

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

Approval date 

18	02	2022
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### Procurement Documentation

Public request for Competitive selection not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	18	02	2022	
Date and time for the request receiving completion	09	03	2022	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 11.03. 2022			
	Date for summarizing of results 11.03. 2022			
Commencement date for providing clarifications on procurement documentation		18	02	2022
Completion date for providing clarifications on procurement documents		01	03	2022
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	On call maintenance of aircraft at Nice Cote D'Azur airport (NCE), France			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		On call maintenance of aircraft at Nice Cote D'Azur airport (NCE)			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
256 099,00	EUR	N/A	Conditional unit	33.16	33
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services		Nice Cote D'Azur airport (NCE), Rue Costes et Bellonte, 06206 Nice, France			

Term and Payment Procedure for Goods (Work. Service)	Services provided shall be invoiced by the Handling Company in eur on the last day of the calendar month when services were performed. No extra charge will be made for providing the services at night or on legal holidays. Settlement of accounts shall be effected within 30 (Thirty) calendar days subject to acceptance of services, and upon receipt by the Carrier of the Handling Company's invoices for the line maintenance services rendered by means of wire transfer to the Bank details of the Handling Company. The date of payment will be considered the date of debiting funds from the Carrier's account.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Provided: The bidder has the right to submit a draft of counter-agreement in compliance with all mandatory conditions specified in the procurement documentation

### Assessment and Comparing Criteria of Quotes

Assessment and Comparing Criteria of Quotes	
Lot №1	
Name of Criterion 1	K1. Monthly fee with the indication of the included man-hour, EUR excluding VAT
Points Calculation Procedure for Criterion 1	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points for criterion.
Maximum number of points for criterion 1	20
Name of Criterion 2	K2. The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, EUR without VAT
Points Calculation Procedure for Criterion 2	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$ , where - $S_{bas}$ – the best (the lowest) proposal among all bidders' proposal; bidder's proposal to be evaluated; - $K$ – value of maximum score of this criterion
Maximum number of points for criterion 2	35
Name of Criterion 3	K3. The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, EUR without VAT
Points Calculation Procedure for Criterion 3	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$ , where - $S_{bas}$ – the best (the lowest) proposal among all bidders' proposal; bidder's proposal to be evaluated; - $K$ – value of maximum score of this criterion
Maximum number of points for criterion 3	35
Name of Criterion 4.	K4. The storage services EUR per m2/month, EUR without VAT
Points Calculation Procedure for Criterion 4	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$ , where

	- Sbas – the best (the lowest) proposal among all bidders' proposal; bidder's proposal to be evaluated; - K – value of maximum score of this criterion	
Maximum number of points for criterion 4		10
Total points for criteria		100

The value of the bidder's proposal will be calculated as sum of all criteria with the following comparative evaluation of bidders' requests:  $K=K1+K2+K3+K4$

## 1. General Terms of the Procurement Procedure

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

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

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

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

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

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

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

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

## 2. Procedure for Submission of Requests

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure executed in full compliance with the

requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the competitive selection/price selection (lot).

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

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

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

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

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

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

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

### **4. Payment Method for Goods, Work, and Service**

4.1. The payment method is cashless transfer.

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

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

5.2.

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

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

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

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

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

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

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

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

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

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

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

The procurement bidder shall be deemed complying with the established requirement

provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the competitive selection/price selection. The Customer enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement

documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The competitive selection/price selection shall be deemed failed in such case.

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

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

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

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

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

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

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

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

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

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



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

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

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

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

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

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

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

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

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

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

## **12. Closing Provisions**

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

**Appendices:**

Appendix 1: Request Form for Participation in the Procurement Procedure.

Appendix 2: Bidder Questionnaire Form Procurement Procedure.

Appendix 3: Terms of Reference.

Appendix 4: Draft Agreement.

Appendix 5: Basis of the initial (maximum) price of the agreement (lot) or the price of a unit of goods, work, or services.

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the competitive selection/price selection and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public competitive selection/price selection
Quote:
<p>Monthly fee with the indication of the included man-hour, _____EUR excluding VAT.</p> <p>The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, _____EUR without VAT.</p> <p>The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, _____EUR without VAT.</p> <p>The storage services EUR per m2/month, _____EUR without VAT.</p> <p>The country of origin of the product including delivered to the customer when performing purchased works, rendering purchased services_____.</p>
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ΦZ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

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

<p>3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.</p>		
<p>4. In the event of our winning in the competitive selection/price selection we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the competitive selection/price selection or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the procurement procedure after the deadline for submission of bids.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"<sup>5</sup>.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p> <p>11.3. Specify the documents in accordance with the requirements of the Terms of Reference.</p>		
According to the list on	pages	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

**Appendix 2**  
**to Procurement Documentation**

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

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

Included in the small and medium businesses <sup>3</sup>	
OKPO	
OKVED	
<b>4. Appendices to the Bidder Questionnaire Form:</b>	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
4. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
5. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the procurement procedure shall also include a document evidencing the powers of such person.	
6. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the	

