

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

Approval date

10	11	2021
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Procurement Documentation

Preliminary Qualification

Requests receiving place		Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/		
Date and time for the requests receiving commencement		15	11	2021
Date and time for the request receiving completion		07	12	2021 10-00 Moscow time
Place and date for examination of procurement bidder proposals and summarizing of results		18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210		
		10	12	2021
Commencement date for providing clarifications on procurement documentation		15	11	2021
Completion date for providing clarifications on procurement documents		01	12	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		The Buyer concludes an agreement for the whole volume of fuel supply with all participants who have passed the preliminary qualification selection. However the Buyer is not obliged to purchase the whole volume declared in the agreement to be concluded with each of the procurement participants. 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 supply			
Number of lots	1			

Name of the Subject-Matter of the Agreement (lot)					
Aviation fuel supply					
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
119 951 892, 778	USD	Not defined	Ton	46.71	19.20.25.120
Place of Delivery/Performance of Works/Provision of Services (address)			Delivery in fuel tanks of the aircraft of JSC "Airline "Russia" at airports by flight directions.		
Term and Payment Procedure for Goods (Work. Service)			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. The payment period is 10 (ten) working days from the date of the invoice.		
Validity period of the results of the preliminary qualification selection			29/10/2023		
Request Security (amount)			Not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			Not applicable		

Assessment and Comparing Criteria of Quotes

Name of Criterion 1	Compliance with the requirements of the Terms of Reference
Points Calculation Procedure for Criterion 1	Applications are evaluated on the sole criterion is compliance with the requirements of the preliminary qualification. All participants whose applications were deemed responsive to the requirements of the preliminary qualification are considered to have passed the preliminary qualification selection.

1. General Terms of the Procurement Procedure

1.1. Preliminary qualification selection (hereinafter referred to as the PKO) is carried out in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services.

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

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure of the preliminary qualification 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 request for quotations, request for proposals 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 may refuse from holding the preliminary qualification without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the preliminary qualification. If it is taken a decision to refuse holding the preliminary qualification the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold the preliminary qualification in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold the preliminary qualification.

1.6. At any time before the deadline for submission of the preliminary qualification the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding the preliminary qualification and procurement documentation.

1.7. Within three days from the date of the decision on the need to change the notice of the PKO, the documentation on the conduct of the PKO, such changes are placed by the customer in the unified information system.

2. Procedure for Submission of Requests

2.1. To participate in the preliminary qualification, executed in full compliance with the requirements of the procurement documentation..

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

2.3. The bidder may amend or withdraw a submitted Request for participation for preliminary qualification not later than the deadline for submission of for preliminary qualification. Amendment or addition to is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder. Change or withdrawal of participation applications is not permitted after expiration period for application.

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Requirements for participants of the PKO and the list of documents submitted by the participants to confirm their compliance with the established requirements

4.1. The following mandatory requirements for the legal capacity of a PKO participant are established:

4.1.1. Compliance of the PKO participant with the requirements established in accordance with the legislation of the Russian Federation to persons supplying goods, performing works, providing services that are the subject of procurement.

4.1.2. Availability of appropriate licenses, certificates, approvals and other permits of state bodies of the Russian Federation and (or) other countries (if applicable) for the implementation by the participant of the PKO or the persons involved by him of the activities necessary to fulfill the obligations assumed by him in accordance with this documentation, and the contract planned to be concluded in accordance with this documentation.

4.1.3. Failure to liquidate a participant of the PKO - a legal entity and the absence of a decision of the arbitration court on the recognition of the participant of the PKO - a legal entity, an individual entrepreneur as bankrupt and on the opening of bankruptcy proceedings.

4.1.4. Non-termination of the activities of the participant of the PKO in the manner prescribed by the Code of the Russian Federation on Administrative Offenses, on the day of filing an application for the purpose of participation in the PKO.

4.1.5. Absence of arrears on taxes, fees, debts on other mandatory payments to the budgets of the budget system of the Russian Federation (except for the amounts for which deferral, installment, investment tax credit is granted in accordance with the legislation of the Russian Federation on taxes and fees, which are restructured in accordance with the legislation of the Russian Federation, for which there is a court decision that has entered into legal force on the recognition of obligations for the person for the payment of these amounts executed or which are recognized as hopeless for recovery in accordance with the legislation of the Russian Federation on taxes and fees) for the past calendar year.

