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Regulations on the Procurement of Goods, Works, and Services

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1. GENERAL PROVISIONS

1.1. Subject Matter, Scope, Objectives, and Regulatory Principles

1.1.1. The Regulations on the Procurement of Goods, Works, and Services (hereinafter referred to as RI-GD-148Kh¹) shall regulate the relations in the area of the procurement of Goods, Works, and Services for the needs of PJSC "Aeroflot" (hereinafter referred to as the Customer); establish the procedure for the preparation and the implementation of procurement procedures, inclusive of the following procurement requirements: the procedure for the preparation and the implementation of procurement procedures (inclusive of procurement methods) and the terms of use thereof as well as the procedure for conclusion and execution of contracts.

1.1.2. RI-GD-148Kh has been designed in accordance with applicable provisions of the Federal Law "On Procurement of Goods, Works, and Services by Certain Types of Legal Entities" (hereinafter referred to as the Federal Law No. 223-FZ).

1.1.3. RI-GD-148Kh shall not apply to contracts concluded before the approval of RI-GD-148Kh according to the procedure established in applicable provisions of the Federal Law No. 223-FZ.

1.1.4. RI-GD-148Kh shall apply to all the processes that are related to the acquisition of Goods, Works, and Services for PJSC "Aeroflot," inclusive of economically autonomous subdivisions, branches, and representative offices, with the exception of the cases specified in applicable provisions of paragraph 4 of Article 1 of the Federal Law No. 223-FZ.

1.1.5. In the event of procurement of Goods, Works, and Services with the value that is equal to or greater than a large transaction amount, such procurement shall be concurred in accordance with the applicable provisions of the current legislation of the Russian Federation.

1.1.6. RI-GD-148Kh shall regulate the relations in the area of procurement in order to:

1.1.6.1. create conditions for the timely and complete satisfaction of the Customer's needs for Goods, Works, and Services with the required parameters of price, quality and reliability;

1.1.6.2. attain an efficient use of the Customer's funds;

1.1.6.3. enhance the possibility of businesses and individuals in the procurement of Goods, Works, and Services (hereinafter referred to as the procurement) and to provide incentives for such participation; facilitate the access of small- and medium-sized businesses to participation in the procurement;

1.1.6.4. develop fair competition; establish a priority of competitive methods of procurement;

1.1.6.5. ensure openness and transparency of procurement;

1.1.6.6. prevent corruption and other abuses.

1.1.7. In the course of procurement of Goods, Works, and Services, the Customer shall be guided by the following principles:

1.1.7.1. information transparency of the procurement;

1.1.7.2. equality, equity, absence of discrimination and unreasonable restrictions of competition in relation to procurement participants. Establishing priorities for Goods, Works, and Services produced in the customs territory of the Russian Federation;

1.1.7.3. targeted and cost-effective expenditure of funds for the procurement of Goods, Works, and Services (with due consideration of the life-cycle cost of the purchased products where appropriate) and implementation of the measures aimed at reducing the costs of the Customer. The contract price (the lot price) is one of the basic criteria for determining the

¹ Herein, the identification number with the suffix "Kh" refers to the active status of the current document revision. The relevance of the document should be checked on the official website of PJSC "Aeroflot" at the following link: http://www.aeroflot.ru/cms/about/retail_center/documentation.

Winning Bidder in a competitive procurement procedure;

1.1.8. absence of restrictions of admission to procurement through establishment of immeasurable requirements for procurement participants.

1.2. Terms, Definitions, and Abbreviations

a **Subscription Agreement**: an agreement with the execution on request whereunder one of the parties (the subscriber) must make payments for the right to require the other party (the Customer) to render Services or to perform other obligations in a fixed volume or amount;

an **Alternative Proposal**: a Proposal of a Procedure Participant that is filed in addition to the Main Proposal and that contains one or more organizational and technical solutions, business solutions, characteristics of supplied Goods or contractual conditions that have been modified with respect to the information contained in the Main Proposal;

an **Auction**: a form of competitive bidding (along with a Competitive Tender) that is regulated by the rules established by applicable provisions of applicable provisions of Articles 447-449 of the Civil Code of the Russian Federation. The Auction Winner shall be the person / entity that has offered the lowest contract price except for the cases stipulated in applicable provisions of the current legislation;

Auction Documentation: a set of documents that contains information on technical, organizational, and commercial issues of trading in the form of an Auction;

Procurement Documentation: a set of documents that contain full details and information on the scope, the conditions of participation, and the rules of implementation of the procurement procedure, the rules of preparation, execution, and submission of Proposals by procurement participants, the rules for selecting the Winning Bidder as well as the conditions of the contract to be concluded upon completion of the procurement procedure;

Unified Information System: a set of information contained in databases; information technology and technical means to ensure formation, processing, and storage of such information; as well as provision of such information with the use of the official website of the Unified Information System on the Internet;

Closed Procurement Procedures: procurement procedures wherein only persons / entities that have been specially invited by the Customer can participate;

Procurement: actions that are implemented in compliance with applicable provisions of RI-GD-148Kh and are aimed at meeting the needs of PJSC "Aeroflot" for Goods, Works, and Services;

Procurement in a Foreign State: actions that are organized in compliance with applicable provisions of RI-GD-148Kh and are aimed at meeting the needs of PJSC "Aeroflot" for Goods, Works, and Services in a foreign state and which are implemented in the territory of a foreign state;

Procurement from a Single Supplier (Performer, Contractor): a procurement wherein the Customer enters into a contract with a specific Supplier (Performer, Contractor) without a tender selection procedure.

Request for Quotations: a Competitive Procurement Method that is a not competitive bidding and is not regulated by the rules specified in applicable provisions of applicable provisions of Articles 447-449 of the Civil Code of the Russian Federation. The Winner of the Request for Quotations shall be the Participant that has offered the lowest price for the tendered lot or contract;

Request for Proposals: a Competitive Procurement Method that is not competitive bidding but an offer to provide an Proposals in compliance with applicable provisions of paragraph 1 of Article 437 of the Civil Code of the Russian Federation. The Winner of the Request for Proposals shall be the Participant whose Proposal best complies with the requirements of the documentation and that has been awarded the first place by the tender committee;

Competitive Procurement Method: a procurement procedure wherein the selection of the best Supplier shall be based on the comparison of Proposals (competition) of several independent participants in the procurement procedure;

Competitive Tender: a form of competitive bidding (along with the Auction) that is regulated by the rules established by applicable provisions of Articles 447-449 of the Civil Code of the Russian Federation. The Competitive Tender Winning Bidder shall be the person / entity that has offered the best terms according to the conclusion of the Tender Committee;

Tender Documentation: a set of documents that contain information on the technical, organizational, and commercial issues for the competitive bidding implemented in the form of a Competitive Tender;

Tender Committee: a collective body that is created on the basis of the corresponding decision of the Customer for the purposes of implementation of Procurement Procedures, inclusive of the purposes of determining the Procurement Method and the Winning Bidder;

Consolidated Procurement: the procurement of Goods, Works, and Services for the needs of PJSC "Aeroflot" and affiliated companies (hereinafter referred to as **Affiliates**);

Quoted Application: documentary evidence of the consent of a Participant to participate in the Request for Quotations under the terms declared by the Customer;

Lot: a part of the purchased products that is clearly detached in the Procurement Documentation and in respect whereof a separate application may be filed as part of the procedure and a separate contract may be concluded;

Initial (Ceiling) Contract Price: the maximum contract price, which is determined by the Customer within the scope of the Procurement Documentation;

Non-Competitive Procurement Method: a procurement procedure that does not provide for competitiveness of Open Competitive Tender Bids;

Electronic Platform Operator: a legal entity whereof the state registration is implemented in accordance with the established procedure in the Russian Federation regardless of its legal form of organization, ownership, location, and origin of capital or a private individual as an individual entrepreneur that owns the electronic platform, the hardware and software that are necessary for its functioning and ensures implementation of Electronic Open Procurement Procedures;

Open Procurement Procedure: a procurement procedure wherein an unlimited number of persons may participate in accordance with the applicable provisions of the current legislation of the Russian Federation;

Rebidding: a feature of the procurement procedure wherein the Customer provides all the procurement participants with the right voluntarily to increase the rating of their Bids in due time by lowering the initial offer price subject to preservation of the remaining provisions of the Bid;

Winning Bidder: the procurement Participant that has made the best offer in accordance with the terms of the Procurement Documentation;

Supplier: any private individual or legal entity or a group of such persons / entities that can legally deliver the required products;

Pre-Qualification Selection: assessment of conformity of Suppliers to the presented requirements that is implemented as a separate procedure prior to submission of Bids with technical and commercial Proposals;

Procurement Item: specific Goods, Works, or Services that are intended for delivery (performance, provision) to the Customer under the conditions specified in applicable provisions of the Procurement Documentation;

Products: Goods, Works, Services;

Procedure: a set manner of implementation of activities or processes; a sequence of operations;

Procedures with Limited Participation: procurement procedures wherein a limited

number of persons may participate according to the results of the preliminary qualification selection;

Work: any activity whereof the results are materially expressed and can be sold to meet the needs of the Customer. Work, in particular, shall include activities that are associated with construction, reconstruction, demolition, repair, or renovation of buildings, structures, or facilities, inclusive of construction site preparation, excavation, erection, building, installation of equipment or materials, finishing Work, and related construction Work such as drilling, site engineering, satellite acquisition, seismic investigations, and similar operations;

Framework Agreement: an agreement that defines the general terms of obligations of the relationship of the Parties, which can be fleshed out and clarified by the Parties by entering into separate contracts, filing of applications by one of the parties, or otherwise under or pursuant to the Framework Agreement;

Procurement Method: a type of procurement procedures specified in applicable provisions of RI-GD-148Kh, which determines the actions prescribed for the unconditional performance in the course of the implementation of procurement;

Goods: any items (material objects). Goods, in particular, shall include products, equipment, energy carriers, and electrical energy;

Competitive Bidding: a procurement procedure that is implemented in the form of a Competitive Tender or an Auction;

Services: any activity whereof the results are not materially expressed and that includes consulting and legal Services, the repair and the maintenance of computer, office, and other machinery and equipment, the creation of software and the transfer of rights (licenses) to use software, as well as the provision of movable and immovable property for leasing or renting;

Bidder: a person / entity that submits a Competitive Tender Participation Bid;

Extraordinary Event: a force-majeure circumstance, which could not be foreseen in advance and which poses a clear and substantial danger to the human life and health, to the environment, or to the property interests of the Customer;

Expert: an impartial person that possesses expertise in respective areas that is sufficient for the assessment of applications under any particular criteria;

Electronic Platform: a website, on which public procurement procedures are held in the electronic form;

Electronic Digital Signature: information in an electronic form that is attached to the other information in an electronic form (signed information) or otherwise associated with such information and is used to determine the person who signs the information;

Electronic Document: a document signed by means of an Electronic Digital Signature;

Stage: a procedure of the Competitive Tender or another Procurement Method limited to any event (the expiration of a predefined period, the completion of pre-allotted number of attempts, the filing of any document etc.), which was adopted on the basis of results of a decision in respect of all its members (allowing to the next stage, selecting the best bidder etc.).

1.3. Procurement Information Support

1.3.1. RI-GD-148Kh and the amendments thereto shall be subject to mandatory placement in the Unified Information System in accordance with the applicable provisions of Federal Law No. 223-FZ not later than 15 days from the date of adoption (approval).

1.3.2. Placement of information on the procurement in the Unified Information System shall be implemented in accordance with the procedure established by the Government of the Russian Federation.

1.3.3. The Unified Information System shall contain the Plan for the Procurement of Goods, Works, and Services for one year.

1.3.3.1. Placement of the Plan for the Procurement of Goods, Works, and Services and

of the information on amendments thereto in the Unified Information System shall be implemented within 10 days from the date of approval of the Plan or introduction of amendments thereto.

1.3.3.2. Placement of the Plan for the Procurement of Goods, Works, and Services in the Unified Information System shall be implemented not later than on December 31 of the current calendar year.

1.3.3.3. The Plan for the Procurement of Innovative and High-Tech Products shall be placed in the Unified Information System for a period of 5 to 7 years.

1.3.3.4. The criteria for classification of Goods, Works, and Services as innovative and (or) high-tech products for the purposes of generation of the Plan for Procurement of such products shall be established by the federal executive authority responsible for the legal regulation in the established field of activity.

1.3.4. The following information shall be placed in the Unified Information System:

1.3.4.1. a Procurement Notice and all the amendments thereto;

1.3.4.2. Procurement Documentation and all the amendments thereto;

1.3.4.3. a draft Contract;

1.3.4.4. Clarification of Provisions of the Procurement Documentation;

1.3.4.5. the Protocols compiled during the procurement;

1.3.4.6. Other information provided by applicable provisions of Federal Law No. 223-FZ.

1.3.5. Information that is placed in the Unified Information System shall be available for viewing free of charge.

1.3.6. If the amount, the price of Goods, Works, and Services, or the terms of performance of contractual obligations referred to in the report compiled on the basis of the results of procurement are changed at the conclusion and in the course of execution of the contract, information about the change of the contract with an indication of the changed conditions shall be placed in the Unified Information System no later than 10 days from the date of introduction of such changes to the contract.