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

tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.										
9. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.										
<b>Contact person</b> _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>										
<b>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</b>										
<table border="0" style="width: 100%;"> <tr> <td style="width: 35%; vertical-align: top;"> <b>Principal</b>  <i>(title of the Principal)</i>   <b>SEAL</b>   Date of Issuance </td> <td style="width: 15%; vertical-align: top; text-align: center;"> _____  <i>(signature)</i> </td> <td style="width: 50%; vertical-align: top; text-align: right;"> _____  <i>(state initials, last name)</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> _____  <i>(DD)</i> </td> <td style="text-align: center;"> _____  <i>(MM)</i> </td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;"> _____  <i>(YYYY)</i> </td> </tr> </table>		<b>Principal</b> <i>(title of the Principal)</i>  <b>SEAL</b>  Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>		_____ <i>(DD)</i>	_____ <i>(MM)</i>			_____ <i>(YYYY)</i>
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	_____ <i>(DD)</i>	_____ <i>(MM)</i>								
		_____ <i>(YYYY)</i>								

## Terms of Reference

No	Subject-matter of the procurement	On call maintenance of aircraft at Nice Cote D'Azur airport (NCE), France		
	LOT №1			
1	Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
2	On call maintenance of aircraft at Nice Cote D'Azur airport (NCE) (reference to Annex No. 1 to the Terms of Reference)	Conditional unit (reference to Annex No. 1 to the Terms of Reference)	N/A (reference to Annex No. 1 to the Terms of Reference)	No
3	Delivery place of goods, performance of works and provision of services (address)	Nice Cote D'Azur airport (NCE), France		
4	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	From the date of execution to 31.12.2025		
5	Requirements for acceptance of goods, work, service	On completion of maintenance the Certificate of release to service shall be issued in accordance with aviation authorities requirements: - Bermuda CAA is for A320FAM and B737-800 fleet of "Rossiya airlines" JSC, On the date of services completion maintenance staff of the Handling company provides to the Carrier full package of the documents. The documents shall be sent to: <u>mcc@rossiya-airlines.com</u> – for Airbus <u>mccvko@rossiya-airlines.com</u> – for Boeing		
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	As the maintenance is carried out on the Carrier's foreign manufactured commercial AC, registered in the foreign state registers (Bermuda, Ireland), state standards of the Russian Federation are not applicable to the purchased maintenance services. Engineering personnel (EP) of the Handling Company shall perform the work on the maintenance of the Carrier's AC in accordance with the existing qualification and certificates, current standard and maintenance documentation for aviation equipment (MP, AMM, SRM, maintenance task card) current guidelines (MCM etc.) and Carrier's instructions. The Handling Company shall have effective EASA Part-145, OTAR Part-145 approval authorizing the Handling Company to perform line maintenance at Carrier's fleet.		



7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>The proposal shall include:</p> <ol style="list-style-type: none"> <li>1. Monthly fee with the indication of the included man-hour, EUR excluding VAT</li> <li>2. The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, EUR without VAT.</li> <li>3. The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, EUR without VAT</li> <li>4. The storage services EUR per m2/month</li> </ol> <p>Rates/Fees limits:</p> <table border="1"> <thead> <tr> <th>No</th><th>Type of rate/fee</th><th>Maximum**</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Monthly fee with the indication of the included man-hour, EUR excluding VAT*.</td><td>1 350</td></tr> <tr> <td>2.</td><td>The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, EUR without VAT.</td><td>250</td></tr> <tr> <td>3.</td><td>The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, EUR without VAT</td><td>110</td></tr> <tr> <td>4.</td><td>The storage services EUR per m<sup>2</sup>/month, EUR without VAT</td><td>96</td></tr> </tbody> </table> <p>( *) - the fee is not charged at the time of the absence of flights to the specified point  (**) – the rate/fee value shall be valid until 01 February, 2023.</p>	No	Type of rate/fee	Maximum**	1.	Monthly fee with the indication of the included man-hour, EUR excluding VAT*.	1 350	2.	The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, EUR without VAT.	250	3.	The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, EUR without VAT	110	4.	The storage services EUR per m <sup>2</sup> /month, EUR without VAT	96
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4.	The storage services EUR per m <sup>2</sup> /month, EUR without VAT	96															
8	<p>Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service</p>	<p>In accordance with EASA, BCAA requirements as applicable to maintenance and continuous airworthiness, the signature of the Handling Company's ground engineer in the technical log of the Carrier's aircraft certifies the correct performance of the maintenance and release of the aircraft to further operation.</p> <p>All spare parts, items and components (the "materials") installed by the Handling Company shall be covered with the warranty of OEM, vendor of recent owner of such material.</p>															
9	<p>Other necessary information or additional requirements</p>	<p>The Handling Company shall have effective EASA Part-145 certificate, Bermuda CAA for A320FAM and B737-800 fleet of "Rossiya airlines" JSC approval authorizing the Handling Company to perform line maintenance at Carrier's fleet A320FAM and B737-800.</p> <p>The relevant certificate must be submitted as part of the application</p>															