A participant of the PKO is considered to meet the established requirement if he has submitted an application for appeal against these arrears, debts in the prescribed manner and the decision on such an application on the date of consideration of the application for participation in the PKO is not made.

4.1.6. Absence of information about the participant of the PKO in the register of unscrupulous suppliers provided for in Art. 5 of Federal Law No. 223-FZ and in the register of unscrupulous suppliers provided for by the Federal Law of April 5, 2013 No. 44 of the Federal Law "On the Contract System in the Procurement of Goods, Works, Services to Ensure State and Municipal Needs".

4.1.7. A participant of the PKO should not have a conflict of interest with the customer's employees.

4.2. The list of all documents that confirm the compliance of the PKO participant with the established requirements is indicated in the Participant Questionnaire (Appendix 2 to the procurement documentation).

4.3. The PKO participant must meet the requirements for Suppliers imposed by Rossiya Airlines JSC.

5. Requirements for the content, form, design and composition of the application for participation in the PKO

5.1. The participant's application must include the following documents:

5.1.1. Application for participation in the preliminary qualification selection (Appendix 1 to the procurement documentation);

5.1.2. Questionnaire of the participant of the preliminary qualification selection (Appendix 2 to the procurement documentation).

5.1.3. Presentation of the organization, including information on the organization's compliance with the requirements of this preliminary qualification selection. In this case, compliance with certain requirements must be confirmed by additional documents, as provided for in this documentation.

5.2. All documents and information submitted by the participants must be drawn up in Russian or English. If any information or documents are submitted in another language, they must be accompanied by a translation into Russian or English.

5.3. Participants independently pay all costs associated with the submission of applications, including, but not limited to, the costs of reviewing this documentation and preparing proposals.

6. Procedure for consideration, evaluation and comparison of applications for participation in the procurement

6.1. The Tender Commission of the Customer in the manner prescribed by the Regulations on the procurement of goods, works, services of the Customer, checks applications for compliance with the requirements of the documentation on the conduct of the PKO for the execution of applications.

6.2. All documents provided by the participant are checked. The customer reserves the right to verify the granted licenses /certificates and documents in the relevant organizations.

6.3. The participant of the PKO is checked for compliance with the requirements of the customer, including, but not limited to, his legal capacity, the reliability of the information and documents provided, the absence of a PKO participant in the register of unscrupulous suppliers.

6.4. The Customer may request the participant for explanations, making the necessary additions and corrections of arithmetic errors.

6.5. The participant will be denied inclusion in the list of organizations that have passed the preliminary qualification selection in the following cases:

- ☐ Failure to provide copies of documents, as well as other information, the requirement for the presence of which is established by the documentation on the conduct of the PKO.
- ☐ Non-compliance of the participant with the requirements for participants established by the documentation on the conduct of the PKO.
- ☐ Non-compliance of the application with the requirements for applications established by the documentation on the conduct of the PKO.
- ☐ Provision of knowingly false information as part of the application, intentional distortion of information or documents that are part of the application.
- ☐ Failure to provide explanations of the application for participation in the PKO at the request of the tender commission of the Customer.

- ☐ Presence in the register of unscrupulous suppliers of information about the participant of the PKO.
- ☐ The PKO participant has overdue receivables and (or) unfulfilled obligations to the customer and its subsidiaries and affiliates (including structures affiliated with the PKO participant).
- ☐ The presence of other negative information identified by the results of the inspection.

6.6. The Customer has the right to reject the application of the participant of the PKO in case of establishment of false information in the application or identification by the Customer's economic security department of circumstances indicating the risk of non-fulfillment by the participant of the obligations assumed.

7. Terms and Conditions of conclusion of the contract

7.1. Framework contracts will be concluded with admitted participants of the PKO, whose proposals meet the requirements of the Customer set forth in this documentation on the conduct of the PKO.

7.2. In case of submission by the Participant of the counter-agreement and /or refusal to accept the terms of the draft agreement (Appendix 4 to the procurement documentation on the conduct of the PKO) within 45 days from the date of publication of the results of the PKO, the Participant will be excluded from the list of participants who have passed the preliminary qualification selection.

7.3. The conclusion of a framework agreement with a participant who has passed the preliminary qualification selection is not the obligation of the Customer to purchase goods, works, services from this participant.