1.3.7. Not later than on the 10th day of the month following the reporting month, the following information shall be placed in the Unified Information System:

1.3.7.1. information on the quantity and the total value of contracts concluded as a result of procurement of Goods, Works, and Services;

1.3.7.2. information on the quantity and the total value of contracts concluded as a result of procurement from a single Supplier (Performer, Contractor);

1.3.7.3. information on the quantity and the total value of contracts concluded as a result of procurement if the information on such contracts constitutes a state secret or is governed by the applicable provisions of the resolutions of the Government of the Russian Federation in accordance with Part 4 of Article 16 of Federal Law No. 223-FZ;

1.3.7.4. information on the quantity and the total value of contracts concluded by the Customer as a result of procurement from small and medium-sized businesses.

1.3.8. Information about the annual volume of procurement that the Customer is obliged to implement from small and medium-sized businesses shall be placed in the Unified Information System not later than on February 1 of the year following the last calendar year².

1.3.9. Procurement information that constitutes state secrets shall not be placed in the Unified Information System provided that such information is contained in the procurement notice, procurement documentation, or in the draft contract; the above rule shall also apply to the procurement information in respect whereof the decision of the Government of the Russian Federation has been adopted in accordance with the applicable provisions of part 16 of Article 4 of Federal Law No. 223-FZ.

1.3.10. The Customer shall not upload data on the procurement of Goods, Works, and

² The provisions of this paragraph shall enter into force on January 1, 2016.

Services whereof the value does not exceed one hundred thousand rubles, inclusive of the VAT (or the single tax if the counterparty uses the simplified taxation system), in the Unified Information System.

1.3.11. If the annual revenue of the Customer for the financial year amounts to more than 5 billion RF rubles, the Customer shall not upload information on the procurement of Goods, Works, and Services whereof the value does not exceed 500 thousand RF rubles, including the VAT (or the single tax if the counterparty uses the simplified taxation system), in the Unified Information System.

1.3.12. Within 3 business days from the date of conclusion of the contract, the Customer shall enter the information and the documents required by the Government of the Russian Federation in accordance with applicable provisions of part 1 of Article 4.1 of Federal Law No. 223-FZ into the Contract Register. If the Contract is amended, the Customer shall enter such information and the documents in respect whereof such changes were made into the Contract Register. Information about the results of performance of contractual obligations shall be entered in the Contract Register within 10 days from the date of execution, amendment, or termination of the corresponding contract.

1.3.13. Information and documents that must not be placed in the Unified Information System in accordance with Federal Law No. 223-FZ shall not be entered into the Contract Register.

1.3.14. In case of technical or other issues that block access to the Unified Information System for more than one business day that occurred in the course of maintenance of the Unified Information System by the federal executive body that is authorized to maintain such a system, the information to be placed in the Unified Information System in accordance with Federal Law No. 223 FZ and RI-GD-148Kh shall be placed on the official website of the Customer with subsequent placement thereof in the Unified Information System within one business day from the date of the elimination of the above technical or other issues that block access to the Unified Information System and shall be considered to be posted in due course.

1.3.15. Prior to the commissioning of the Unified Information System, the information and the documents provided for by Federal Law No. 223-FZ shall be placed on the official website of the Russian Federation on the Internet for the placement of information about placement of orders for Goods, Works, and Services (www.zakupki.gov.ru) in accordance with the procedure specified by the Government of the Russian Federation.

1.3.16. Information to be published shall be stored on the official website of the Customer for one year.

1.3.17. Information on Procurement implemented by way of a Competitive Tender or an Auction or a Request for Quotations shall be stored by the Customer on paper for a period of five years; information on Procurement implemented by other ways, in accordance with the internal regulatory documents of the Customer. The Customer shall possess the additional right to upload the information specified in applicable provisions of RI-GD-148Kh on the Customer's website (www.aeroflot.ru) (hereinafter referred to as the official website of the Customer).

2. PLANNING

2.1. Procurement Planning

2.1.1. Procurement planning shall be implemented by means of generation, approval, and maintenance of the following:

a Plan of Procurement of Goods, Works, and Services;

a Plan of Procurement of Innovative, High-Tech, and Medicinal Products.

2.1.2. Terms of preparation of a plan of Procurement of Innovative, High-Tech, and Medicinal Products and, in addition, the procedure for preparation of relevant draft plans shall be determined independently by the Customer so as to comply with applicable requirements

established by the Government of the Russian Federation as well as the requirements stipulated by the Customer's regulatory documents.

2.2. Procurement Plan

2.2.1. The basis for generation of a Procurement Plan shall be forecast-based and / or approved budget parameters and Customer's Products programs for the planning period.

2.2.2. The Procurement Plan can be generated on the basis of such data as exchange rates, stock indexes, and other information as well as on the basis of the following programs that determine the Procurement activity:

- a manufacturing program;
- a repair program;
- an investment program;
- other programs.

2.2.3. The procedure for generation of a Procurement Plan shall be determined in accordance with applicable requirements established by regulatory instruments of the Russian Federation, Customer's regulatory documents, and the present Regulations and shall account for the timing of Procurement Procedures based on the required date of delivery of Goods, Works, and Services.

2.2.4. The Procurement Plan shall be generated in accordance with the requirements for the form of the Procurement Plan approved by the Government of the Russian Federation.

The Procurement Plan shall include mandatory information on the Procurement of Goods, Works, and Services that is to comply with the Customer's needs.

In compliance with applicable provisions of part 15 of Article 4 of Federal Law of the Russian Federation No. 223-FZ, information on the Procurement of Goods, Works, and Services that constitutes state secrets shall not be placed in the Procurement Plan provided that such information is contained in the Procurement Notice, Procurement Documentation, or in the draft contract; the above rule shall also apply to the Procurement information in respect whereof the decision of the Government of the Russian Federation has been adopted in accordance with the applicable provisions of part 16 of Article 4 of Federal Law No. 223-FZ.

2.2.5. With due consideration of applicable provisions of part 15 of Article 4 of Federal Law No. 223-FZ, in the Procurement Plan can be omitted information on the Procurement of Goods, Works, and Services which value does not exceed 100 thousand RF rubles; the above shall also apply to the information on the Procurement of Goods, Works, and Services whereof the value does not exceed 500 thousand RF rubles if the Customer's annual revenues for the financial year exceed 5 billion RF rubles.

2.2.6. Adjustment of the Procurement Plan may also be implemented in the following cases:

a) changes in the need for Goods, Works, and Services inclusive of the timing of procurement thereof, the procurement method, and the period of performance of contractual obligations;

b) changes of the cost of the Goods, Works, and Services planned for acquisition by more than 10 percent which was detected in the course of preparation for the procedure of a particular Procurement whereupon implementation of the Procurement in accordance with the planned volume of funds provided by the Procurement Plan is impossible;

c) in other cases established by applicable provisions of RI-GD-148Kh and other Customer's regulatory documents.

2.2.7. Adjustment of the Procurement Plan can be implemented either on a monthly basis or expeditiously.

2.2.8. If the Procurement of Goods (Works, Services) is done by way of a Competitive Tender or an Auction or by way of another Procurement Method, changes in the Procurement Plan shall be implemented not later than on the date of placement of a Procurement Notices, Procurement Documentation, or changes thereto in the Unified Information System or not later than on the date of conclusion of the contract in the event of the use of non-competitive

Procurement Methods.

2.2.9. Adjustment of Procurement Plans before the publication of the Procurement Notice shall also include the adjustment of the initial (maximum) price of the contract taking into account the changing market conditions over time and shall indicate the final price for the Procurement within the scope of the adjusted Procurement Plan.

2.2.10. The Procurement Plan shall feature a monthly or a quarterly breakdown.

2.2.11. If the period of performance of the contract exceeds the period for which Procurement Plans (long-term contracts) are approved, the Procurement Plan shall also include information for the entire period of the Procurement until the execution of the contract.

2.2.12. In the course of formation and / or adjustment of the Procurement Plan, the subject matter of the contract shall be described in the volume that allows for a complete evaluation of the needs of the Customer in specific Goods (Work, Services) in the planned period of time.

3. PROCUREMENT METHODS AND IMPLEMENTATION FEATURES

3.1. The Procurement Method shall be determined by the Customer for each individual Goods, Works, and Services.

3.2. Applicable provisions of RI-GD-148Kh establish the following Procurement Methods:

3.2.1. Competitive Procurement Methods:

3.2.1.1. With Competitive Bidding:

a) a Competitive Tender;

b) an Auction;

3.2.1.2. Without Competitive Bidding:

a) a Request for Proposals;

b) a Request for Quotations.

Competitive Procurement Methods shall have the higher priority in the course of organization and implementation of Procurement Procedures.

3.2.2. Non-Competitive Procurement Methods:

a) Procurement from a Single Supplier (Performer, Contractor);

b) Direct Single-Source Procurement;

c) Minor Procurement.

Non-Competitive Procurement Methods shall be used in exceptional circumstances and are strictly regulated by applicable provisions of paragraphs 5.8, 5.9, and 5.10 hereof.

3.3. Features of the Procurement Procedures

3.3.1. Competitive Procurement Procedures can be implemented among an unlimited number of participants (public Procurement), a limited number of participants (Restricted Procurement, Closed Procurement, and Procurement in a Foreign Country).

3.3.1.1. Only participants who have passed preliminary qualification shall be allowed to participate in Restricted Procurement.

3.3.1.2. If the Customer decided to limit participation in a relevant Procurement Procedure, the information on such restrictions shall be specified in the Procurement Notice.

3.3.1.3. The following persons shall be permitted to participate in closed procurement:

a) the persons who have access to information that constitutes a state secret: if the information that constitutes a state secret is contained in the Procurement Notice, the Procurement Documentation, or the Draft Contract. The list of such persons shall be determined by the Customer;

b) the persons determined by the decision of the Customer: if the Government of the Russian Federation determines a specific Procurement, whereof the details do not constitute a state secret but shall not be placed in the Unified Information System in accordance with para.

1 of Part 16 of Article 4 of Federal Law No. 223-FZ or lists and / or groups of goods, information on the Procurement of which is not a state secret but shall not be placed in the Unified Information System in accordance with para. 2 of Part 16 of Article 4 of Federal Law No. 223-FZ. The list of such persons shall be determined by the Customer;

3.3.2. Procurement may be implemented:

3.3.2.1. With the exclusive use of paper documents (in case of closed Procurement);

3.3.2.2. With the exclusive use of documents in the electronic form (for electronic Procurement). At the same time, the Customer shall increase the share of electronic Procurement in the total annual volume of public Competitive Procurement in the amount and within the deadlines established in applicable provisions of paragraph 7 of the Action Plan ("Roadmap") "Improving Access of Small- and Medium-Sized Businesses to the Procurement of Infrastructure Monopolies and State-Owned Companies" approved by the Decree of the Government of the Russian Federation dated May 29, 2013 and registered under No. 867-r.

3.3.2.3. With the use of documents both on paper and in the electronic form (in case of public Procurement and restricted Procurement).

3.3.3. Procurement procedures can be conducted with or without rebidding, with or without the right to submit Alternative Proposals, with or without a choice of multiple Winning Bidders in one Lot, and in other forms specified in applicable provisions of RI-GD-148Kh.

3.4. The Customer may implement the procedure that provides for selecting multiple Winning Bidders in one Procurement Lot.

3.4.1. The ability to select multiple Winning Bidders may be provided subject to the use of the following Procurement Methods: a Competitive Tender, an Auction, a Request for Proposals, a Request for Quotations. The ability to select multiple Winning Bidders shall be allowed if participants can submit Proposals for the supply of a part of the Lot (a divisible Lot).

3.4.2. The Procurement Documentation shall provide for the condition of the possibility of distribution of the total volume of the Procurement among several Procurement Participants that comply with applicable requirements of the Procurement Documentation.

3.4.3. The distribution of the total volume can be implemented in the course of Procurement of Goods if the Lot is divisible. Information about the possibility of conclusion of more than one contract with the different participants for one Lot shall be determined by applicable requirements of the Procurement Documentation.

3.4.4. In some cases the distribution of the total volume of the Lot may be implemented within the scope of Procurement of Goods and Works, inclusive of such Procurement under long-term supply contracts (i.e., contracts with the term of more than one year), and the execution of Works if the latter is caused by the specifics of the contract.

3.5. Implementation of Procurement with Provision of Alternative Proposals

3.5.1. In case of a Request for Proposals, the Customer shall possess the right to provide for the right of a Participant to submit Alternative Proposals in the Procurement Documentation.

3.5.2. Alternative Proposals shall be permitted only in relation to the established requirements for the Products or the terms of the contract. The Customer shall identify the aspects of the requirements for the Products and / or the terms of the contract whereunder the Alternative Proposals are allowed.

3.5.3. The absence of conditions of the possibility to submit an Alternative Proposal in the Procurement Documentation shall be construed to mean that the submission of Alternative Proposals is not permitted.

3.5.4. In the event of establishing of the possibility to submit Alternative Proposals under any requirement for the Products and / or the terms of the contract in the Procurement Documentation, the latter shall provide for a corresponding evaluation criterion.

3.5.5. The Customer shall possess the right to limit the number of Alternative Proposals submitted by a single Procurement Participant.

3.5.6. The Procurement Documentation shall explicitly provide for the right of a Participant to submit an Alternative Proposal and shall also include the rules for the preparation and the submission of Alternative Proposals, inclusive of the obligation of the Participant to clearly separate them as part of its Bid.

