring of rendering services by the Handling Company without prior notice.

BUYER: Rossiya Airlines JSC

Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:

Position:



ANNEX VII: INFORMATION ON BENEFICIARIES

1. In accordance with the governmental instructions dated December 28th 2011, not later than the date of signing of this Agreement, the Handling Company shall provide the Carrier with information in respect to all its owners (beneficiaries), including ultimate beneficiaries (holding more than 5% of shares), as well as in respect to structure of executive bodies according to the form of the Attachment 1 to the present Agreement, with all the relevant supporting documentation. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or executive bodies, the Handling Company shall immediately inform the Carrier of such changes, with all the relevant supporting documentation.

BUYER: Rossiya Airlines JSC

Name: Andrey Ordinov

Position: Deputy General Director for operation

SELLER:

Name:

Position:



ANNEX VIII: ANTI-CORRUPTION CLAUSE

1. While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in sub-paragraph 1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of sub-paragraph 1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

3. In case of violation by any Party of its obligations to refrain from any actions referred to in sub-paragraph 1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

BUYER: Rossiya Airlines JSC

SELLER:



Name: Andrey Ordinov
Position: Deputy General Director for operation

Name:
Position:

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

Agreement (bank details, subject matter, total amount, validity)					Name of the counterparty				Owners/beneficiaries data (till the owners/beneficiaries of the last level)							
No. of agreement and the date of entering into force	Subject matter of the agreement	Total amount of the agreement	Agreement's validity	Bank details and legal address of the counterparty	Taxpayer identification No.	State registration No.	Name of the company	CEO name	CEO ID/ passport details	Taxpayer identification No.	State registration No. (for legal entities)	Name of the owner/beneficiary	Registered address	ID (passport details) for individuals	CEO/owner/shareholder/beneficiary	List of the docs confirming the info about owners, shareholders and beneficiaries

Notice: detailed information about the chain of counterparty's owners shall be set in the schedule (founders/shareholders; in relation of founders/shareholders, who are legal entities, please complete the information of those legal entities' founders, owners etc., including the ultimate beneficiaries.

Signed
For and on behalf of the Buyer

Signed
For and on behalf of the Seller

by Mr. Andrei Ordinov
Deputy General Director for operation
(POA № Д-181/20 dated 19.06.2020)

by