7.4. Procurement of goods, works, services from the participants with whom the framework contract is concluded will be carried out according to the results of competitive procedures with limited participation conducted among the participants who have passed this preliminary qualification selection. Competitive procedures will be carried out in the manner prescribed by the Regulations on the purchase of goods, works, services of the Customer on the electronic platform of Gazprombank Group <http://etpgpb.ru/>.

8. Consequences of recognition of pre-qualification selection as invalid

In case of recognition of the preliminary qualification selection as failed, the Customer has the right to announce the re-conduct of the preliminary qualification selection, changing its conditions.

9. Final provisions

9.1. The list of participants who have passed the preliminary qualification selection is published on the Customer's website.

9.2. Submission of applications for participation in this preliminary qualification selection is also possible after the deadline for accepting applications. Applications will be considered by the Tender Commission of the Customer within a reasonable time.

To submit an application after the expiration of the period provided for in these Documentation, the participant must inform his intention to the e-mail address specified in this Documentation. After the publication of the notice on the electronic trading platform about the possibility of submitting an application, the participant must place his application

for participation in the preliminary qualification selection on the electronic platform in the manner prescribed by this documentation and within the period established in the notification.

9.3. If the requirements of the legislation and the Customer to the goods, works, services purchased by the Customer based on the results of this preliminary qualification selection remain unchanged, after the expiration of the results of this preliminary qualification selection, the Customer has the right to extend the specified validity period. The decision to extend the validity of the results of the preliminary qualification selection is made by the tender commission of the Customer and published on the electronic platform.

If necessary, the amendment corresponding to the decision of the competition commission is made to the contracts concluded with the participants who have passed the preliminary qualification selection.

9.4. In everything else that is not provided for in this procurement documentation, the Customer is guided by the Procurement Regulations.

Appendices:

Appendix 1: Application for participation.

Appendix 2: Participant questionnaire form.

Appendix 3: Terms of Reference.

Annex 4: Draft Contract

Annex 5: Substantiation of the initial (maximum) price of the contract

**Application for participation^[1]
in the pre-qualification selection:**

(specify the name, procedure number if necessary, lot number)

1. Having studied the conditions and requirements set forth in the notice and documentation on the conduct of the PKO, posted on the electronic platform, as well as the Regulations on the procurement of goods, works, services of the Customer and accepting the requirements established in them, the conditions for conducting a preliminary qualification selection and delivery of goods (performance of works, provision of services)

(specify the full name of the legal entity / surname, first name patronymic of an individual)

Registered at:

(specify the address of the location of the legal entity / place of residence of the individual)

offers to conclude a contract for

(specify the subject of the contract)

in accordance with the documents that are an integral part of this application for participation in the preliminary qualification selection.

2. By this application for participation in the preliminary qualification selection, we inform (declare) that in relation to us:

There is no decision of the arbitration court on declaring bankruptcy and on opening bankruptcy proceedings, the liquidation procedure (for legal entities) has not been carried out.

Activity is not suspended in the manner prescribed by the Code of the Russian Federation on Administrative Offenses on the day of filing an application for participation in procurement;

There is no information in the register of unscrupulous suppliers provided for in Article 5 of Federal Law No. 223-FZ and in the register of unscrupulous suppliers provided for by Federal Law No. 44 of April 5, 2013 "On the Contract System in the Procurement of Goods, Works, Services to Ensure State and Municipal Needs".

3. We hereby guarantee the accuracy of the information provided by us in the application for participation in the preliminary qualification selection and confirm the right of the Customer, which does not contradict the requirement of forming equal conditions for all participants in the procurement, to request from us, the authorized authorities and from the legal entities and individuals mentioned in our application for participation in the preliminary qualification selection, clarifying the information provided by us in it. information.