3.5.7. The provisions of RI-GD-148Kh on the right of the Procurement Participant to submit only one Bid shall not apply to Alternative Proposals.

3.5.8. Procurement Documentation shall provide that Alternative Proposals will be accepted only in the presence of the Main Proposal; at the same time, the Main Proposal shall mean the Proposal that best complies with applicable requirements and conditions specified in the Procurement Documentation. If a single Proposal with alternative options allowed by Procurement Documentation is submitted, such a Proposal shall be deemed the Main Proposal.

3.5.9. In the course of Bid consideration, the Main and the Alternative Proposals shall be considered separately. In this case, the protocol, which is compiled on the basis of the Procurement (or the Competitive List), shall contain information on the results of consideration of each Alternative Proposal (accepted for further consideration or rejected).

3.5.10. According to the result of the qualifying stage of consideration of the Bids, a Participant shall be allowed to participate in the Procurement Procedure if, at least, one of the Proposals (primary or alternate) filed by such a Participant has been found to comply with applicable requirements of the Procurement Notice and the Procurement Documentation.

3.5.11. The grounds for acceptance (declining) of Original and Alternative Proposals shall not differ. If any Alternative Proposal filed by a Procurement Participant is different from the Main Proposal or another Alternative Proposal in terms of price only, all the Alternative Proposals filed by such a Procurement Participant shall be rejected.

3.5.12. At the evaluation stage of consideration of Bids and in the course of selection of the Winning Bidder, Alternative Proposals and Original Proposals shall be considered on equal terms. Alternative Proposals shall participate in the rankings regardless of the Main Proposal; at the same time, the Procurement Participant shall be given a few positions in the ranking according to the number of un-declined Proposals. The same parameters of Original and Alternative Proposals shall be evaluated equally.

3.5.13. During Rebidding procedure (if held), Participants shall possess the right to declare new prices or other conditions in respect of both the Main and the Alternative Proposals.

3.5.14. The Customer shall possess the right to choose an Alternative Proposal as the best according to the criteria and the procedures specified in applicable provisions of the Procurement Documentation.

3.5.15. If the Procurement Participant that has submitted an Alternative Proposal refuses to sign the contract, the Customer shall possess the right to reject all the Proposals (both Main and Alternative) submitted by such a Procurement Participant.

3.6. Implementation of Procurement with Rebidding (Price Adjustment)

3.6.1. In the case of Rebidding procedure, the Customer shall announce the possibility for Procurement Participants to freely and openly raise the preference of their Bids by reducing the original price (specified in the Bid) (Rebidding); such announcement shall be made within the scope of the Tender Documentation or the Documentation of the Request for Proposals (as applicable).

3.6.2. Rebidding can be implemented after the evaluation, comparison, and ranking of un-rejected Main Proposals for participation in the Competitive Tender or the Request for Proposals.

3.6.2.1. Participants who rank in the preliminary rankings of Main Bids in accordance with the provisions of the Procurement Documentation shall possess the right to participate in

Rebidding.

3.6.2.2. Any number of invited Procurement Participants shall possess the right to participate in Rebidding. Procurement Participants that have been invited to Rebidding shall possess the right not to participate therein, in which case their Bids shall remain current at the previously announced price.

3.6.2.3. Only the persons who have been personally authorized by the Procurement Participant shall possess the right of representation during the Rebidding and declare the prices binding on the Procurement Participant. Such persons shall provide the Tender Committee with documents that confirm their authority before the Rebidding procedure.

3.6.2.4. These persons shall submit sealed envelopes that must clearly specify the minimum price that the representative of the Procurement Participant shall be entitled to submit in the course of the Rebidding procedure. This price shall be certified by two signatures: the signature of the head and the signature of the chief accountant of the Procurement Participant; and shall bear the round seal of the Procurement Participant.

3.6.2.5. Before the start of the Rebidding procedure, these envelopes shall be submitted to the Tender Committee against written acknowledgment of receipt. Representatives of Procurement Participant who have not submitted envelopes with the minimum price shall not be permitted to participate in the Rebidding procedure. Such Procurement Participants shall be deemed not to participate in the Rebidding procedure.

3.6.2.6. The Customer shall possess the right to provide for either open or secret rebidding in applicable provisions of the Procurement Documentation. If secret rebidding is used, only the envelopes with the minimum price that have been submitted by Procurement Participants shall be opened; the final bid price of each Procurement Participant shall be announced and recorded in the report.

3.6.2.7. If open rebidding is used, the Chairman of the Tender Committee or his or her substitute shall invite all the representatives who have been allowed to participate in the Rebidding procedure to announce publicly their new prices. Rebidding shall be held until all the Procurement Participants have announced their final price and have declared not to continue to reduce it. After the Rebidding procedure, the Tender Committee shall open the sealed envelopes with the minimum prices; however, these prices shall be not disclosed separately. If the final price that is declared by a Procurement Participant as a result of the Rebidding procedure exceeds or is equal to the price specified in the envelope with the lowest price to be submitted by the Procurement Participant in question, the Tender Committee shall declare the price specified in the envelope with the lowest price as final. If the final price that is declared by a Procurement Participant as a result of the Rebidding procedure is below the price indicated in the envelope with the lowest price to be submitted by the Procurement Participant in question, the Tender Committee shall announce the latter and shall declare such announced price as final while discarding the price declared by the Procurement Participant in question during the Rebidding procedure.

3.6.2.8. The price received in the above manner in the course of the Rebidding procedure shall be the final offered price for each Procurement Participant.

3.6.2.9. Decreasing the price shall not result in any changes in the other conditions of the Bid submitted by the Procurement Procedure Participant.

3.6.2.10. Upon detection of violations in completing and signing the envelope with the minimum price, any price submitted by a Procurement Procedure Participant that is declared in the course of the Rebidding Procurement Procedure shall not be accepted and such a Procurement Procedure Participant shall be deemed not to have participated in this Procurement Procedure. Proposals of a Procurement Procedure Participant to increase the price shall not be considered either, and such a Procurement Procedure Participant shall be deemed not to have participated in the Rebidding Procurement Procedure.

3.6.2.11. After the Rebidding Procurement Procedure, the Tender Committee shall

make the necessary calculations in accordance with the previously announced criteria and shall consider the prices obtained in the course of the Rebidding Procurement Procedure when evaluating the Bids and constructing the final ranking of Proposals. As regards the Bids submitted by Procurement Procedure Participants who have been invited to the Rebidding Procurement Procedure but who have not participated therein, the original price of such Bids shall be taken into consideration when constructing the final ranking of Proposals.

3.6.2.12. The contract shall be awarded to the Procurement Procedure Participant whose Bid has been declared to essentially comply with applicable requirements of the Procurement Procedure Documentation and has been awarded the first place in the final ranked evaluation list.

3.7. Features of Joint Procurement Procedure, Consolidated Procurement Procedure, and Procurement Procedure for the Needs of Affiliates.

3.7.1. PJSC "Aeroflot" shall possess the right to implement joint Procurement Procedures with its Affiliates. In the course of implementation of joint Procurement Procedures, PJSC "Aeroflot" and its Affiliates shall jointly act as the Customers of Goods, Works, and Services. In the course of implementation of joint Procurement Procedures with Affiliates, the following Procurement Procedures can be used: a Competitive Tender, an Auction, a Request for Proposals, a Request for Quotations, Procurement Procedure in a Foreign State, Procurement Procedure from a Single Supplier (Performer, Contractor).

3.7.2. Rights, obligations, and responsibilities of PJSC "Aeroflot" and its Affiliates in the course of joint Procurement Procedures as regards the determination of Suppliers, Customers, and Contractors, and the procedure for such Procurement Procedures shall be determined by a contract concluded by and between the Parties in compliance with applicable provisions of the Civil Code of the Russian Federation and RI-GD-148Kh. The contract with the Winning Bidder(s) of a joint Procurement Procedure for determining Suppliers, Customers, and Contractors shall be concluded by each Affiliate and PJSC "Aeroflot." The contracts concluded with the Winning Bidder(s) of joint Procurement Procedures shall be implemented by the Parties in compliance with applicable provisions of the Civil Code of the Russian Federation and other federal laws.

3.7.3. In accordance with paragraph 3.7.1 hereof, the organizer of joint Procurement Procedures, as well as the party that determines Procurement Procedure Methods shall be PJSC "Aeroflot," which has acquired a part of its Affiliate's functions for the purposes of organization and implementation of joint Procurement Procedures on the basis of a contract of delegation, an agency contract or in another form.

3.7.4. The organizer of joint Procurement Procedures shall approve the composition of the Tender Committee.

3.7.5. In the course of implementation of joint Procurement Procedures, PJSC "Aeroflot" shall use and be guided by applicable provisions of RI-GD-148Kh.

3.7.6. PJSC "Aeroflot" shall possess the right to act as the organizer of Procurement Procedure for the needs of JSC "Aeroflot" and its Affiliates in case of a consolidated Procurement Procedure. In the course of implementation of consolidated Procurement Procedures, PJSC "Aeroflot" shall use and be guided by applicable provisions of RI-GD-148Kh. In case of a consolidated Procurement Procedure, the conclusion of contracts of delegation, agency contracts, and other agreements between PJSC "Aeroflot" and its Affiliates shall not be required. The report on the choice of the Supplier (Performer, Contractor) in the scope of a consolidated Procurement Procedure shall be brought to the attention of the Affiliate within three days from the date of its signing. Affiliates shall conclude a contract with the Supplier (Customer, Contractor) determined by PJSC "Aeroflot" for a consolidated Procurement Procedure as though with a **single Supplier (Customer, Contractor)**.

3.7.7. PJSC "Aeroflot" shall possess the right to act as the organizer of Procurement Procedures for the needs of its Affiliates. In this case, the Affiliate shall transfer a part of its

functions for the organization and the implementation of Procurement Procedures to PJSC "Aeroflot" on the basis of a contract of delegation, an agency contract, or in any other form. In the course of implementation of such a Procurement Procedure, PJSC "Aeroflot" shall use and be governed by applicable provisions of RI-GD-148Kh.

3.8. Features of the Application of Anti-Dumping Measures

3.8.1. The terms of procurement may provide for anti-dumping measures in the course of the offer of the contract price (lot price) by a Procurement Participant that is lower than the initial (ceiling) contract price (lot price) by the amount specified in the procurement documentation (hereinafter referred to as the dumping price of the contract).

3.8.2. The Customer shall possess the right to apply the following anti-dumping measures:

3.8.2.1. If the Procurement Participant, with whom a contract is concluded, proposes a dumping price of the contract in the course of participation in the procurement, the contract shall be concluded only after provision of a security for performance of the contract in excess of one hundred and fifty percent of the amount of the security for performance of the contract specified in the procurement documentation, but not less than the amount of the advance payment (if the contract provides for an advance payment) by such Procurement Participant.

In accordance with the present subparagraph, the security for performance of the contract shall be provided by the Procurement Participant, with which a contract is concluded, prior to conclusion of the latter. The Procurement Participant who fails to comply with this requirement shall be deemed to have refused to conclude the contract.

3.8.2.2. The value of the significance of Bid evaluation and comparison criteria may be set differently for the cases where a Procurement Participant has submitted a Procurement Proposal for a dumping contract price (lot price).

When a Procurement Procedure Participant submits a Proposal for a dumping contract price (lot price), the sum of the significance values of all the criteria provided for by the procurement documentation and applicable to the Bid of such a Procurement Procedure Participant shall possess the right to differ from one hundred percent. Significance values of other criteria - except the criterion of the contract price (lot price) - that are provided for by the procurement documentation shall possess the right to be the same for the evaluation of the Procurement Procedure Participant's Bid with a Proposal for the dumping contract price (lot price);

3.8.2.3. Requirements for the composition of the Procurement Participation Bid that contains a proposal for the dumping price of the contract (lot price) may provide for the condition for the Procurement Participant to submit justification of the proposed contract price (lot price), which may include a letter of guarantee from the manufacturer with an indication of the price and the quantity of the goods supplied, the documents that confirm the fact that the Procurement Participant has the required goods, as well as other documents and calculations that support the possibility of the Procurement Participant to supply the required goods at the proposed price as part of such a Bid.

In case of implementation of the Procurement of Works (Services), the requirements to the composition of the Procurement Participation Bid that contains a proposal for a dumping price of the contract (lot price) may provide for the condition for Procurement Participants to submit a proposed settlement of the contract price (lot price) and the reasons therefore within the scope of such a Bid or to present a conclusion issued by the self-regulatory organization that confirms the ability to perform work under the price proposed within the scope of the Bid if the Performer or the Contractor must have a certificate of admission issued by the self-regulatory organization in the course of performance of work and provision of services in accordance with the applicable provisions of the current legislation of the Russian Federation.