	<p>9.1. If on the date of proposal submission, the bidder's approval is not applicable to particular aircraft type or/and model, but the approval covers the aircraft of similar grade, the Carrier is entitled to accept such proposal and make the agreement with the Bidder if it awards the tender, provided the Bidder will ensure extension of the approval in order to include required aircraft type or/and mode into the list of effective aircraft within certain period of time. Prior to such extension of the approval the bidder shall be able to perform maintenance against one-time authorisations given under Carrier's quality system. Such option will be applicable only if the bidder submits the proposal together with the copy of application for extension of certified maintenance activities at Nice Cote D'Azur airport (NCE). Engineering personnel (EP) of the Handling Company shall perform the work on the maintenance of the Carrier's AC in accordance with the existing qualification and certificates, current standard and maintenance documentation for aviation equipment (MP, AMM, SRM, maintenance task card) current guidelines (MCM etc.) and Carrier's instructions.</p> <p>The Handling Company shall have sufficient manpower to ensure on call support any Carrier's flight within 24 hours period at Nice Cote D'Azur airport (NCE).</p> <p>Commencement of the first hour starts since the engineering staff to arrive to a board. Finish of the service deems a time when the engineering staff leave from the board after the work performance.</p> <p>Part hour is rounded to an hour.</p> <p>The Handling Company shall have sufficient manpower, facilities, equipment and tools to support and maintain Carrier fleet in accordance with its flight schedule.</p> <p>The Carirer shall be entitled to perform audit of the Handling company's line stations and quality system prior to execution of the agreement and during its existence</p>
	<p>9.2. Acceptability of contractual documentation provided by bidders.</p> <p>Procurement participant have a right to submit its own draft of the contract complying with all mandatory terms expressly provided in the procurement documentation. However it does not restrict the bidder to offer additional specific terms subject to mutual consent of the Parties, if such terms do not conflict with the provisions of this Terms of Reference.</p>

## **Annex No. 1 to the Terms of Reference**

### Description of the services:

1.1. On call maintenance of “Rossiya airlines” JSC fleet A320FAM and B737-800 at Nice Cote D’Azur airport (NCE), in the following volume:

1.1.1. Perform unscheduled maintenance (on call support) in order to rectify aircraft defects with further entry in the Technical Logbook on aircraft release to service with reference to the Part-145 AMO approval number or BCAA AMO approval number, as applicable.

The reason for service provision will be the request from Carrier’s Maintenance Coordination Center (MCC) submitted on the phone or by e-mail. The Handling Company shall ensure maintenance staff arrival on board of the Carrier’s aircraft in a time which not exceed 15 (fifteen) minutes during the day and no more than 45 (Forty five) minutes at night.

1.1.2. On separate request of the Carrier and subject to consent of the Handling company, the Handling company could provide additional services in accordance with its current rates, including but not limited to:

- Regular line maintenance, including A320FAM and B737-800 Daily check (as stipulated in Annex No. 2 and No 3 to the Terms of Reference), parts replacement, nondestructive testing, structure repairs – within limits of the effective maintenance organization approval as applicable to Nice Cote D’Azur airport (NCE) depending on the capability of its subcontractors at Nice Cote D’Azur airport (NCE);
- Aircraft acceptance and transfer by and between crew and maintenance staff;
- Provision of materials for Carrier’s aircraft maintenance at Nice Cote D’Azur airport (NCE), including but not limited to loan;
- Care and custody/secure storage of the Carrier’s materials at Nice Cote D’Azur airport (NCE). Perform and supervise operations on aircraft fueling/ defueling, replenishing oils and fluids;
- Perform and supervise operations on aircraft marshalling, towing, recovery on request of the Carrier;
- Other services in accordance with published rates/tariffs of the Handling Company.

1.2. Technical data on the Carrier’s fleet could be provided on request of the Bidder.

1.3. Access to MD and MCM will be provided to the Handling Company upon contract

execution.

1.4 The standard schedule of the Carrier's flights to Nice Cote D’Azur airport (NCE) in 2022 is given in Annex No. 4 to the Terms of Reference

1.5. Additional option (optional): The possibility of servicing other types of aircraft of the Carrier, in case the Carrier replaces the A319/320 and/or B737-800 aircraft with B777 and B747. If there are valid certificates: EASA Part-145 for aircraft type B777 and B747 will be decisive, all other things being equal.

**Contract #**  
**Form** \_\_\_\_\_

**IATA STANDARD GROUND HANDLING AGREEMENT**  
**(SIMPLIFIED PROCEDURE)**

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ANNEX B 1.0 - LOCATION (S), AGREED SERVICES AND CHARGES  
to the Standard Ground Handling Agreement (SGHA) of January 2013

**between** : \_\_\_\_\_  
having its principal office at: \_\_\_\_\_  
(hereinafter referred to as "The Handling Company")  
**Holding BCAA OTAR-145 Option 1 Approval**  
**Reference** \_\_\_\_\_ **based on the EASA Part-145**  
**Certificate no.** \_\_\_\_\_

**and** : «Rossiya Airlines» JSC  
having its principal office at:  
18/4, Pilotov st, Saint-Petersburg, 196210  
Russian Federation  
VAT no: 7810814522  
(hereinafter referred to as "The Carrier")

the Carrier and/or Handling Company may hereinafter be referred to as "the Party(ies)"

**effective from** : \_\_\_\_\_  
**This Annex** : \_\_\_\_\_ B1.0  
**For the location** : Nice Cote D'Azur (NCE), France  
**is valid from** : Date of signature  
**and replaces** : None

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This Annex B 1.0. (hereinafter referred - Contract) is prepared in

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**PREAMBLE:** accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013 as published by the International Air Transport Association shall apply to this Annex B as if such terms were repeated here in full. By signing this Contract, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

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## **PARAGRAPH 1 - SCOPE OF WORK**

1.1 On request of the Carrier the Handling Company shall provide the following services of Annex A at the following rates:

### **1.1.1 Line Maintenance**

see 1.1.2. and 1.1.3. for reference.