<p>4. In case of inclusion in the list of persons who have passed the preliminary qualification selection, we guarantee the provision of information regarding the entire chain of owners, including beneficiaries (including final ones) and the composition of executive bodies with confirmation by the relevant documents (with the exception of participants who are public authorities, state and municipal institutions and unitary enterprises), within a week from the moment of inclusion additional in the unified information system of the protocol determining the right of the participant to conclude a contract with the customer.</p>	
<p>5. If, following the results of the preliminary qualification selection, the Customer offers us to conclude a contract, we agree to accept in full the provisions of the standard contract attached to this documentation, undertake to sign an agreement with Rossiya Airlines JSC no later than three calendar days from the date of receipt of the contract from the customer and fulfill the terms of the contract.</p>	
<p>6. We undertake not to change and (or) not to withdraw the application for participation in the preliminary qualification selection after the expiration of the deadline for submitting applications.</p>	
<p>7. By submitting this application, we confirm our consent to the processing of personal data in accordance with the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data" (only for participants of individuals).</p>	
<p>8. This application for participation in the preliminary qualification selection shall be accompanied by documents that are an integral part of our application:</p> <p>8.1. Questionnaire of the participant of the preliminary qualification selection in the form of Appendix 2;</p> <p>8.2. Specify the documents in accordance with the requirements of the Terms of Reference.</p>	
according to the inventory on	page.
<p>Chief</p>	
<p>(signed) (specify initials, surname)</p>	
<p>M.P.</p>	
Date of compilation	« » G.
	(DD) (MM) (YYYY)

PARTICIPANT QUESTIONNAIRE^[2]
pre-qualification selection:

(specify the name of the procedure)

Procedure No. _____

(specify the procedure number)

Lot No. _____

(specify lot number)

(specify the full name of the organization in accordance with the Charter and the organizational and legal form)

(specify the abbreviated name of the organization in accordance with the Charter)

1. Legal details

Country of
registration _____

Legal address _____

Actual address _____

Telephone _____

Fax _____

E-mail _____

2. Bank details

INN / KPP organization _____

BIN _____

Current account
number _____

Name of the Bank _____

Correspondent account _____

BICK _____

3. Registration data

Date, place and registration
authority _____

Founders _____

Activity profile _____

Belonging to small and medium-sized
businesses^[3] _____

OKPO _____

NACE _____

4. Annexes to the participant's questionnaire:

Name of the document	Number of sheets
1. Copies of constituent documents (Certificate of State Registration / Registration Sheet of the Unified State Register of Legal Entities, Charter, Memorandum of Association / Decision on establishment).	
2. A copy of the extract from the Unified State Register of Legal Entities / or EGRIP, received not earlier than 6 months before the date of placement in the unified information system of the notice of competitive selection or price selection (for foreign companies - extracts from the trade register).	
3. The decision to approve or make a major transaction (or documents confirming that the transaction is not large) if the requirement for the need for such a decision to make a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and, if for the participant the supply of goods, performance of works, provision of services that are the subject of the contract, or making security for the application, ensuring the execution of the contract, is a major deal.	
4. A certificate confirming the absence of arrears in taxes, fees, arrears on other mandatory payments to the budgets of the budget system of the Russian Federation, issued by the relevant units of the Federal Tax Service and extra-budgetary funds not earlier than 3 months before the date of placement of the notification.	
5. A document confirming the authority of a person to carry out actions on behalf of a participant - a legal entity (a copy of the decision on appointment or election or an order to appoint an individual to a position, according to which such an individual has the right to act on behalf of a participant without a power of attorney (hereinafter also - the head). Another person acts on behalf of the procurement participant, the application must also contain a power of attorney to carry out actions on behalf of the procurement participant, certified by the participant's seal (for legal entities) and signed by the head of the participant or a person authorized by this head, or a notarized copy of such a power of attorney. In the event that the specified power of attorney is signed by a person authorized by the head of the participant, the application for participation in the PKO must also contain a document confirming the authority of such a person.	
6. Information certified by the head of the organization about the absence/presence of affiliation of the participant with employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the participant and his officials of conflict of interest with employees of the customer.	
8. Copies of the notification on the application of the simplified taxation system (USN) or the notification application of the participant on the application of the USN with the seal of the tax authority (where applicable), with the provision of a tax return on the tax paid in connection with the application of the USN for the last year.	

9. For a group (several persons) of persons acting on the side of one procurement participant, a copy of the document confirming the association of persons acting on the side of one procurement participant into a group and the right of a particular procurement participant to participate in the procedure on behalf of a group of persons, including submitting an application for participation, signing a contract, shall be additionally provided.

5. Contact person

(specify the name, name, patronymic, telephone, fax, e-mail)

The participant hereby confirms the correctness of all data specified in the Questionnaire.