Study, calculations, and conclusions set forth in the present subparagraph shall be submitted by:

a) the Procurement Participant who offers a dumping contract price as part of the Open

Competitive Tender Bid, Request for Quotations, Request for Proposals. In the event of failure of such Participant to comply with this requirement or subject to recognition of the proposed contract price unreasonable by the Tender Committee, the Procurement Participation Bid of such a Participant shall be rejected. The corresponding decision of the Tender Committee shall be noted in the Report compiled on the basis of the results of procurement;

b) the Procurement Participant who offers a dumping contract price and with whom a contract is concluded upon the direction of a signed draft contract for the auction, inclusive of the draft in the electronic form, to the Customer. In the event of failure of such Procurement Participant to comply with this requirement, the Participant shall be deemed to have refused from concluding the contract. If the Tender Committee declares the proposed contract price (lot price) to be unjustified, no contract shall be concluded with such a Bidder, and the right to conclude a contract shall be transferred to the Auction Bidder who offered the same contract price or Bid for the contract price (lot price) as did the Winning Bidder, which contains the second to best conditions for the contract price (lot price) following the conditions suggested by the Winning Bidder of the Auction. In such cases, the Tender Committee's decision shall be formalized in a Report, which shall be placed in the Unified Information System no later than 3 days from its signing date;

3.8.2.4. The Tender Committee shall also reject the Participant's Bid with a proposal of the dumping price of the contract (lot price) if the Committee concludes that the reduction in the contract price (lot price) has been achieved by reducing the payable amounts of taxes and fees, inclusive of taxes provided for by special tax regimes in the budget system of the Russian Federation on the basis of the analysis of the consideration, calculation, conclusion indicated in the present subparagraph and presented as the part of the Bid.

3.8.2.5. When proposals are detected whereof the cost is less than the arithmetic mean of the prices of all the submitted proposals of Procurement Participants by more than 20 pct, the Tender Committee shall possess the right to request further clarification of the order of pricing and the reasonableness of such a reduction in the price; in the absence of reasonable explanations, such submitted proposals may be rejected.

3.8.2.6. If the Winning Bidder is recognized to refuse from concluding the contract, the established requirements shall apply to the Procurement Participant with whom a contract is concluded in accordance with applicable provisions of RI-GD-148Kh in full.

3.9. In the event of Competitive Procurement Methods, negotiations between the representatives of the Customer and the experts (if involved) on the one hand and Procurement Participants shall be prohibited from the moment of declaration of the Procurement Procedure and until the determination of the Winning Bidder of the Procurement Procedure, inclusive of providing the Procurement Participants with information on the Proposals of other Procurement Participants, the progress of the Procurement Procedure, and adopted decisions with the exception of the publicly available information.

4. REGULATORY ADMINISTRATION OF PROCUREMENT

4.1. In the course of procurement of Goods, Works, and Services, the Customer shall be guided by the applicable provisions of the Constitution of the Russian Federation, the Civil Code of the Russian Federation (in case of the following types of competitive bidding: a Competitive Tender or an Auction for the right to enter into a contract³), Federal Law No. 223-FZ "On Procurement of Goods, Works, and Services by Certain Types of Legal Entities," and Federal Law No. 135-FZ "On the Protection of Competition" dated July 26, 2006 (in case

³ The Auction for the right to conclude the contract shall be an Auction for a price increase whose Winning Bidder shall be the person / entity that has offered the highest contract price. The implementation of an Auction for a price decrease is not regulated by the Civil Code of the Russian Federation.

of competitive bidding procedure, a Request for Quotations for Goods, and a Request for Proposals) as well as other federal laws and normative legal acts of the Russian Federation and RI-GD-148Kh.

4.2. Implementation of procurement procedures that are not a Competitive Tender nor an Auction for the right to enter into a contract and that are not governed by Articles 447–449 of the Civil Code of the Russian Federation. These procedures are also no public tender, and are not regulated by applicable provisions of Articles 1057-1061 of the second part of the Civil Code of the Russian Federation. Thus, the implementation of such procedures shall not impose civil obligations of the corresponding volume onto the Customer for compulsory conclusion of a contract with the Winning Bidder or any other party to such procedures.

5. PROCUREMENT METHOD SELECTION

5.1. A **Competitive Tender** can be used for the Procurement Procedure with respect to any Products subject to the absence of limitations thereon established by applicable provisions of the current legislation of the Russian Federation or local regulatory documents of the Customer provided that several criteria Procurement Procedure are important for the Customer and that the Customer does not implement the Request for Proposals.

5.2. An **Auction** can be used subject to simultaneous compliance with the following conditions:

5.2.1. The only important criterion of the Procurement Procedure for the Customer is the contract price.

5.2.2. If formulating a detailed and precise description of the subject matter of the contract is possible.

5.2.3. If the Customer does not implement a Request for Proposals.

5.3. A **Request for Proposals** shall be the priority Procurement Method if several criteria of the Procurement Procedure are important for the Customer.

5.4. A **Request for Quotations** shall be the priority Procurement Method if only one criterion of the Procurement Procedure is important for the Customer: the contract price.

5.5. **Closed Procurement Methods** shall be implemented in cases where the information that constitutes a state secret is contained in the Procurement Notice, Procurement Documentation, or the draft contract or where the Procurement Procedure is implemented in compliance with the Decision of the Government of the Russian Federation whose details do not constitute a state secret but are not subject to placement in the Unified Information System or where the Procurement Procedure is implemented according to the list and / or a group of Goods is purchased whereof the information on the Procurement Procedure is not a state secret but is not subject to placement in the Unified Information System in compliance with the Decision of the Government of the Russian Federation.

5.6. **Restricted Procurement** shall be implemented in cases where the Goods (Services, Works) can be delivered or performed only by a limited number of Suppliers (Customers, Contractors) by reason of their highly complex or specialized nature. Such Procurement Procedures shall include a preliminary qualification stage.

5.7. **Electronic Procurement** shall be held in cases of Procurement of Goods, Works, and Services specified in applicable provisions of the Decision of the Government of the Russian Federation in compliance with Part 4 of Article 3 of Federal Law No. 223-FZ as well as in cases of Procurement of other Goods, Works, and Services at the discretion of the Customer in compliance with applicable provisions of RI-GD-148Kh.

5.8. The Customer shall possess the right to use the **Procurement from a Single Supplier (Performer, Contractor)** in the following cases:

5.8.1. There is an urgent need for the Goods (Works, Services) to be purchased as a result of a documented catastrophic event, which renders the use of other types of Procurement Procedures impossible due to the absence of time required for their

implementation.

5.8.2. Additional Procurement is necessary and the change of the Supplier is not suitable in view of the need for compatibility with existing Goods, Equipment, Technology, or Services with due consideration of the effectiveness of the original Procurement Procedure in meeting the needs of the Customer and the limited scope of the proposed Procurement in comparison with the original Procurement Procedure (no more than 50 pct of the original volume in total for all the proposed additional agreements) and the unsuitability of the Goods or Services that are considered as an alternative.

5.8.3. Performance of Works on mobilization preparation in the Russian Federation.

5.8.4. Procurement of Services connected with the support of visits of delegations and representatives of foreign states (hotel services or renting of premises, transportation, operation of computer hardware, power supply, communication services, and other related expenses).

5.8.5. Conclusion of a contract on the participation in an exhibition, conference, seminar, training, retraining, internship; on the participation in another event with the Supplier, which is the event organizer or has been authorized by the event organizer.

5.8.6. Procurement of Services of the sales of tickets and season tickets to visit theaters, cultural, educational, and recreational activities, excursion tickets and excursion vouchers whereof the form has been approved according to the established procedure as a strict accounting form.

5.8.7. The emergence of the need for visits of cultural events, inclusive of the visit to theaters, cinemas, concerts, shows, museums, exhibitions, and sports events.

5.8.8. The emergence of demand for Products for the fulfillment of obligations under the contract according to which the Customer is the Supplier (Performer, Contractor) and the acquisition whereof by means of Competitive Procurement Procedures provided for the performance of obligations under the terms of such contract is impossible.

5.8.9. Termination of the contract due to non-performance or improper performance of obligations thereunder. In this case, the material terms of the new contract shall not be changed except for the term of the contract. If the Supplier has partially fulfilled its obligations under such a contract before the termination thereof, the quantity of the Goods delivered, the amount of the Works performed, and the volume of the Services rendered shall be reduced at the time of conclusion of a new contract with due consideration of the quantity of the Goods delivered, the amount of the Works performed, and the volume of the Services rendered under the previously concluded contract with the proportional reduction in the contract price.

5.8.10. Conclusions of civil contracts for the performance of Works and the provision of Services to the Customer by individuals (except for private entrepreneurs) with the use of personal labor, inclusive of attorneys and notaries.

5.8.11. The provision of aircraft leasing Services is implemented.

5.8.12. The operational delivery of aviation equipment whereunder the urgency status for meeting the needs does not exceed 72 hours.

5.8.13. Procurement of Goods, Works, and Services for the operation of the Customer in a foreign state.

5.8.14. Involvement of the Services of financial and credit institutions is implemented.

5.8.15. Purchase of advertising and information Services from airports and national tourism offices and committees as well as other industry-specific contractors or their authorized suppliers.

5.8.16. Purchase of Products from affiliated companies of the Customer.

5.8.17. Conclusion of contracts with organizations authorized by a public authority to provide specific types of Work and Services subject to the availability of supporting documents if such organizations have a limited access to the documents at the level of "for

official use only" or above.

5.8.18. Conclusion of contracts for the maintenance of Products that are the result of performance of Work or provision of Services rendered to the Customer under previously concluded contracts.

5.8.19. Conclusion of contracts if the implementation of a Competitive Procurement Method has not led to the conclusion of a contract due to absence of Bids or due to the rejection of all the Bids during the consideration of Bids or due to the refusal of all the Procurement Participants who are obligated to conclude a contract in compliance with applicable provisions of RI-GD-148Kh to sign the contract.

5.8.20. In cases of exceptional operational need dictated by the need for the implementation of strategic decisions made by the Customer, the Government of the Russian Federation, and other public bodies as well as in cases of the occurrence of the need for special Goods, Work, or Services in compliance with the list of special Goods, Work, or Services approved by the Director General of the Customer.

5.9. **Direct Single-Source Procurement** shall be implemented in the following cases:

5.9.1. Prices of Goods, Works, and Services are subject to state regulation or are established by applicable provisions of municipal legal acts or acts of state (municipal) authorities:

5.9.1.1. The deliveries of Goods, the performance of Works, and the provision of Services fall within the scope of activities of natural monopolies in compliance with applicable provisions of the Federal Law dated August 17, 1995 and registered under No. 147-FZ "On Natural Monopolies."

5.9.1.2. Purchase of services of water supply, sanitation, heating, gas (except for the sale of liquefied gas), connection to engineering and maintenance networks, as well as other services at the prices (tariffs) regulated in compliance with applicable provisions of the current legislation of the Russian Federation.

5.9.1.3. Conclusion of contracts of power supply or contracts of purchase and sale of electric energy with an electric power supplier in the event of the conclusion of contracts for the supply of electricity (power) / provision of power transmission services with a guaranteed supply company / network organization.

5.9.1.4. The emergence of demand for Work or Services whereof the performance or provision may be implemented exclusively by the executive authorities in compliance with their powers or their subordinate government agencies or state unitary enterprises whose relevant powers are established by applicable provisions of the regulatory instruments of the Russian Federation or the regulatory instruments of a constituent entity of the Russian Federation.

5.9.2. Procurement of Goods, Works, and Services in circumstances where the exclusive rights to such Goods, Works, Services or exclusive licenses thereto (inclusive of software source code) belong to one (or several) person(s) or entity (entities).

5.9.3. Procurement of services of technical maintenance, protection, and support of one or more non-residential premises that are transferred into the gratuitous use of the Customer if these services are provided to another person or persons that use the non-residential premises located in the building transferred into the gratuitous use of the Customer.

5.9.4. Procurement of services of copyright control, inclusive of the development of project and design documentation for capital construction, supervision of construction, reconstruction, overhaul of permanent facilities, and manufacture of equipment, by respective authors.

5.9.5. Payment of fees and other mandatory payments on the non-competitive basis.

5.9.6. Payment for services in compliance with the agency contracts concluded by the Customer.

5.9.7. Compensation for the costs associated with the preparation of a Competitive

Tender borne by Procurement Participants in case of implementation of a Restricted Competitive Tender for the provision of advertising and marketing services.

5.9.8. The Supplier shall provide warranty and ongoing maintenance of the Products that was previously delivered, and the obligation to sign a contract for warranty and post-warranty service is available in the current contract.

5.9.9. Purchase of Goods, Works, and Services under the Terms of the Public Offer of the Counterparty.

5.9.10. Purchase of Goods, Works, and Services on the Basis of the Option to Sign the Contract.

5.9.11. Procurement of AOG-Category (Aircraft on ground) Aircraft Parts from a Maintenance Company.

5.10. **Minor Procurement** shall be implemented if the amount of a single transaction for the acquisition of Goods, Works, and Services does not exceed five hundred thousand RF rubles, with the VAT included.

6. GENERAL PROCUREMENT PREPARATION PROCEDURE

6.1. Requirements for Goods, Works, and Services

6.1.1. For the purposes of Procurement of Goods, Works, and Services, the Customer shall determine the requirements for Goods, Works, and Services supplied (performed, rendered) in the scope of execution of the contract concluded as a result of the Procurement Procedure.

6.1.2. In the course of formation of the requirements for purchased Goods, Works, and Services, the Customer shall comply with the following requirements:

6.1.2.1. The established requirements for Goods, Works, and Services shall be clear and complete and shall ensure a clear and unambiguous representation of requirements for the quality and other indicators of Goods, Works, and Services.

6.1.2.2. The requirements of the applicable provisions of the current legislation of the Russian Federation for the types of goods for mandatory certification that are valid at the time of procurement shall be considered.