On-call Maintenance is provided on request and includes up to one (1) man-hour for defect rectification and/or troubleshooting.

#### **1.1.1.1. Inflation Adjustment**

The total charges could be annually adjusted with the inflation rate per year (first adjustment is starting from 01 February 2023), subject to 30 (Thirty) calendar days prior written notice has been sent by the Handling company prior to such adjustment.

#### **1.1.2. On Call Maintenance on request and availability.**

Section 1:	1.2.3(j) (retaining period of three years at station in question)
Section 6	6.5.
Section 8:	8.3.1., 8.3.2., 8.3.3., 8.3.4(b)

<b>Aircraft Type A320FAM, B737-800</b>	<b>Engine Type</b>	<b>Fee, EUR</b>	<b>Note</b>
Monthly fee (including 1 man -hour for defect rectification)	CFM-56		The fee is not applicable if the Carrier suspends flights to the airport and notifies the Handling company on such stoppage with a 14 calendar days prior notice (by email).
The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2	CFM56		Additional call of a specialist B1/B2 (1 standard hour is included)

Provided that the Carrier performs flights to Nice Cote D'Azur (NCE) in the billing month. The Carrier pays the monthly fee to the Handling Company within the time limits specified in clause 6.3 of this Contract. The Handling company must provide a sufficient number of personnel to service any of the Carrier's flights operated during the day at Nice Cote D'Azur (NCE).

The arrival time of the engineering and technical personnel of the Handling Company should not exceed 15 (fifteen) minutes during the day and no more than 45 (Forty five) minutes at night from the moment of receiving the call by the Handling Company.

Major repairs must be specially agreed upon between the Carrier and the Handling Company and the Carrier will be charged separately

Maintenance services are provided on prior approval between the Parties.

The Parties have agreed that the list and scope of services not stipulated in the Contract shall be negotiated between the Parties separately in writing by email and considered confirmed with the work orders placed by the Carrier.

If in the course of services providing Handling Company has identified the need to perform additional, not previously agreed services, the Handling Company is obliged to notify in writing to the Carrier and to suspend further fulfilment of the services until receipt of a written notice (by email) from the Carrier concerning further actions as relates to such services.

All generic tooling and equipment to the extent available within the Handling Companies facilities will be provided as required at no additional costs to the Carrier

The rate for the service does not include the cost of consumables, spare parts, special transport and transfer, as well as a special tool, if it is provided by the Handling Company.

Aircraft registration number(s) to Aircraft Type(s) of this Annex B, are listed in Air Operator Certificate. As the fleet changes, the Carrier provides a copy of the updated Air Operator Certificate to the Handling Company.

#### **1.1.3. Conditions of payment**

Services provided shall be invoiced by the Handling Company in EUR on the last day of the calendar month when services were performed.

1.1.4. No extra charge will be made for providing the services at night or on legal holidays.

1.2. The total amount under the Contract will not exceed \_\_\_\_\_ (\_\_\_\_\_) EUR excluding VAT. The parties will pay taxes payable in their respective jurisdictions and are not required to pay any other taxes.

### **PARAGRAPH 2 - ADDITIONAL CHARGES**

2.1. Additional man-hour for services required by the Carrier not included in sub-paragraph 1.1.2. will be charged \_\_\_\_\_ (\_\_\_\_\_) EUR per man-hour. Each incomplete hour of work within the course of payments settlement shall be paid as for full hour.

2.2. Subject to the request from the Carrier, the storage services will be charged \_\_\_\_\_ (\_\_\_\_\_) EUR per m<sup>2</sup>/month.

### **PARAGRAPH 3 – DISBURSEMENTS**

3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 7 (Seven) %, but not more than 500 EUR. The cost of consumables used for maintenance will be calculated in accordance with the price list of the Handling Company.

Handling Company provides price list at the request of the Carrier. The rate of consumables specified in foreign currency shall be calculated at the exchange rate on the day of invoicing. Handling Company is guided by a list of fluids provided by the carrier and is responsible for the correctness of using liquids.

### **PARAGRAPH 4 - TRANSFER OF SERVICES**

4.1 Not applicable

### **PARAGRAPH 5 - LIABILITY AND INDEMNITY**

5.1 Notwithstanding Sub-Article 8.5 of the Main Agreement the limit of liability shall be as follows:

Aircraft Type	Limited (per incident)	Currency
A320FAM	750 000	USD
B737NG	750 000	USD

Regardless of clause 8.5 Annex A the Handling company agrees to reimburse/compensate Loss or damage in respect of any incident below USD 3,000 limited to actual incurred damages. Regardless of clause 8.6 Annex A the Handling company agrees to indemnify any loss or damage in respect of any claim below USD 500.

5.2. Subcontracting under the contract is only possible with the customer's consent.

5.2.1. If a subcontractor is involved, the contractor is solely liable to the customer for the actions of the involved subcontractor as for its own.