(position of the head) *(signed)* *(specify initials, surname)*
M.P. _____
Date of compilation « _____ » _____ G.
(DD) *(MM)* *(YYYY)*

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	<p>The aviation fuel corresponding to one of the following specifications set forth hereunder, as listed in the IATA Guidance Material for Aviation Turbine Fuels Specifications, latest issue</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. 	Ton	Not defined	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 by flight directions.		

4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From date of signing till 29.10.2023
5	Requirements for acceptance of goods, work, service	<p>1. Basis of delivery: fuel tanks of aircraft. Fuel supply is made by the Participant's forces and means, on the basis of an application for a flight (an unplanned flight) or in accordance with the aircraft schedule.</p> <p>2. Type of transportation: centralized refuelling system (TSS) and/or tanker trucks.</p> <p>3. The Participant is obliged to ensure timely refueling of the Buyer's aircraft and take all appropriate measures not to delay the departure of the Buyer's aircraft. If the Buyer's aircraft arrives earlier than the scheduled time, or is late, or performs a regular unscheduled flight, the Participant is obliged to make efforts to quickly refuel the Buyer's aircraft.</p>
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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<p>1. The fuel must meet the following technical characteristics and requirements:</p> <p>1.1. 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. <p>1.2. 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, the Participant shall notify Buyer in advance and Buyer's prior permission for delivery of such Fuel is required.</p> <p>1.3. The fuel supply must comply with the IATA guidance documentation on standard refueling procedures in the aircraft.</p>

Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.

Pricing procedure (a participant may submit proposals with any of the following calculation options):

1. The price of aviation Fuel per a month, two weeks supply is calculated according to the formula:
Weighted average value of Platt's quotes (for a month, two weeks,) + Differential + Taxes + Fees + Duties
where:

Platt's is the weighted average value of Platt's quotes (for a month) published by Platt's Agency (USD per 1 ton). Published values are accepted for calculation. The total Platt's value is rounded to the second decimal place, inclusive;

Differential is the surcharge/discount in excess of **Platt's price**, including the cost of refueling services / organization of refueling, fixed for the entire term of the Contract and is the subject of a request for proposals.

Taxes + Fees + Duties are taxes, fees and duties applicable at each specific refueling station charged by a third party (airport, etc.).

Price is valid from the 11th of the current month to the 10th of the next month and is not the subject to change within the specified period.

2. **Market Price** = Market price + Differential + Taxes + Fees + Duties.

where:

Market price is a fixed price for a certain period of time (but less than one month), valid until notification of its change.

Differential is the surcharge/discount in excess of the **Market Price**, including the cost of refueling services / organization of refueling, fixed for the entire term of the Contract and is the subject of a request for proposals.

Taxes + Fees + Duties are taxes, fees and duties applicable at each specific refueling station charged by a third party (airport, etc.)

Market Price is valid from the 11th of the current month to the 10th of the next month and is not the subject to change within the specified period

3. **Government Price** = Government-Controlled Price + Differential+ Taxes + Fees + Duties.

Differential is the surcharge/discount in excess of the **Government-Controlled Price**, including the cost of refueling services / organization of refueling, fixed for the entire term of the Contract and is the subject of a request for proposals.

		<p>Taxes + Fees + Duties are taxes, fees and duties applicable at each specific refueling station charged by a third party (airport, etc.).</p> <p>Government Price is valid from the 11th of the current month to the 10th of the next month and is not the subject to change within the specified period</p>
8	Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	<ol style="list-style-type: none"> 1. The Participant must ensure the quality of the fuel: <ol style="list-style-type: none"> 1.1. the fuel is not contaminated; 1.2. 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; 1.3. The Participant undertakes to comply with the requirements, policies, standards, procedures and any other practices recommended in ICAO Doc 9977; 1.4. 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.
9	Requirements for participants in the procurement procedure	<ol style="list-style-type: none"> 1. The experience of providing/rendering services similar to the subject of Preliminary qualification selection for the last 3 years. It is confirmed by the provision of copies of contracts for the provision of services for the supply of aviation fuel for the period from 2019 to 2021 with a validity period of at least 1 year. 2. Availability of own and (or) leased equipment and other material resources or contractual relations necessary for the proper and timely execution of the contract. It is confirmed by an information letter about the availability of own and (or) leased equipment and other material resources or copies of contracts. 3. Availability of personnel who have been trained and have the appropriate permits for refueling aircraft. 4. Required service level to aircraft according to the IATA Guidance Material on Standard Into-Plane Fuelling Procedures for the following service level: <ul style="list-style-type: none"> - 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: detailed information is specified by the Participant. <p>The information letters, as well as copies of contracts must be provided together with the application for participation in the preliminary qualification selection.</p>

10	Other necessary information or additional requirements	The Participant 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.
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AVIATION FUEL SUPPLY AGREEMENT (JETA1)

DATED _____ 2021

Between

«Rossiya airlines» JSC

And

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ATTACHMENT 1: INFORMATION ON BENEFICIARIES

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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 Aviation 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 Contract, the following will apply in respect of prices and price adjustments.