6.1.2.3. The requirements for Goods, Works, and Services shall be focused on the acquisition of high-quality Goods, Works, and Services that feature consumer characteristics and specifications that are necessary for the Customer.

6.1.2.4. The established requirements for the procurement item shall ensure presentation of Bids for the delivery of innovative goods and energy-saving technologies.

6.1.2.5. The requirement for the Procurement of petrochemical products (except for the Procurement in a Foreign State) shall include the Procurement of such Products mainly from Russian manufacturers, all other things being equal, as specified in applicable provisions of the Procurement Documentation.

6.1.2.6. The requirement for the Procurement of automotive, agricultural, road-building, municipal-engineering, transport-engineering products as well as engineering products for the food and processing industry and metal products, inclusive of large-diameter pipes, must provide for the Procurement of such Products mainly from Russian manufacturers (except for cases of the absence of manufacture of such Goods and their analogs in the Russian Federation), all other conditions being equal, as specified in applicable provisions of the Procurement Documentation.

6.1.3. In case of establishment of priority of the Goods of the Russian origin as well as Work and Services performed or rendered by Russian persons / entities as compared to the Goods of the foreign origin and Work and Services performed or rendered by foreign persons / entities with due consideration of applicable provisions of the current customs legislation of the Customs Union and the Russian Federation's international agreements by the Government

of the Russian Federation, the requirements for the Procurement Item shall take into account the corresponding decision of the Government of the Russian Federation.

6.1.4. In the course of procurement of Lots of Innovative Goods instead of the traditional ones, the Client shall annually allocate, at least, 20 percent of the annual volume of procurement of the form (type) of standard goods that may be substituted with innovative goods developed by small and medium-sized businesses and that have passed the conformity assessment in terms of safety and reliability in the structure of procurement in accordance with the Provisions of the Procedure and the Rules for Introduction of Innovative Solutions, as well as subject to compliance with the following conditions:

a) in the absence of innovative proposals in the framework of Procurement Procedures, the procurement of standard goods shall be implemented, which shall be specified in the procurement documentation;

b) the information about the plans for the formation of lots for the procurement of innovative goods instead of traditional ones shall be placed in the public domain on the Customer's website and on the federal website for support and development of small and medium enterprises in the Russian Federation.

6.1.5. In the course of Procurement whose Participants are small and medium-sized businesses only, the Customer shall provide for the following:

a) the mandatory provision of the Participants with the right to choose the Tender Security Method and the Contract Enforcement Method between an independent guarantee and a security deposit, as well as introduce additional (to the independent guarantee and security deposit) conditions for tender security and contract enforcement and allow the Procurement Participants to select the conditions for tender security and contract enforcement. The amount of the tender security shall not exceed 2 pct of the initial (ceiling) contract price (lot price). The contract enforcement amount shall not exceed 5 percent of the initial (ceiling) contract price (lot price) if the contract does not provide for an advance payment and the amount of the advance payment otherwise;

b) the mandatory refund of the tender security within 7 business days from the date of summation of the Procurement to all the Procurement Participants other than the Procurement Participant that has been awarded the first place on the basis of the Procurement Procedure;

c) the mandatory refund of the tender security to the Procurement Participant that has been awarded the first place on the basis of the Procurement Procedure within 7 business days from the date of conclusion of a contract or from the date of adoption of the decision that the contract will not be concluded as a result of the Procurement Procedure by the Customer according to the procedure specified in applicable provisions of sections 7 and 8 of RI-GD-148Kh;

d) compliance with the obligation to limit the period from the date of the summation of the Procurement and until the conclusion of a contract with the Procurement Participant: no more than 20 business days except in cases where the conclusion of a contract requires its approval by the Customer's management body in compliance with applicable provisions of the current legislation of the Russian Federation as well as in cases where actions (inaction) of the Customer in the course of implementation of the Procurement Procedure have been appealed to the antitrust authority or to the courts. In such cases, the contract shall be concluded within 20 business days from the date of entry of the decision that provides for the conclusion of the contract into force;

e) the fulfillment of the obligation to establish the maximum period of payment for the delivered Goods (performed Works, rendered Services) under a contract (an individual stage of a contract) that has been concluded as a result of the Procurement Procedure at no more than 30 calendar days from the date of fulfillment of the obligations under the contract (individual stage of the contract);

f) introduction of the possibility to ensure the assignment of claims under the

Procurement Contract for the benefit of financial institutions (factoring).

6.2. Requirements for the Legal Capacity of Procurement Participants

6.2.1. The following mandatory requirements for the legal capacity of Procurement Participants shall be established:

6.2.1.1. Compliance of the Procurement Participant with the requirements established in accordance with applicable provisions of the current legislation of the Russian Federation in respect to the persons engaged in the delivery of Goods, the performance of Work, and the provision of Services that constitute the Procurement Item⁴.

6.2.1.2. Non-implementation of liquidation of Procurement Participant that is a legal entity and the absence of an arbitrament on insolvency (bankruptcy) of the Procurement Participant (a legal entity or a private entrepreneur) and on opening of bankruptcy proceedings.

6.2.1.3. Non-suspension of activities of the Procurement Participant according to the procedure stipulated by the Code of Administrative Offenses of the Russian Federation as of the day of submission of the Procurement Participation Bid.

6.2.1.4. The absence of delinquent taxes, fees, other obligatory payments to the budget system of the Russian Federation in connection with the Procurement Participant (except the amounts in respect whereof postponing, extension, investment tax credits have been provided in accordance with the applicable provisions of the current legislation of the Russian Federation on taxes and fees, which have been restructured in accordance with the applicable provisions of the current legislation of the Russian Federation, in respect whereof a court decision on the recognition of the applicant's obligation to pay these sums as performed or deemed to be uncollectible in accordance with the applicable provisions of the current legislation of the Russian Federation on taxes and fees have entered into force) for the previous calendar year.

Procurement Participants shall be considered to conform to this requirement if they have submitted an appeal against the said arrears, debt in due order and no decision on such appeal has been reached as of the date of the Bid for participation in consideration of the Supplier (Contractor, Performer);

6.2.1.5. Indicators of financial and economic activity of the Procurement Participant shall testify to its solvency and financial stability.

6.2.1.6. The absence of information about a Procurement Participant in the Register of Unfair Suppliers as specified in applicable provisions of Article 5 of Federal Law No. 223-FZ and the Register of Unfair Suppliers as specified in applicable provisions of Article 104 of the Federal Law dated April 5, 2013 and registered under No. 44-FZ.

6.2.1.7. The Procurement Participant shall not have a conflict of interest with the employees of the Customer in compliance with applicable provisions of paragraph 6.7 hereof.

6.2.2. Additional requirements to Procurement Participants with regards to their legal capacity and qualifications shall be established in the Procurement Documentation, inclusive of the establishment of particular features of participation of small- and medium-sized businesses in the Procurement Procedure by the Government of the Russian Federation⁵.

⁴ The above shall refer to the presence of appropriate licenses, certificates, and permits issued to the Procurement Participant by self-regulatory organizations as well as the presence of a sub-license agreement with the software copyright holder etc.

⁵ The Declaration of Conformity of a Procurement Participant to the criteria for small- and medium-sized businesses shall be submitted according to the Annex to the Regulations on the Participation of Small- and Medium-Sized Businesses in the Procurement of Goods, Works, and Services by Certain Types of Legal Entities, the Annual Volume of Such Procurement and the Procedure for the Calculation of Such Volume approved by the decision of the Government of the Russian Federation dated December 11, 2014 and registered under No. 1359 ("The Form of the Declaration of Conformity of Procurement Participants to the Criteria for Classification as Small- and Medium-Sized Businesses" approved by the decision of the Government of the Russian Federation dated October 29, 2015 and registered under No. 1169 and shall come into force on January 1, 2016).

6.3. Requirements for the Procurement Notice

6.3.1. A Procurement Notice shall constitute an integral part of the Procurement Documentation. The information contained in the Procurement Notice shall correspond to the information contained in the procurement documentation.

6.3.2. The information specified in the Procurement Notice shall include without limitation the following data:

6.3.2.1. The Procurement Method.

6.3.2.2. The description, the location address, the mailing address, the email address, and the contact phone number of the Customer.

6.3.2.3. The subject matter of the contract with an indication of the quantity of delivered Goods and the volume of performed Works and rendered Services.

6.3.2.4. The location of delivery of Goods, implementation of Works, and provision of Services.

6.3.2.5. Information about the initial (ceiling) contract price (Lot price). When specified, the information about the initial (ceiling) contract price (Lot price) shall be indicated using the monetary units in kind.

6.3.2.6. The time, the place, and the manner of presentation of the Procurement Documentation; the amount, the manner, and the time of payment of a fee being collected by the Customer for the presentation of the Documentation, if such fee is set by the Customer except where Documentation is provided as an electronic document.

6.3.2.7. The upload, the date, and the time of the end of acceptance of Bids.

6.3.2.8. The location, the date, and the time of consideration of proposals of Procurement Participants and the summation of the Procurement.

6.4. Documentation Requirements for the Procurement Procedure

The information specified in the Procurement Documentation shall include without limitation the following data:

6.4.1. The requirements for quality, characteristics of the Goods, Works, or Services, their safety, functional characteristics (consumer properties) of the Goods, dimensions, packaging, shipment of the Goods, the results of the Works, and other requirements associated with the determination of conformity of the delivered Goods, performed Works, and provided Services to the needs of the Customer as established by the Customer.

When establishing the above requirements, the following shall not be permitted:

a) the combination of Goods, Works, and Services that are technologically and functionally unrelated (e.g., the Procurement of air-conditioning systems and computer equipment) into a single Procurement Item;

b) the establishment of requirements that are not specified in applicable provisions of the current legislation of the Russian Federation and that limit access to participation in the Procurement Procedure (for example, the establishment of the requirement for the availability of a Procurement Participant's license for the activities that will not be implemented in the course of performance of the contract);

c) the consolidation of a Procurement Item in order to limit the number of Procurement Participants, inclusive of the limiting through the necessity to perform Works and to provide Services on the territory of a significant number of constituent entities of the Russian Federation in a single time slot if the presence of the Procurement Participant's relevant material and labor resources in each constituent entity of the Russian Federation is necessary (e.g., for the purposes of repair and maintenance of motor vehicles in the territory of several federal districts);

d) the establishment of requirements for the Goods to be delivered, to which the Goods of only one manufacturer correspond, inclusive of a reference to the trademark, model, brand of the Goods except where it is necessary to ensure the technological compatibility of the Procurement Item to the Goods available at the Customer as well as in the case of the

Procurement of unique Goods.

6.4.2. Requirements for Content, Form, Design, and Composition of the Procurement Participation Bid.

6.4.3. Requirements for the description of the delivered Goods that constitute the Procurement Item, their functional characteristics (consumer properties), quantitative and qualitative characteristics by the Procurement Participants; requirements for the description of the performed work, provided services that constitute the Procurement Item and their quantitative and qualitative characteristics by the Procurement Participants.

6.4.4. Location, conditions, and terms (periods) of delivery of Goods (implementation of Work, provision of Services).

6.4.5. Information about the initial (ceiling) contract price (Lot price). When specified, the information about the initial (ceiling) contract price (Lot price) shall be indicated using the monetary units in kind.

6.4.6. Form, terms, and order of payment for Products, Works, and Services.

6.4.7. The procedure for the formation of the contract price (Lot price) (with or without the cost of freight, insurance, customs duties, taxes, and other obligatory payments).

6.4.8. The procedure, the place, and the date of commencement and end of submission of Procurement Participation Bids.

6.4.9. Requirements for Procurement Participants and the list of documents to be submitted by Procurement Participants in order to ensure their compliance with the specified requirements.

6.4.10. Forms, procedure, start and end date of the provision of clarification of the provisions of the Procurement Documentation to Procurement Participants.

6.4.11. The location, the date, and the time of consideration of proposals of Procurement Participants and the summation of the Procurement.

6.4.12. Procurement Participation Bid evaluation and comparison criteria.

6.4.13. The procedure for evaluation and comparison of Procurement Participation Bids.

In order to increase the transparency of the Procurement Procedure, to receive objectively high-quality results of the Procurement Procedure according to the order of evaluation and comparison of Procurement Participation Bids, the Customer shall determine the points calculation formula depending on the specific Proposals of the Procurement Participant under the terms of the contract that allows for the apportionment of points depending on the degree of preference of Proposals submitted by Procurement Participants within the scope of the Procurement Procedure.

In case of inability to use this Bid Evaluation Method, the Customer shall, where possible, establish a points scale, i.e. the number of and the justification for points assigned to a Procurement Participant, or another Bid Evaluation Method that allows determining the person / entity that has offered the best contract performance conditions as the Winning Bidder of the Procurement Procedure.

6.4.14. Requirements for Procurement Participants for provision of information on the absence / presence of Procurement Participant's affiliation with the Customer's employees and their close relatives, which must be certified by the head of the organization (refer to paragraph 6.7 hereof).

6.4.15. Requirements for the Procurement Participants to provide information in relation to the entire owner chain, inclusive of beneficiaries (inclusive of ultimate beneficiaries) and the executive bodies, if declared the Winning Bidder in the Procurement Procedure and for the purposes of subsequent conclusion of the contract; this information must contain the confirmation of relevant documents (with the exception of Procurement Participants that are public authorities or state and municipal unitary enterprises and institutions).