5.2.2. The assignment of liability directly to the subcontractor is unacceptable

5.3. If there is a material breach of the obligations stipulated in the Contract by Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) and/or the conditions and warranties against the Contract are not met for any reason attributable to Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract), then Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) shall pay to the "Rossiya airlines" JSC liquidated damages at 20 (Twenty) % from the value of such outstanding liability. "Rossiya airlines" JSC has the right to set off the amount of liquidated damages from the amounts due to the Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) when effecting payment. "Rossiya airlines" JSC reserves the right pursue any other remedy with respect to the Agreement.

5.4. If the obligation to pay liquidated damages under this Clause is or becomes void or unenforceable (either in whole or in part) for any reason, then "Rossiya airlines" JSC will, to the extent of the voidness or unenforceability, be entitled to claim unliquidated damages at law in relation to any relevant delay or other matter.

5.5. The liquidated damages payable under Clause represent (1) a fair, reasonable and proportionate calculation of "Rossiya airlines" JSC damages and legitimate business interests lost in connection with this Agreement, are not exorbitant, extravagant, unconscionable; and (2) will be a debt due and payable from Supplier/Buyer/Seller/Contractor (as referred to in the applicable contract) to "Rossiya airlines" JSC.

5.6. The Handling company is responsible for the loss or damage to the property of JSC "Rossiya Airlines", while such property is in the custody or under the control of the Handling Company.

## **PARAGRAPH 6 – PAYMENT**

6.1 The Handling Company shall prepare monthly invoices for the aforementioned related charges with reasonable support detail, which shall include the date, flight number, aircraft model and registration, the number of dedicated man hours involved on the performance of the services, a brief description of the work performed, as well as a detailed description of any additional disbursements that may have been incurred by the Handling Company, supporting documents.

6.2 In case of delay in payment of services for a period exceeding 5 (five) business days in excess of the specified in clause 6.3 herein, the Handling Company reserves the right to unilaterally suspend the provision of services upon written notification to the Carrier until full repayment of the debt.

6.3 Settlement of accounts shall be effected within 30 (Thirty) calendar days subject to acceptance of services as stipulated in clause 6.4 herein, and upon receipt by the Carrier of the Handling Company's invoices for the line maintenance services rendered by means of wire transfer to the Bank details of the Handling Company. The date of payment will be considered the date of debiting funds from the Carrier's account.

<b>Handling company</b>	<b>Carrier</b>
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<b>BANK DETAILS OF Handling company</b>	«Rossiya airlines» JSC Legal address: 18/4 Pilotov street, Saint Petersburg, 196210, RF INN (TIN) 7810814522, KPP 997650001 Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA SWIFT: SABRRUMM Transit acc. № 40702978455001000080 Current acc. № 40702978155000000080 Correspondent Bank: Deutsche Bank AG , Frankfurt am Main SWIFT: DEUTDEFF
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6.4 Before the 10th day of the month following the reporting month, Handling Company sends the, invoice and certificate of completion, a record of service performed and others supporting documents to email address: OKR@rossiya-airlines.com, with the subsequent sending of originals through the customer's Representative or by mail to 18/4, Pilotov st, Saint-Petersburg, 196210 Russian Federation. In the event an invoice is subject to a bona fide dispute, the Carrier will pay the undisputed amount timely and the Parties will cooperate in good faith to resolve the dispute within 30 (thirty) calendar days. Claims and disputes must be made in writing (by email) and addressed to the accounting department of the Handling Company within 10 (Ten) business days of receipt of invoice.

Handling Company within 10 (Ten) business days of receipt of invoice.

6.5. Banking operation expenses will be paid in accordance with SHA (SHARed) code. The payer (sender of the payment) will pay all fees charged by the sending bank. The payee (recipient of the payment) will pay all fees charged by the receiving bank. The recipient will receive the payment minus any and all fees charged by recipient's bank, if any.

6.6. No later than the 10th day of the month following the reporting period, the Handling Company sends the Carrier a "Reconciliation Report" (the form corresponds to Annex 2 to this Contract).

## **PARAGRAPH 7 - DURATION, MODIFICATION AND TERMINATION**

### **7.1. Duration and Termination**

7.1.1. Despite sub-clauses 11.4 and 11.5 of the main Agreement, this agreement is valid from the date of signing until 31.12.2025 or until the maximum amount of the agreement specified in clause 1.2. of this Agreement is reached, depending on which of the specified events occurs earlier, and in terms of the performance of warranty obligations - until their full performance by the Parties. This Agreement may be terminated by any of the parties who have provided the other party with 60 (sixty) days ' written notice.) calendar days before its expiration.

7.1.2. In case of non-compliance and/or repeated violation by the Handling company of the essential terms of the agreement, the Agreement may be terminated unilaterally out of court. In this case, the contract is considered terminated from the moment the Handling company receives the relevant notification.

### **7.2. Modification**

7.2.1 Any modification to this Annex B shall be made by a written amendment signed by both Parties, except a notice on change of the address or/and bank details.

7.2.2 Either Party may unilaterally terminate this Annex B by giving 15 calendar days advance written notice in the event the other party is in default under the Agreement and it constitutes a material breach of its obligations, provided such default is not remedied within notification period.



7.2.3. Any changes to the essential terms of the contract (on the subject, scope, lead time) during the period of its validity on the initiative of the contractor are not allowed.