5.1 Market Prices: price adjustment mechanism

5.1.2. A market price is a priced which is fixed for a certain period of time.

5.1.3 For Market price, the following applies:

5.1.3.1. Before the 20th (twentieth) day of any given month, either party may request a price change for any Location Contract (s), commencing the 1st (first) day of the succeeding month (the “Effective Date”), by giving a written notification thereof to the other party, specifying the amount of the requested price change.

Should the parties agree on the price change, the revised price shall become effective as of the Effective Date.

5.1.3.2 Should the parties fail to agree on the price change before the Effective Date, each party shall have the right to terminate the applicable Location Contract(s) until the 15th (fifteenth) day following the Effective Date by giving written notice thereof to the other party. Termination shall become effective on the first day of the following month (the “Termination Date”). In this case all conditions being valid at the date of the price change notifications shall remain valid and binding until the termination becomes effective.

5.1.3.3. In case of a termination under this subclause 5.1, Seller shall, on Buyer's request, continue to deliver Fuel at the applicable location during a period of 30 (thirty) consecutive days following the Termination Date, in accordance with the terms of the terminated Location Contract but at a price to be determined by Seller.

5.2 Formula Prices

5.2. A formula price is a price which is based on a published third party quotation (i.e. "Platts") and is subject to variation on either of the following:

5.2.1. Price shall be firm for monthly periods whichever is agreed upon in the Location Contract and shall be based on the monthly average of the applicable published quotations of the week, fortnight or month prior to the new pricing period plus the agreed differential. The average shall be calculated over quotation days only.

5.2.2. Monthly average shall be calculated by summing up the (low or high) price quotation for each trading day and dividing the amount so calculated by the number of trading days of the preceding period rounded up/down to 2 (two) decimals.

5.2.3. Pricing periods:

5.2.3.1 Prices based on a monthly formula will be effective the 1 (first) day of each month.

5.2.3.2. For conversion purposes the following numbers can be accepted:

1 MT	MT	=	331	USgallon	(AG)
1 US	(AG	=	3.785	Litre	(LT)
gallon)				
1 BBL	(BL)	=	42	USgallon	(AG)

5.3 Other Prices

Prices related to published "ex-refinery quotations" and prices related to conditions set forth by local government authorities may change at the day the price change becomes effective, provided that Buyer has been notified by Seller as soon as possible, preferably in advance. If Seller so fails to notify Buyer, the price change will become effective as per the date of receipt by Buyer of Seller's notification. Buyer shall only explicitly accept retroactive price increases.

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 Russian Law.

13. Disputes

Any dispute that may arise out of or in connection with this Agreement shall be finally settled under the rules of the Russian Federation law.

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 capitalized, 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 GUARANTEES 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 Seller's 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.
- 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 “Rossiya airlines” JSC and _____
dated _____ 202_
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

flights. Market price will be valid for scheduled international and charter

Market price includes all fees, taxes, refueling services, etc. No
additional fees apply.

Market price valid from the 11th of the current month to the 10th of the
next month and is not the subject to change within the period.

Market price is provided no later than 5 (Five) working days before the
beginning of the next period.

The market price is formed in USD per ton.

Agreement ceiling amount: _____

Term of agreement: from date of signing -29 October 2023

Invoice mode: PDF

Invoice frequency: Weekly

Payment terms: post-payment

Remarks:

Dated: _____ 202_

Buyer: **“Rossiya airlines” JSC**

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 :

Address of Bank :

Account number:

Swift Code :

IBAN :

Intermediary Bank:

Swift code:

6. Notices

a) Seller's address: _____

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

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:

ATTACHMENT 1

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	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

by

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

Delivery of aviation fuel

(Subject-matter of the contract)

Aviation fuel Jet A-1

(Subject-matter of the procurement)