6.5. Requirements for the reports drawn up on the results of the Procurement Procedure

6.5.1. The information specified in the reports drawn up on the results of the Procurement Procedure shall include without limitation the following data:

6.5.1.1. The volume of purchased Goods, Works, and Services.

6.5.1.2. The price of purchased Goods, Works, and Services.

6.5.1.3. The term of the contract.

6.5.2. As a result of Procurement Procedures on an electronic platform, a Competitive List signed (approved) in compliance with the local regulations of the Customer shall be issued.

6.5.3. The Competitive List shall not be placed in the Unified Information System.

6.6. Requirements for the Tender Committee

6.6.1. In order to adopt decisions based on the results of Procedures of the Procurement of Goods, Works, and Services, PJSC "Aeroflot" shall create a Tender Committee by appointing the following officials: the Chairman of the Tender Committee, the Deputy Chairman of the Tender Committee, and the Secretary of the Tender Committee.

6.6.2. The work of the Tender Committee shall be implemented at its meetings in compliance with the procedure established by PJSC "Aeroflot."

6.6.3. When absent at a meeting of the Tender Committee, the Chairman of the Tender Committee shall be substituted by the Deputy Chairman of the Tender Committee.

6.6.4. When absent at a meeting of the Tender Committee, the Chairman of the Tender Committee and the Deputy Chairman of the Tender Committee, the former shall appoint a person to serve as the Chairman of the Tender Committee in advance.

6.6.5. The meeting of the Tender Committee shall be deemed to have a quorum if attended by at least 50 pct of the total number of its members. Decisions of the Tender Committee shall be taken by a simple majority of votes of the members present. Voting shall be done openly. When voting, each member of the Tender Committee shall have one vote. In case of equality of votes, the decision on the result of the procedures shall be adopted by the Chairman of the Tender Committee.

6.6.6. In the course of Competitive Bidding, a Request for Quotations, or a Request for Proposals, the members of the Tender Committee shall not perform actions that lead or may lead to preventing, restricting, or eliminating of competition, inclusive of the following: the coordination of activities of Procurement Participants, the creation of preferential conditions for participation in the Competitive Bidding, Request for Quotations, Request for Proposals, inclusive of through access to information, for the Participant in the Competitive Bidding, Request for Quotations, Request for Proposals or for more Participants in the Competitive Bidding, Request for Quotations, or Request for Proposals unless otherwise specified in applicable provisions of the current federal legislation; the violation of the procedure for determining the Winning Bidder(s) of the Competitive Bidding, Request for Quotations, or Request for Proposals.

6.6.7. Members of the Tender Committee shall not include individuals who are personally interested in the results of the Procurement Procedure, who are on the staff of organizations that have submitted Bids, or persons or entities that cannot be influenced by the Procurement Participants (inclusive of persons who are members or shareholders of these organizations, members of their management bodies, their creditors) or private individuals who are married to the head of the Procurement Participant or are close relatives (relatives in the direct ascending and descending line (parents and children, grandparents and grandchildren), full and half siblings (with the same father or mother)), adoptive parents or adopted children of the head of the Procurement Participant.

6.6.8. The Tender Committee shall not be held liable for the procedure for the

conclusion of contracts as a result of the Procurement Procedure.

6.6.9. In the course of implementation of selection of an audit company for the mandatory audit of accounting (financial) statements of PJSC "Aeroflot" in compliance with applicable provisions of Article 5 of the Federal Law dated December 30, 2008 and registered under No. 307-FZ

"On Auditing Activities," the Tender Committee, which is formed for the Competitive Bidding for the selection of an auditing organization (as per the RAS and IFRS standards) shall include members of the Audit Committee of the Board of Directors of PJSC "Aeroflot."

6.7. Prohibition of the Conflict of Interests in the Course of Implementation of Procurement; Prevention of Corruption and Other Abuses.

6.7.1. Individuals that approve important decisions in the course of Procurement Procedures at PJSC "Aeroflot" (hereinafter referred to as the Customer's Employees) shall have no personal or other interest in the results of the performed Procurement.

6.7.2. If PJSC "Aeroflot" involves External Experts for the purposes of an expert assessment of Procurement Documentation and Procurement Participation Bids, such persons shall be independent and shall not be Customer's Employees, inclusive of the employees who decide on the selection of the Winning Bidder.

6.7.3. Customer's Employees shall not have personal interest in the results of the ongoing Procurement Procedure and shall exclude individuals who have submitted Procurement Participation Bids or who are on the staff of the organizations that have submitted such Bids and private individuals who cannot be influenced by the Procurement Participants (inclusive of private individuals who are members (shareholders) of such organizations, members of their management bodies, and creditors of such Procurement Participants) and private individuals who are married to the head of the Procurement Participant and close relatives (relatives in the direct ascending and descending line (parents and children, grandparents and grandchildren), full and half siblings (with the same father or mother)), adoptive parents or adopted children of the head of the Procurement Participant.

6.7.4. Customer's Employees shall notify the appropriate officials of PJSC "Aeroflot" of the presence of a conflict of interest in their activities.

6.7.5. If a Customer's Employee has a conflict of interest, PJSC "Aeroflot" shall replace such an employee with another private individual that is not personally interested in the results of the Procurement Procedure and who cannot be influenced by the Procurement Participants.

6.8. Draft Contract Requirements

6.8.1. The Customer shall possess the right to provide for the following options of the draft contract to be concluded on the basis of the results of the Procurement Procedure:

6.8.1.1. Procurement Participants shall accept all the conditions of the draft contract. Valid for all the Procurement Methods listed in applicable provisions of RI-GD-148Kh.

6.8.1.2. Procurement Participants shall possess the right to compile a list of disagreements subject to the observance of all the required conditions that are expressly set forth in the documentation about the Procurement Procedure. Valid only for the Request for Proposals unless otherwise specified in the Procurement Documentation.

6.8.1.3. Procurement Participants shall possess the right to counter a draft contract subject to the observance of all the required (existing) conditions that are expressly specified in the Procurement Documentation. Valid only for the Request for Proposals unless otherwise specified in the Procurement Documentation.

6.8.2. When placed of the draft contract in the Unified Information System in compliance with applicable provisions of paragraphs 6.8.1.1 and 6.8.1.2 hereof, such a draft shall contain references to all the Bids to be filled out by the Customer at the time of conclusion of a contract as a result of the Request for Proposals.

6.8.3. In case of Procurement of Works or Services of a lasting nature, a subscription contract can be concluded.

6.8.4. In case of conclusion of a contract as a result of the Request for Proposals, the Customer shall possess the right to change the terms of the draft contract with the exception of the substantive conditions that are expressly specified in the Procurement Documentation.

The draft contract shall mandatorily specify the following:

a) a list of obligations whereof the non-performance or the improper performance shall imply the recovery of damages; the amount of penalties depending on the non-performance or the improper performance of obligations; the procedure for the recovery of a penalty,

b) the procedure and the terms of acceptance of the Goods, Works, and Services under the contract, inclusive of the procedure for the interaction between the parties to the contract.

6.9. Initial (Ceiling) Contract Price (Lot Price); Price of the Contract Concluded with a Single Supplier (Performer, Contractor)

6.9.1. The initial (ceiling) contract price (Lot price) and - in cases specified in applicable provisions of RI-GD-148Kh - the price of a contract concluded with a single Supplier (Customer, Contractor) (hereinafter for the purposes of this section referred to as "with a single Supplier") can be defined by the Customer by applying one or more of the following methods:

a) the method of comparable market prices (the market analysis);

b) the standard method;

c) the tariff method;

d) the design and estimate method;

e) the cost method;

f) any other method in case of impossibility of determining the initial (ceiling) contract price (Lot price) using the methods specified in subparagraphs a) to e) of this paragraph and subject to the justification of its application.

6.9.2. The Comparable Uncontrolled Price Method (the market analysis) refers to the establishment of the initial (ceiling) contract price (lot price) or the price of the contract with a single Supplier on the basis of information on market prices for identical Goods, Works, and Services planned for procurement or, in the event of absence thereof, for similar Goods, Works, and Services.

6.9.3. In the event of application of the method of comparable market prices (the market analysis), the information on the prices of Goods, Works, and Services shall be obtained by taking into account commercial and / or financial terms of the supply of Goods, Works, and Services (subject to availability) that are comparable to the terms of the proposed Procurement Procedure.

6.9.4. In the event of application of the method of comparable market prices (the market analysis), price conversion coefficients or price indices for Goods, Works, and Services can be used with due consideration of the differences in the characteristics of the Goods, commercial and / or the financial terms of the supply of Goods, Works, and Services.

6.9.5. In order to apply the method of comparable market prices (the market analysis), publicly available information on market prices of Goods, Work, Services as well as information on the prices of Goods, Works, and Services obtained upon request from the suppliers that supply Goods, Works, and Services that are identical to those planned for Procurement or, in the absence of similar Goods, Works, and Services, information obtained as a result of the placement of price inquiries for the Goods, Works, and Services on the official website of the Customer may be used.

6.9.6. Identical Goods, Works, and Services shall be the Goods, Works, and Services that possess the same main characteristic features. When determining the identity of the

Goods, accounting for slight differences in the appearance of such Goods is not necessary. When determining the identity of Works and Services, characteristics of the Customer and the Contractor as well as their business reputation in the market shall be considered.

6.9.7. Similar Goods shall be the Goods that, while not being identical, possess similar characteristics and consist of similar components, which allows them to perform the same function and / or be commercially interchangeable. When determining the degree of similarity of the Goods, their quality, market reputation, and the state of origin shall be taken into account.

6.9.8. Commercial and / or the financial terms of the supply of Goods, performance of Works, and provision of Services shall be deemed to be comparable if the difference between these terms do not have a significant impact on the relevant results or if these differences can be accounted for by applying relevant adjustment of such terms.

6.9.9. Determination of the identity and the similarity of Goods, Works, and Services, the comparability of the commercial and / or financial terms of the supply of Goods, performance of Works, and provision of Services shall be implemented by the Customer on their own on the basis of the main characteristics of the Goods, Works, and Services or on the basis of guidelines approved by the Customer (if any).

6.9.10. The standard method shall involve the calculation of the initial (ceiling) contract price (Lot price), the price of a contract to be concluded with a single Supplier based on the maximum prices of Goods, Works, and Services, which are determined in compliance with applicable provisions of the current legislation of the Russian Federation, the regulatory legal acts of the Russian Federation, municipal regulations, acts and documents of the federal executive bodies, their subordinate state (municipal) institutions, and government (municipal) unitary enterprises.

6.9.11. The tariff method shall be used if the price of purchased Goods, Works, and Services are subject to state regulation or set by municipal regulations in compliance with applicable provisions of the current legislation of the Russian Federation. In this case, the initial (ceiling) contract price (Lot price), the price of a contract to be concluded with a single Supplier shall be determined on the basis of regulated prices (tariffs) for Goods, Works, and Services.

6.9.12. The design and estimate method shall be used to determine the initial (ceiling) contract price (Lot price), the price of a contract to be concluded with a single Supplier for construction, reconstruction, repair, and overhaul of permanent facilities on the basis of design documentation, its sections (if available) as well as for other types of construction work, design and engineering activities in compliance with procedures and regulations (state estimate elemental rules) for construction and special construction work approved in compliance with the competence of the federal executive authority that develops the public policy and performs the legal regulation in the area of construction or the executive authority of the constituent entity of the Russian Federation.

6.9.13. The cost method shall be used to determine the initial (ceiling) contract price (Lot price), the price of a contract to be concluded with a single Supplier as the amount of costs borne and the usual income for a particular area of activity. In this case, the usual direct and indirect costs of Products or acquisition and / or sale of Goods, Works, and Services as well as transportation, storage, insurance and other costs shall be taken into account.

6.9.14. Information about usual profits for certain areas of activity can be obtained on the basis of publicly available information sources, inclusive of data of information and pricing agencies, and publicly available market research results as well as the results of market research conducted on the initiative of the Customer.

6.9.15. When determining the initial (ceiling) contract price (Lot price), the price of a contract to be concluded with a single Supplier, both the methods listed in this section and other methods may be used.

6.9.16. When using any of the methods for determining the initial (ceiling) contract price (Lot price) or the price of a contract to be concluded with a single Supplier, such price shall be calculated by the Customer on its own or on the basis of guidelines approved by the Customer or on the basis of the methods described in the Order of the Ministry of Economic Development of the Russian Federation dated October 2, 2013 and registered under No. 567 "On the Approval of Recommendations for the Use of the Methods for Determining the Initial (Ceiling) Contract Price and the Price of a Contract to Be Concluded with a Single Supplier."