7.2.4. In the event of a unilateral change by the contractor of the essential terms of the contract, "Rossiya airlines" JSC has the right to charge for liquidated damages, and the contractor is obliged to pay such liquidated damages

#### **PARAGRAPH 8 - AIRCRAFT MAINTENANCE SERVICES**

8.1 Notwithstanding the second sentence of Sub-Article 5.1. of the Main Agreement insofar as it refers to Services of Section 8 of Annex A, in the absence of Technical Instructions from the Carrier, the Handling Company shall promptly seek Technical Instructions from the Carrier but shall take no action pending receipt of such Technical Instructions. The Handling Company will not be held responsible for any flight delay resulting from lack of Technical Instructions from the Carrier.

8.2 It is the Carrier's responsibility to ensure that the conditions in this Agreement are acceptable to its appropriate authorities.

8.3 It is understood that the signature of the Handling Company's ground engineer in the technical log of the Carrier's aircraft only certifies the correct performance of routine checks and rectification of flight and/or ground discrepancies related to the checks performed. The Handling Company assumes no responsibility for the Airworthiness of the Carrier's aircraft.

8.4 The Handling Company uses BCAA OTAR-145 Option 1 Approval Reference based on the EASA Part-145 Certificate no.FI.

8.5. Carrier's MEL (Minimum Equipment List) and procedures shall be used in case of the defect that cannot be rectified at the line station. Carrier shall be informed concerning any such issue without delay (by email and on the phone).

#### **PARAGRAPH 9 - AIRWORTHINESS DATA**

9.1. The Handling Company only uses airworthiness data supplied by the Carrier.

9.2. It is the responsibility of the Carrier to ensure that the latest and valid revisions of technical documentation and/or check sheets are available for the Handling Company to fulfill the technical services agreed in this Annex B 1.0.

9.3. Mentioned documentation as in state 9.2 of Agreement is placed on board of each aircraft.

9.4. The Carrier's operating instructions, as well as the rules and procedure for processing the Carrier's technical documentation, must be at the disposal of the Handling Company, by providing access to the Carrier's website, or by other available means in electronic form.

#### **PARAGRAPH 10 - SPARE AND POOL PARTS ADMINISTRATION**

10.1 The Handling Company is responsible for checking that all spare parts/ consumables or pool parts, which are to be fitted on the Carrier's aircraft, at location in question, are in compliance with the applicable EASA Part 145 requirements. This requires the Handling Company to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Handling Company reserves the right to reject a part provided by the Carrier or its pool partner, if compliance with the above cannot be assured.

10.2 It is the Carrier's responsibility to specify which spare parts/pool parts the Handling Company shall administer and store.

#### **PARAGRAPH 11 – AUDITING**

11.1 Notwithstanding the provisions of Sub-Article 5.9 of the Main Agreement, the Carrier or its Competent Authority may, by prior written notice to the Handling Company, at its own cost, engage the Handling Company for the purpose of auditing and approving at the location(s) designated in Annex(es) B. Such notice shall be given not later than 30 (Thirty) days prior intended date of auditing and shall contain a description of area(s) to be audited. The total cost of the audit performed by the Carrier or its Competent Authority shall be borne ultimately by the Carrier.

The results of the inspections are communicated by the Carrier to the Handling Company. In case of detection of any non-conformities the Handling Company shall correct them in accordance with the agreed upon by both Parties correction plan.

#### **PARAGRAPH 12 - GOVERNING LAW**

12.1 In accordance with Article 9 of the Main Agreement, this Annex B shall be governed by and interpreted in accordance with the jurisdiction of England and Wales.

12.2 In accordance with Article 9 of the Main Agreement, Courts for the resolution of disputes shall be LCIA, London.

#### **PARAGRAPH 13 - CONTRACT NOTIFICATION**

13.1 In accordance with Sub-Article 11.3 of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective Parties as follows:

<b>Carrier Contract Notification</b>	<b>Handling Company Notification</b>
Contract issues: contractTD@rossiya-airlines.com +7(812)633-39-52; +7(812)633-39-54 18/4, Pilotov str, Saint Petersburg, 196210, RF	Contract issues: E-mail: Phone.: Fax:

#### **PARAGRAPH 14 - OPERATIONAL STATION CONTACT**

14.1 The following standard contact information for operational purposes apply:

<b>Contact details of the Carrier:</b>
MCC Airbus Fleet: <a href="mailto:mcc@rossiya-airlines.com">mcc@rossiya-airlines.com</a> , <a href="mailto:mcc1@rossiya-airlines.com">mcc1@rossiya-airlines.com</a> <a href="mailto:a.eroshenkov@rossiya-airlines.com">a.eroshenkov@rossiya-airlines.com</a> +7(812)633-39-35; +7921-189-05-19
<b>Handling Company:</b>

#### **PARAGRAPH 15 - TRAINING**

15.1 The Carrier shall ensure that all involved personnel of the Handling Company shall be trained in the Carriers specific procedure before the operation begins.

15.2 It is the Carrier's responsibility to provide required continuing training materials in the Carriers specific procedures for the handling of their aircrafts for the Handling Company's Staff training to be performed. Carrier's responsible Staff in case of necessity will provide on-site training on the applicable line station facilities upon the request.

#### **PARAGRAPH 16 – RELEASE TO SERVICE DOCUMENTATION**

16.1 The Handling Company shall issue a Certificate of Release to Service (CRS) following all maintenance performed in accordance with the Agreement.