№	Key indicators	Information to fill in
1.	Basic product requirements	<p>The fuel must meet the following technical characteristics and requirements:</p> <p>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):</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. <p>b). The fuel meets the requirements, if any, established by the state regulatory authority having jurisdiction in such a</p>

		location. If any of these requirements leads to a deviation from the agreed specification, the Seller is obliged to notify the Buyer in advance. It will also require the Buyer's prior permission to supply such Fuel.
2.	Place of delivery of products	Delivery in fuel tanks of the aircraft of JSC "Airline "Russia" at airports by flight directions.
3.	The commencement and execution date of the contract (the schedule of the stages of the contract)	From date of signing - 29.10.2022
4.	Payment terms	Post-payment. The payment period is 10 (ten) working days from the date of the invoice.
5.	Requirements for procurement participants (if established)	
6.	Features of the market and (or) the purchasing situation that affect the value of the IMP (to be filled in if available)	
7.	The method (methods) used for determining the IMP and the substantiation for its application	Market analysis
8.	Other information about the terms of the contract that is essential for the calculation of the IMP	
9.	The calculated value of the IMP	\$ 119 951 892, 778
10.	Specify the details of commercial offers ¹	<p>Lot № 1:</p> <ul style="list-style-type: none"> - commercial offer № 1: received via e-mail on 17.09.2021 at 05:42 pm; - commercial offer № 2: received via e-mail on 29.09.2021 at 05:11 pm; - commercial offer № 3: received via e-mail on 29.09.2021 at 05:11 pm; <p>Lot № 2:</p> <ul style="list-style-type: none"> - commercial offer № 1: received via e-mail on 17.09.2021 at 05:42 pm; - commercial offer № 2: received via e-mail on 29.09.2021 at 05:11 pm;

¹ Information about potential suppliers who have provided the commercial offers is not specified.

		<p>- commercial offer № 3: received via e-mail on 16.09.2021 at 12:04 pm;</p> <p>Lot № 3:</p> <p>- commercial offer № 1 received via e-mail on 23.09.2021 at 07:12 pm;</p> <p>- commercial offer № 2 received via e-mail on 23.09.2021 at 04:13 am;</p> <p>- commercial offer № 3 received via e-mail on 17.09.2021 at 5:42pm;</p> <p>Lot № 4:</p> <p>- commercial offer № 1 received via e-mail on 23.09.2021 at 04:13 am;</p> <p>- commercial offer № 2 received via e-mail on 23.09.2021 at 04:13 am;</p> <p>- commercial offer № 3 received via e-mail on 17.09.2021 at 5:42pm;</p> <p>Lot № 5:</p> <p>- commercial offer № 1 received via e-mail on at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 21.09.2021 at 10:31 pm;</p> <p>- commercial offer № 3 received via e-mail on 21.09.2021 at 10:31 pm;</p> <p>Lot № 6:</p> <p>- commercial offer № 1 received via e-mail on 17.09.2021 at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 21.09.2021 at 10:31 pm;</p> <p>- commercial offer № 3 received via e-mail on 21.09.2021 at 10:31 pm;</p> <p>Lot № 7:</p> <p>- commercial offer № 1 received via e-mail on 17.09.2021 at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 16.09.2021 at 12:04 pm;</p>
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		<p>- commercial offer № 3 received via e-mail on 20.09.2021 at 15:14 pm;</p> <p>Lot № 8:</p> <p>- commercial offer № 1 received via e-mail on 17.09.2021 at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 16.09.2021 at 12:04 pm;</p> <p>- commercial offer № 3 received via e-mail on 20.09.2021 at 15:14 pm;</p> <p>Lot № 9:</p> <p>- commercial offer № 1 received via e-mail on 17.09.2021 at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 29.09.2021 at 05:11 pm;</p> <p>- commercial offer № 3 received via e-mail on 20.09.2021 at 15:14 pm;</p> <p>Lot № 10:</p> <p>- commercial offer № 1 received via e-mail on 17.09.2021 at 05:42 pm;</p> <p>- commercial offer № 2 received via e-mail on 20.09.2021 at 15:14 pm;</p> <p>- commercial offer № 3 received via e-mail on 01.10.2021 at 1:04 pm;</p> <p>Лот № 11:</p> <p>- commercial offer № 1 received via e-mail on 15.09.2021 at 05:28 pm;</p> <p>- commercial offer № 2 received via e-mail on 06.09.2021 at 12:28 pm;</p> <p>- commercial offer № 3 received via e-mail on 15.09.2021 at 05:28 pm;</p> <p>Lot № 12:</p> <p>- commercial offer № 1 received via e-mail on 15.09.2021 at 05:28 pm;</p> <p>- commercial offer № 2 received via e-mail on 15.09.2021 at 05:28 pm;</p>
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		- commercial offer № 3 received via e-mail on 15.09.2021 at 05:28 pm; Lot № 13: - commercial offer № 1 received via e-mail on 06.09.2021 at 12:28 pm; - commercial offer № 2 received via e-mail on 15.09.2021 at 03:00 pm; - commercial offer № 3 received via e-mail on 15.09.2021 at 06:52 am;
11.	List of applications	Attachment 1 “Calculation of the IMP by the market analysis method”, 2 sheets