6.9.17. Publicly available information on the prices of Goods, Works, and Services that can be used for the purposes of determination of the initial (ceiling) contract price (Lot price) or the price of a contract to be concluded with a single Supplier shall include the following:

a) information on the prices of Goods, Works, and Services contained in applicable provisions of the contracts of the Customer that have been performed and whereunder no penalties (fines) for non-performance or the improper performance of contractual obligations have been charged;

b) information on the prices of Goods, Works, and Services contained in advertisements, catalogs, descriptions of Goods and other offers that are directed at an indefinite number of persons and that are recognized as the public offer in compliance with the current civil law;

c) information on quotations on the Russian and foreign stock exchange markets;

d) information about the quotations on electronic platforms;

e) the state statistical reporting data on the prices of Goods, Works, and Services;

f) information on the prices of Goods, Works, and Services contained in official information sources of the authorized state bodies and municipal authorities in compliance with applicable provisions of the current legislation of the Russian Federation, the current legislation of constituent entities the Russian Federation, municipal normative legal acts as well as in official information sources of foreign states, international organizations, or in other public publications;

g) information about the market costs of objects of assessment determined in compliance with applicable provisions of the current legislation that governs the assessment activities in the Russian Federation or the current legislation of foreign states;

i) data of information and pricing agencies, publicly available results of the market research as well as the results of market research conducted on the initiative of the Customer, inclusive of the research conducted on the basis of a contract, as well as other sources of information.

6.9.18. If the volumes of delivery of Goods, implementation of Works, and provision of Services cannot be determined at the time of conclusion of the contract, the unit price (the sum of the prices of units of Goods), the unit price of Works or Service (the sum of the prices of units of Works or Service) shall be indicated instead of the initial (ceiling) contract price (Lot price) or the price of a contract to be concluded with a single Supplier.

6.9.19. The initial (ceiling) contract price and the price of a contract concluded with a single Supplier may be specified with the value added tax (hereinafter referred to as the VAT) either included or excluded.

6.9.20. The initial (ceiling) contract price (lot price) and the price of a contract concluded with a single Supplier may be expressed in a foreign currency.

In this case, the procurement documentation (information), the draft contract, or the contract with a single Supplier shall contain the procedure for the application of the official exchange rate of the foreign currency to the RF ruble as set by the Central Bank of the Russian Federation and used in the course of assessment of the Bid of the Procurement Participant and the payment under the concluded contract.

7. COMPETITIVE TENDER PROCEDURE

7.1. The General Competitive Tender Procedure

7.1.1. For the purposes of the Procurement of Goods, Works, and Services by means of a Competitive Tender, it is necessary to:

7.1.1.1. Develop a Notice of an Open Auction, the Auction Documentation (Procurement Documentation), and a draft contract and upload them in the Unified Information System.

7.1.1.2. Provide the necessary clarification in case of receipt of a request for clarification of the Competitive Tender Documentation from a Bidder.

7.1.1.3. Make changes in the Notice of an Auction and the Auction Documentation (if necessary);

7.1.1.4. Accept all the Competitive Bids submitted in time and according to the procedure established in applicable provisions of the Open Competitive Tender Documentation.

7.1.1.5. Implement a public opening of envelopes with Competitive Bids.

7.1.1.6. Consider, evaluate, and compare Competitive Bids in order to determine the Winning Bidder.

7.1.1.7. Place reports compiled on the basis of the results of the meetings of the Tender Committee in the Unified Information System.

7.1.1.8. Enter into a contract as a result of the Procurement Procedure.

7.2. Notice of an Open Competitive Tender

7.2.1. The Customer shall upload the Notice of a Competitive Tender in the Unified Information System not less than twenty days prior to the closing date for the submission of Competitive Bids.

7.2.2. A Notice of a Competitive Tender shall indicate the following information:

7.2.2.1. The information provided in compliance with paragraph 6.3.2 hereof.

7.2.2.2. The deadline for the cancelation of the Competitive Tender.

7.2.3. At any time before the deadline for the submission of Competitive Bids, the Customer shall possess the right to amend the Notice of a Competitive Tender at its own initiative or in response to an Applicant's request. Within three days from the date of adoption of the decision on the need to change the Notice of an Open Competitive Tender, the Customer shall upload such changes in the Unified Information System.

If changes to the Notice of a Competitive Tender are made later than fifteen days before the deadline for the submission of Competitive Bids for the right to participate in the Procurement Procedure, the deadline for the submission of Competitive Bids for the right to participate in the Procurement Procedure shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Competitive Bids for the right to participate in the Procurement Procedure is fifteen days or more.

7.3. Tender Documentation

7.3.1. The Customer shall upload Competitive Tender Documentation in the Unified Information System simultaneously with the placement of the Notice of a Competitive Tender.

The information contained in the Competitive Tender Documentation shall comply with the data specified in the Notice of an Open Competitive Tender.

7.3.2. The Competitive Tender Documentation shall contain information in compliance with paragraph 6.4 hereof as well as the following information:

7.3.2.1. Requirements for the term and / or the volume of provision of the warranty of quality of Goods, Works, and Services, the maintenance of the Goods, and the costs of the operation of the Goods (if necessary).

7.3.2.2. Information about the currency that is used for contract pricing and settlements with Suppliers (Contractors).

7.3.2.3. The procedure for the application of the official exchange rate of the foreign currency to the RF ruble as set by the Central Bank of the Russian Federation and used in the course of assessment of the Competitive Bids of the Procurement Participant and the payment under the concluded contract (if a foreign currency is used).

7.3.2.4. Information about the ability of the Customer to increase the number of Goods to be delivered at the time of conclusion of the contract (if necessary).

7.3.2.5. Information about the ability of the Customer to change the contractual quantity of the Goods, volume of Works and Services and the percentage of such a change (if necessary).

7.3.2.6. Information about the ability of the Customer to conclude a contract with several Procurement Participants (if necessary).

7.3.2.7. The Procedure and the deadline for the withdrawal of Competitive Bids; the procedure for amending such Competitive Bids.

7.3.2.8. The amount of the security for the performance of contractual obligations; the terms of and the procedure for provision thereof (if necessary);

7.3.2.9. The term of validity of the Competitive Bid.

7.3.2.10. The term of validity of the Competitive Bid security (if required).

7.3.2.11. The deadline for the conclusion of a contract with the Winning Bidder and other Procurement Participants (if necessary).

7.3.2.12. Consequences of the recognition of a Competitive Tender as invalid.

7.3.2.13. The dates and the time of the beginning and the end of the acceptance of Competitive Bids.

7.3.2.14. The upload, the date, and the time of opening of envelopes with Competitive Bids.

7.3.2.15. The amount of the Competitive Bid security (inclusive of the deposit), the deadline and the procedure for the contribution of the Competitive Bid security and banking details (if necessary).

7.3.2.16. Other information and requirements depending on the Procurement Item (if necessary).

7.3.3. The Notice of a Competitive Tender and Competitive Tender Documentation shall be accompanied by a draft contract to be concluded as a result of the procurement, which shall constitute an integral part of the Notice and the tender documentation (if a tender for several lots is implemented, the tender documentation may contain a single draft contract that contains the general conditions for all the lots and special conditions for each lot individually as attachments).

7.3.4. The Customer shall not provide Competitive Tender Documentation upon an Applicant's request. The Competitive Tender Documentation shall be freely available in the Unified Information System and accessible at any time from the date of posting.

7.3.5. At any time before the deadline for the submission of Competitive Bids, the Customer shall possess the right to amend the Competitive Tender Documentation at its own initiative or in response to an Applicant's request. Within three days from the date of adoption of the decision on the need to change the Competitive Tender Documentation, the Customer shall upload such changes in the Unified Information System.

7.3.5.1. If changes to the Competitive Tender Documentation are made later than fifteen days before the deadline for the submission of Competitive Bids for the right to participate in the Procurement Procedure, the deadline for the submission of Competitive Bids for the right to participate in the Procurement Procedure shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Competitive Bids for the right to participate in the Procurement Procedure is fifteen days or more.

7.3.5.2. Any Applicant shall possess the right to send a request for clarification of the

Competitive Tender Documentation to the Customer in writing or in the electronic form no later than five business days before the closing date for the submission of Competitive Bids. The Customer shall send an email with the clarification of the provisions of the Competitive Tender Documentation to the applicant who has submitted the request within three days of the request for clarification of the provisions of the Competitive Tender Documentation and shall upload a copy of such clarification (without specifying the name or the address of the Applicant from which the request for clarification was received) in Unified Information System.

7.4. Cancellation of the Competitive Tender

7.4.1. The Customer shall possess the right to decide to cancel a Competitive Tender within the time specified in the Notice of a Competitive Tender.

7.4.2. In the event of adoption of a decision to cancel the Competitive Tender, the Customer shall distribute information about the cancellation of the Competitive Tender in the Unified Information System during the day following the date of such decision and shall send an email notification to all the Procurement Participants that have submitted their Competitive Bids to the Customer within three days. The Customer shall assume no obligation nor liability in the event of failure of Applicants and Procurement Participants to familiarize themselves with the Notice of the Cancellation of the Competitive Tender.

7.4.3. If the decision to cancel the Competitive Tender is made before opening of the envelopes with Competitive Bids, the Competitive Bids that were received before the adoption of the corresponding decision to cancel the Competitive Tender shall be not opened and shall be returned to the Procurement Participants that have submitted them upon their written request.

7.5. Requirements for Competitive Bids

7.5.1. In order to participate in the Competitive Tender, the Bidder shall prepare a Competitive Bid in full compliance with the requirements of the Open Competitive Tender Documentation.

7.5.2. The Competitive Bid shall compulsorily contain the following information:

7.5.2.1. For legal entities:

a) the completed form of a Competitive Bid in compliance with the requirements of the Competitive Tender Documentation (the original copy);

b) a legal entity questionnaire according to the form prescribed in the Competitive Tender Documentation (the original copy);

c) copies of constituent documents with the attachment of existing amendments (notarized copies);

d) an extract from the Unified State Register of Legal Entities (the original copy) or a notarized copy of such an extract obtained no earlier than 6 months before the date of placement of the Notice of a Competitive Tender in the Unified Information System;

e) the decision on the approval or the implementation of a major transaction (the original copy) or a copy of such a decision if the requirement for the need for such a decision to perform a major transaction is established in applicable provisions of the current legislation of the Russian Federation or the constituent documents of the legal entity and if the supply of Goods, the performance of Work, or the provision of Services that is the subject matter of the contract or the introduction of a deposit as a Competitive Bid security or contract enforcement is a major transaction for the Procurement Participant;

f) a certificate that confirms the absence of the Procurement Participant's delinquent taxes, fees, debts under other obligatory payments to the budgets of the budgetary system of the Russian Federation, which must be issued by the relevant unit of the Federal Tax Service no earlier than 20 days before the deadline for the acceptance of Competitive Bids (the original copy or a notarized copy);

g) documents that certify the provision of a corporate warranty of the manufacturer of

the Goods (original copies or photocopies);

h) a document that confirms the authority of the person to act on behalf of the Procurement Participant that is a legal entity (a copy of the decision on the appointment or the election or the order appointing the individual to the position which entitles the individual to act on behalf of the Procurement Participant without a power of attorney (hereinafter referred to as "the head"). If another person acts on behalf of the Procurement Participant, the Competitive Bid shall also contain a power of attorney to act on behalf of the Procurement Participant which must bear the round seal of the Procurement Participant (for legal entities) and signed by the head of the Procurement Participant or the person authorized thereto by the head of the Procurement Participant or a notarized copy of such a power of attorney. If the said power of attorney is signed by the person authorized by the head of the Procurement Participant, the Competitive Bid shall also contain a document that confirms the authority of such person;

j) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Work, Services, and other proposals for the contract performance terms, inclusive of a proposal for a contract price or a unit price of the Goods, the Work, or the Services. In cases stipulated by the Competitive Tender Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Competitive Bid if the current legislation of the Russian Federation establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

k) a document that confirms the deposit by the Procurement Participant (the original copy, if necessary);

l) a copy of the balance sheet, the report on financial results, and all annexes thereto for the last reporting period with the mark placed by the tax authority regarding the acceptance thereof or with a copy of the notice of receipt of the electronic document by the tax authority in the event of transmission of financial statements in the electronic form;

m) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Competitive Bid;

n) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the head of the organization (see paragraph 6.7 hereof);

o) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

p) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Competitive Tender Documentation and which confirm the compliance of Competitive Bids and the Procurement Participant with the requirements specified in applicable provisions of the Competitive Tender Documentation;

q) if the Competitive Tender refers to the procurement of the rights to use the software, the documents that confirm the presence of the Procurement Participant's rights to the software (inclusive of but not limited to the license / sub-license contract with the legal owner of the rights to the software) shall be attached to the Competitive Bid.

7.5.2.2. For private entrepreneurs:

a) the completed form of a Competitive Bid in compliance with the requirements of the Competitive Tender Documentation (the original copy);

b) the surname, the first name, the middle name, the passport data, information on the place of residence, and the contact telephone number;

c) an extract from the Unified State Register of Private Entrepreneurs (the original copy) or a notarized copy of such an extract obtained no earlier than 6 months before the date of placement of the Notice of a Competitive Tender in the Unified Information System;

d) a certificate that confirms the absence of the Procurement Participant's delinquent taxes, fees, debts under other obligatory payments to the budgets of the budgetary system of the Russian Federation, which must be issued by the relevant unit of the Federal Tax Service no earlier than 20 days before the deadline for the acceptance of Competitive Bids (the original copy or a notarized copy);

e) documents that certify the provision of a corporate warranty of the manufacturer of the Goods (original copies or photocopies);

f) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Works, Services, and other proposals for the contract performance terms, inclusive of a proposal for a contract price or a unit price of the Goods, the Work, or the Services. In cases stipulated by the Open Competitive Tender Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Competitive Bid if the current legislation of the Russian Federation establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

g) a document that confirms the deposit by the Procurement Participant (the original copy, if necessary);

h) copies of tax returns for the last reporting period with a mark placed by the tax authority regarding the acceptance thereof or a copy of the notice of receipt of the electronic document by the tax authority in the event of transmission of tax returns in the electronic form;

i) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Competitive Bid;

j) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the private entrepreneur (see paragraph 6.7 hereof);

k) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

l) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Competitive Tender Documentation and which confirm the compliance of Competitive Bids and the Procurement Participant with the requirements specified in applicable provisions of the Competitive Tender Documentation;

m) if the Competitive Tender refers to the procurement of the rights to use the software, the documents that confirm the presence of the Procurement Participant's rights to the software (inclusive of but not limited to the license / sub-license contract with the legal owner of the rights to the software) shall be attached to the Competitive Bid.