16.2 The CRS shall be recorded in the Carrier's Technical Log or in accordance with Carrier procedures using BCAA OTAR-145 Option 1 Approval Reference based on the EASA Part-145 Certificate no. approval.

16.3 The Handling Company shall ensure that all defects reported by the flight crew of the aircraft are rectified and certified in the Carrier's technical log, or are deferred in accordance with the Operator's MEL and technical log usage procedures. The Handling Company shall certify all unscheduled and out-of-phase maintenance in the technical log and on the Handling Company own routine/non-routine task recording system. The Carrier will in all cases be provided with a copy of all work certified on such a system.

#### **PARAGRAPH 17 - MEETINGS**

17.1 Meetings between representative of the Carrier and of the Handling Company shall be arranged as requested by either party, as operational or Quality system needs dictate.

#### **PARAGRAPH 18 - CONFIDENTIALITY**

18.1 Each of the parties hereto expressly agrees that all information, document and data, commercial or otherwise, furnished by the other party pursuant to this Agreement shall be kept confidential and shall not be disclosed to any third party without the other's prior written consent except to the extent required to be disclosed under law. No reproduction of such information, documents and data shall be made except for the internal use of the party to whom such information, documents and data are furnished and, except for legal and tax purposes.

The confidentiality commitments defined in this Paragraph shall remain in full force and effect throughout the duration of this Agreement and 1 (One) year after its expiry.

#### **PARAGRAPH 19 – ANTI-CORRUPTION CLAUSE**

19.1 While performing its obligations under the Contract, 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 Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract 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.

19.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 19.1, 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 paragraph 19.1 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 3 (three) calendar days from the date of receipt of the written notification.

19.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 19.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Contract 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 Contract, 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 Contract.

## **PARAGRAPH 20 – FORCE MAJEURE**

20.1. None of the Parties will be liable for non-execution of its obligations under the Contract on time, provided that such non-execution has result from effect of force-majeure (further hereunder FM), i.e. extraordinary and unforeseeable circumstances which occur within the Contract's validity period, which are out of control of the affected Party (hereinafter the Affected party) and which could not be foreseen by it (including the flood, earthquake, volcano eruption and other natural disasters and military actions, blockades, import or export bans, law modifications). Fires and strikes shall be deemed as FM, unless they are caused by the faulty and/or negligent action/omission of the Affected party and/or persons controlled thereby (employees, contractors, consultants, etc.). Faults/suspensions in operation of the equipment and/or software as used by the Affected party, damage of communication lines and/or means shall be FM, only if they are caused by the effect of natural and/or anthropogenic factors and that they do not result from the faulty and/or negligent action/omission of the Affected party and/or third persons.

20.2. The Affected party shall immediately, no later than 7 (Seven) calendar days from the moment FM occurs, inform the other Party in writing about its occurrence, anticipated duration of the effect, as far as it is possible, evaluate the influence thereof on execution (including the execution term) of obligations under the Contract, excluding the cases when such notification is impossible by force of the above events. As FM ceases the Affected party shall be obliged within the same period to inform the other Party thereabout, indicating the expected term for the obligations under the Contract to be performed.

20.3. No availability of the notice or untimely notification about occurrence of FM will deprive the Affected party of the right for exemption from the liability to perform the obligations hereunder.

20.4. Upon request of the other Party, the Affected party shall file the official document as issued by the competent governmental authority or entity to confirm the fact that the events treated as FM have occurred.

20.5. Occurrence of FM will prolong the term for execution of obligations under the Contract for the period in line with the duration of the above events' effect, in terms of a reasonable period to remove the consequences thereof, unless the Parties have agreed otherwise.

20.6. In case FM and consequences thereof will last longer than 30 (Thirty) calendar days, any Party will be entitled to claim for termination of the Contract unilaterally and out-of-court.

## **PARAGRAPH 21 -ASSURANCES**

21.1. Each Party represents and warrants to the other Party that:

- the conclusion and / or execution of the contract by the Party does not contradict the laws, regulations of state authorities and / or local self-government, local regulations of the Party, court decisions;

- The Party has received all permissions, approvals and confirmation necessary for the conclusion and / or execution of the contract (including aforementioned documents to comply

with the current legislation of the country of registration of the Party or the constituent documents of the Party);

- The party is not insolvent or bankrupt, is not in the process of liquidation, its property in the part essential for the execution of the contract has not been seized, its activity has not been suspended;

- The party has the appropriate permits (licenses, etc.) and approvals that give the right to supply or provide services under the contract;

- before the signing the contract, its text has been examined by the Party, it understands the nature and meaning of all its provisions, including the conditions regarding the order of application and the amount of liability arising for non-fulfillment / improper fulfillment of its obligations, and, acting on its own will and in its own interests, fully recognizes and absolutely accepts all its conditions, including the amount of fines and penalties;

- the contract is signed by a person authorized to do so in accordance with the law and the constituent documents of the Party.

21.2. All of the above representations and warranties are essential for the conclusion of the contract, its execution or termination, and the Parties will rely on them.

21.3. At the request of the Party, the other Party that gave false assurances about the circumstances is obliged to compensate non-defaulting Party for losses caused by the inaccuracy of such assurances.