Calculation procedure: see Attachment

Application No. 1

CALCULATION OF THE IMP BY THE MARKET ANALYSIS METHOD

№	The name of each unit of goods, work, services	unit of measurement	Quantity	VAT rate, %	Information about market prices per unit of measurement in USD, without VAT/ with VAT			The arithmetic average price per unit of measurement	Total price in USD, without VAT/ with VAT
					offer № 1	offer № 2	Offer № 3		
1	2	3	4	5	6	7	8	9	10
1.	Lot 1: Aviation fuel Jet A-1 Paphos (PFO), Cyprus	tons	4 368		\$ 750	\$ 747,129	\$ 845,83	\$ 780, 98	\$ 3 411 320,64
2.	Lot 2: Aviation fuel Jet A-1 Larnaca (LCA), Cyprus	tons	8 034		\$ 749,37	\$ 724,65	\$ 740	\$ 738	\$ 5 929 092
3.	Lot 3:Aviation fuel Jet A-1 Monastir (MIR), Tunisia	tons	936		\$ 832,20	\$ 814,22	\$ 819	\$ 821,806	\$ 769 210, 416
4.	Lot 4: Aviation fuel Jet A-1 Enfidha (NBE), Tunisia	tons	4 212		\$ 921,804	\$ 744,39	\$ 750	\$ 805,398	\$ 3 392 336,38
5.	Lot 5: Aviation fuel Jet A-1 Hurghada (HRG), Egypt	tons	28 080		\$ 752,80	\$ 781,65	\$ 784,96	\$ 773,13	\$ 21 709 490,4
6.	Lot 6: Aviation fuel Jet A-1 Sharm El Sheikh (SSH), Egypt	tons	17 940		\$ 758,00	\$ 781,65	\$ 784,96	\$ 774,87	\$ 13 901 167,8
7.	Lot 7: Aviation fuel Jet A-1 Phuket (HKT), Thailand	tons	22 680		\$ 754,60	\$ 702,382	\$ 701,9796	\$ 719,65	\$ 16 321 662

8.	Lot 8: Aviation fuel Jet A-1 Bangkok (BKK), Thailand	tons	12 285		\$ 616,7192	\$ 614	\$ 614,153	\$ 614,95	\$ 7 554 660,75
9.	Lot 9: Aviation fuel Jet A-1 Goa (GOI), India	tons	15 834		\$ 644,48	\$ 651,134	\$ 627,576	\$ 641,063	\$ 10 150 591,542
10.	Lot 10: Aviation fuel Jet A-1 Antalya (AYT), Turkey	tons	44 400		\$ 708	\$ 684,9353	\$ 753,5877	\$ 715, 507	\$ 31 768 510,8
11.	Lot 11: Aviation fuel Jet A-1 Dubai (DXB), United Arab	tons	2 172		\$ 658,7	\$ 618,00	\$ 623,23	\$ 633, 31	\$ 1 375 549, 32
12.	Lot 12: Aviation fuel Jet A-1 Sharjah (SHJ), United Arab Emirates	tons	3 729		\$ 659,06	\$ 687,85	\$ 680,52	\$ 675, 81	\$ 2 520 095, 49
13.	Lot 3: Aviation fuel Jet A-1 Ras al-Khaimah (RKT), United Arab Emirates	tons	1 764		\$ 657,50	\$ 644,25	\$ 651,00	\$ 650, 91	\$ 1 148 205, 24
	TOTAL	x	x	x	x	x	x	x	x