21.4. The Party that relied on false assurances of the other Party that have significant importance to non-defaulting Party, along with a claim for damages, also has the right to withdraw from the contract

## **PARAGRAPH 22 - DISCLOSURE OF INFORMATION**

22.1. No later than the date of signing this Contract, the Handling Company must provide the Carrier with information about all its owners (beneficiaries), including the final beneficiaries, as well as about the composition of the executive bodies in accordance with the Form of Annex 1 to Contract.

22.2. In the event of any changes in the said chain of ownership, including the ultimate beneficiaries, or in the composition of the executive bodies of the Handling company, the latter must inform the Carrier about them within 5 (Five) working days.

22.3. In case of violation of the obligations under clauses 22.1 and 22.2 of the Contract or cancellation of their performance, the Carrier has the right to terminate this Contract unilaterally and in the framework of an out-of-court procedure, notifying the Handling Company 3 (Three) calendar days before the date of termination.

## **PARAGRAPH 23 – MISCELANEOUS**

This Contract is made up and signed in 2 (two) copies, both in English language, having equal force.

For and on behalf of: <b>«Rossiya Airlines» JSC</b>		For and on behalf of:	
Date:		Date:	
Name:	Yan Burg	Name:	
Title:	Deputy General Director, Technical Director	Title:	
Signed:		Signed:	

SAMPLE

## INFORMATION ABOUT CONTRACTUAL COUNTERPARTY

Item No.	Counterparty designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					Item No.	Information about counterparty owners chain including beneficiaries (including ultimate ones)						
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counterparty designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Authority and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions		Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Registration addresses	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the Contractor	Information about support documents (title, details, etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Note: 1.1, 1.2 – owners of the contractual counterparty (first level owners); 1.1.2, 1.2.1, etc. – owners of entities 1.1, 1.2 (second level owners) and further according to the similar chart up to the ultimate beneficiary

\_\_\_\_\_ (full name) ..... /date/  
Stamp

## Signature of the Parties:

Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Дата: \_\_\_\_\_  
Date: \_\_\_\_\_

Имя:  
Name:  
Должность:  
Title:  
Подпись: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Дата: \_\_\_\_\_  
Date: \_\_\_\_\_

Annex 2 to Contract № \_\_\_\_\_

Sample

**RECONCILIATION OF ACCOUNTS**  
for the period from DDMMYYYY to DDMMYYYY

The undersigned, NAME OF THE ENTITY on the one part and "Rossiya airlines" JSC on the other part, have made this act for the purpose of reconciliation of accounts towards DDMMYYYY

**Contract reference: PLEASE STATE NUMBER AND DATE OF THE AGREEMENT**

***Money of account: (PLEASE INDICATE APPLICABLE CURRENCY)***

Reconciliation reveals the following:

"Rossiya airlines" JSC			NAME OF THE ENTITY		
Records kept	Debit	Credit	Records kept	Debit	Credit
<b>Amount of balance at DDMMYYYY</b>					
<b>Doc № dated DD/MM/YYYY, description</b>					
<b>Turnover means</b>					
<b>Amount of balance at DDMMYYYY</b>					

"Rossiya airlines" JSC

Title \_\_\_\_\_

Title \_\_\_\_\_

**Appendix 5**  
**to Procurement Documentation**

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

On call maintenance of aircraft at Nice Cote D'Azur airport (NCE)

(Subject-matter of the procurement)

n / a	Key indicators	Information to fill in
1.	The method (methods) used to determine the IMC and the justification for its application	Market analysis method is used for calculating the maximum price of the contract, calculations are made based on provided commercial offers.
2.	The calculated value of the IMP	256 099,00 EUR
3.	Specify the details of commercial offers	Offer 1 (email ) dated 26.08.2021 Offer 2 (email) dated 02.11.2021
4.	List of applications	Annex 1 to the justification of the initial (maximum) price of the contract

Calculation method: Maximum price of the contract is calculated with the market analysis method and represented in Annex 1 to the justification of the initial (maximum) price of the contract.



	<b>MARKET ANALYSIS METHOD</b>									
№ п/п	Description	Unit	Quantity	VAT, %	Information about market prices for unit, EUR without VAT		... [all sources of information used are given]	Arithmetic mean cost, EUR without VAT	Minimum cost or Customer's budget, EUR without VAT	Total cost, EUR without VAT
					Offer №1/ Supplier 1	Offer №2/ Supplier 2				
1	2	3	4	5	6	7	8	9	10	11
2	Monthly fee with the indication of the included man-hour, EUR excluding VAT.	conventional unit	47	-	1 350,00	800,00	Based on the received commercial offers	1 075,00	800,00	50 525,00
3	The rate for the call and the first person-hour of labor of the engineering and technical personnel cat. B1/B2, EUR without VAT.	conventional unit	168	-	250,00	230,00	Based on the received commercial offers	240,00	230,00	40 320,00
4	The rate of additional person-hours of labor costs of engineering and technical personnel cat. B1/B2, EUR without VAT	conventional unit	168	-	90,00	110,00	Based on the received commercial offers	100,00	90,00	16 800,00
5	The storage services EUR per m2/month	conventional unit	47	-	80,00	96,00	Based on the received commercial offers	88,00	80,00	4 136,00
									<b>IMPC</b>	<b>256 099,00</b>