7.5.2.3. For private individuals:

a) the completed form of a Competitive Bid in compliance with the requirements of the Competitive Tender Documentation (the original copy);

b) the surname, the first name, the middle name, the passport data, information on the place of residence, and the contact telephone number;

c) documents that certify the provision of a corporate warranty of the manufacturer of the Goods (original copies or photocopies);

d) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Works, Services, and other proposals for the contract performance terms, inclusive of a proposal for a contract price or a unit price of the Goods, the Works, or the Services. In cases stipulated by the Competitive Tender Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Competitive Bid if the current legislation of the Russian Federation

establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

e) copies of tax returns for the last reporting period with a mark placed by the tax authority regarding the acceptance thereof or a copy of the notice of receipt of the electronic document by the tax authority in the event of transmission of tax returns in the electronic form;

f) a document that confirms the deposit by the Procurement Participant (the original copy, if necessary);

g) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Competitive Bid;

h) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the Procurement Participant (see paragraph 6.7 hereof);

i) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

j) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Competitive Tender Documentation and which confirm the compliance of Competitive Bids and the Procurement Participant with the requirements specified in applicable provisions of the Competitive Tender Documentation;

k) if the Competitive Tender refers to the procurement of the rights to use the software, the documents that confirm the presence of the Procurement Participant's rights to the software (inclusive of but not limited to the license / sub-license contract with the legal owner of the rights to the software) shall be attached to the Competitive Bid.

7.5.2.4. For groups of persons (several persons) that act on behalf of one Procurement Participant:

a) a document that confirms the association of persons who act on behalf of one Procurement Participant as a group (the original copy or a notarized copy) and the right of any particular Procurement Participant to participate in the Competitive Tender on behalf of the group of persons, inclusive of the right to submit a Competitive Bid, to deposit the Competitive Bid security or contract enforcement, to sign reports and the contract;

b) documents and information of the Procurement Participant who has been tasked to submit a Competitive Bid on behalf of a group of persons in compliance with applicable provisions of paragraph 7.5.2.1 or paragraph 7.5.2.2, 7.5.2.3 hereof.

7.5.3. Other requirements for the Competitive Bid shall be established by applicable provisions of the Competitive Tender Documentation depending on the Procurement Item.

7.6. The Deposit as a Competitive Bid Security⁶

7.6.1. The performance of obligations of a Procurement Participant in connection with the submission of a Competitive Bid can be ensured by the payment of a deposit as a Competitive Bid security to the bank account specified in the Competitive Tender Documentation. The amount of the Competitive Bid security shall not exceed 10 pct of the initial (ceiling) contract price (Lot price) if the initial (ceiling) contract price (Lot price) is specified in the Notice of a Competitive Tender.

7.6.2. Also, the Customer can provide for a different method for the Competitive Bid security in applicable provisions of the Procurement Documentation: an independent guarantee or a security payment.

⁶ In the applicable provisions of RI-GD-148Kh, the Competitive Bid security is indicated in compliance with applicable provisions of Part 4 of Article 448 of the Civil Code of the Russian Federation. PJSC "Aeroflot" may provide another form of security for the obligations related to the submission of Competitive Bids. Refer to the Auction Procedure for details.

7.6.3. Obligations of a Procurement Participant associated with the submission of a Competitive Bid shall include the following:

a) the obligation to conclude a contract under the terms specified in the draft contract, which constitutes an integral part of the Competitive Tender Documentation and the Notice of a Competitive Tender, and the Competitive Bid as well as the obligation to provide the Customer with a contract enforcement if such an obligation is established by applicable provisions of the Competitive Tender Documentation;

b) the obligation not to change and / or not to withdraw the Competitive Bid after the expiry of the deadline for submission of Competitive Bids;

c) the obligation not to provide false information, data, and documents as part of the Competitive Bid;

d) the obligation to provide the information in respect of the entire chain of owners, inclusive of beneficiaries (inclusive of ultimate beneficiaries), and the composition of the executive bodies within one week from the date of placement of the protocol that defines the rights of Procurement Participants to enter into a contract with the Customer in the Unified Information System; such information shall be confirmed by means of the relevant documents in the form of Annex No. 3 to RI-GD-148Kh (with the exception of Procurement Participants that are public authorities and state and municipal institutions, and unitary enterprises).

e) the consent to the processing of personal data for cases specified in applicable provisions of paragraphs 7.5.2.2 and 7.5.2.3 hereof unless otherwise specified in applicable provisions of the current legislation of the Russian Federation.

7.6.4. The Customer shall hold the amount of the Competitive Bid security in cases of failure of the Procurement Participant to comply with its obligations under applicable provisions of paragraph 7.6.3 hereof.

7.6.5. The Competitive Bid security (a deposit, a security payment) shall be returned:

7.6.5.1. To the Procurement Participants who have deposited the Competitive Bid security: within seven business days from the date of approval of the decision to cancel the Open Competitive Tender.

7.6.5.2. To the Procurement Participants who have submitted the Competitive Bid received after the deadline for receipt of Competitive Bids: within seven business days of receipt of such a Competitive Bid.

7.6.5.3. To the Procurement Participants who have submitted a Competitive Bid and have withdrawn the Competitive Bid before the deadline for the submission of Competitive Bids: within seven business days of the date of receipt of the notification of withdrawal of the Competitive Bid by the Customer.

7.6.5.4. To the Procurement Participants who have submitted the only Competitive Bid that complies with all the requirements and conditions stipulated in applicable provisions of the Competitive Tender Documentation: within seven business days from the date of conclusion of the contract with the corresponding Procurement Participant.

7.6.5.5. To the Procurement Participants who have submitted a Competitive Bid and have not been allowed to participate in the Competitive Tender according to the results of the qualification stage except for the cases when the refusal of admission has resulted from willful misrepresentation, deliberate distortion of information or documents that constitute the part of the Competitive Bid, the absence of consent to the processing of personal data in cases referred to in applicable provisions of paragraphs 7.5.2.2 and 7.5.2.3 hereof unless otherwise provided by the current legislation of the Russian Federation: within seven business days from the date of signing of the report on the results of the Competitive Tender.

7.6.5.6. To the Procurement Participant that has been recognized to be the only Bidder based on the results of the qualification stage: within seven business days from the date of conclusion of a contract with the corresponding Procurement Participant.

7.6.5.7. To the Bidder who has participated in the Competitive Tender but has not

become the Winning Bidder with the exception of the Bidder whose Competitive Bid was assigned the second place: within seven business days from the date of signing of the report on the results of the Competitive Tender.

7.6.5.8. The Bidder whose Competitive Bid was assigned the second place: within seven business days from the date of conclusion of a contract with the Winning Bidder or with the corresponding Bidder.

7.6.5.9. To the Winning Bidder: within seven business days from the date of conclusion of a contract with the Winning Bidder unless the Competitive Tender Documentation provides for the security for a contract execution.

If the Competitive Tender Documentation provides for the security for a contract execution, the Competitive Bid security shall be returned to the Winning Bidder within seven business days from the date of conclusion of a contract and the security for the contract execution. If the Competitive Tender Documentation provides for the security for the contract execution, the security shall be included in the amount of the contract execution (partly or fully depending on the amount of the security for the contract execution).

7.7. The Competitive Bid Acceptance Procedure

7.7.1. From the date of the placement of a Notice in the Unified Information System and until the deadline for the submission of Competitive Bids as specified in the Notice of a Competitive Tender, the Customer shall receive Competitive Bids.

7.7.2. To participate in the Competitive Tender, Bidders shall submit their Competitive Bids in a sealed envelope using the form and according to the procedure established by applicable provisions of the Competitive Tender Documentation. Every Bidder shall possess the right to submit only one Competitive Bid in respect of each Procurement Item (Lot).

7.7.3. All the Competitive Bids that are received prior to the expiration of the deadline for the submission of Competitive Bids shall be registered by the Customer. At the request of the Procurement Participant, the Customer shall issue a written acknowledgement of receipt of the envelope with the Competitive Bid with an indication of the date and the time of receipt.

7.7.4. The receipt of an improperly sealed Competitive Bid shall be correspondingly noted on the receipt.

7.7.5. The Customer shall ensure the confidentiality of the information contained in the submitted Competitive Bids until the summation of the Competitive Tender and for one year from the date of the summation of the Competitive Tender unless otherwise determined by applicable provisions of the local regulatory documents of the Customer.

7.7.6. Procurement Participants shall possess the right to modify or to withdraw a previously submitted Competitive Bid according to the procedure established in applicable provisions of the Competitive Tender Documentation. Modification and / or withdrawal of Competitive Bids after the deadline for the submission of Competitive Bids established by the Competitive Tender Documentation shall not be permitted.

7.7.7. If the Customer extends the deadline for the submission of Competitive Bids, the Procurement Participant who has already submitted a Competitive Bid shall possess the right to adopt any of the following decisions:

7.7.7.1. To withdraw the submitted Competitive Bid.

7.7.7.2. Not to withdraw the submitted Competitive Bid but extend its validity term and the term of the Competitive Bid security for the relevant time period and change it (if desired).

7.7.7.3. Not to withdraw the submitted Competitive Bid and not to change its validity term; in this case, the Competitive Bid shall be void upon the expiration of its original validity term.

7.7.8. If the Customer has only received one Competitive Bid at the end of the deadline for the submission of Competitive Bids established by applicable provisions of the

Competitive Tender Documentation, the Competitive Tender shall be declared invalid.

7.7.9. If the Competitive Tender Documentation provides for two or more Lots, the Competitive Tender shall be declared invalid only in respect of the Lots whereunder only one Competitive Bid has been submitted.

7.7.10. If the Customer has only received one Competitive Bid at the end of the deadline for the submission of Competitive Bids established in applicable provisions of the Competitive Tender Documentation, the Tender Committee shall open the envelope with the Competitive Bid and shall consider it according to the procedure established in applicable provisions of RI-GD-148Kh despite the fact that the Competitive Tender has been declared invalid. If the considered Competitive Bid and the Procurement Participant who has filed such a request comply with the requirements and the conditions stipulated by the Competitive Tender Documentation, the Customer shall possess the right to conclude a contract with such a Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

7.7.11. If no Competitive Bids have been submitted at the end of the deadline for the submission of Competitive Bids, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

7.7.12. Competitive Bids received by the Customer after the deadline for the submission of Competitive Bids established by the Competitive Tender Documentation shall not be considered and shall be forwarded to the Procurement Participants who have submitted such Competitive Bids within three days of receipt of Competitive Bids without disturbing the integrity of the envelope in which such Competitive Bids were submitted. Late Competitive Bids shall be opened only if the envelope does not specify the mailing address (for legal entities) or information about the place of residence (for private individuals) of the Procurement Participant.

7.8. Opening of Envelopes with Competitive Tender Bids

7.8.1. The Tender Committee shall publicly open the envelopes with Competitive Bids on the day, at the time, and at the location specified in applicable provisions of the Competitive Tender Documentation.

7.8.2. The Tender Committee shall open the envelopes with Competitive Bids that were received by the Customer within the term specified in applicable provisions of the Competitive Tender Documentation.

7.8.3. If the fact of submission of two or more Competitive Bids for the same Lot by one Procurement Participant is detected provided that the Competitive Bids that were previously submitted by the same Procurement Participant have not been withdrawn, all the Competitive Bids of such a Procurement Participant that have been submitted in respect of the same Lot shall not be considered and shall be returned to such Procurement Participant.

7.8.4. Procurement Participants who have submitted Competitive Bids, or their representatives, shall possess the right to be present at the opening of envelopes with Competitive Bids.

7.8.5. During the opening of the envelopes with Competitive Bids, the Chairman or substituting member of the Tender Committee shall announce the following information on the basis of the documents submitted in the scope of Competitive Bids:

7.8.5.1. The contents of the envelope (the Competitive Bid, its modification, withdrawal etc.).

7.8.5.2. The name (for legal entities) or the surname, the name, and the patronymic (for private individuals) and the mailing address of each Procurement Participant whose envelope with a Competitive Bid is opened.

7.8.5.3. Availability of documents stipulated by applicable provisions of the Competitive Tender Documentation.

7.8.5.4. Any other information that the Tender Committee deems necessary to

announce.

7.8.6. Representatives of Procurement Participants may be entitled to provide an information message on the essence of their Competitive Bids and to respond to the questions from the members of the Tender Committee.

7.8.7. Competitive Bids that are not opened and announced in the manner described above shall not be taken for consideration within the scope of the current Procurement Procedure in the future under any circumstances.

7.8.8. As a result of the procedure of opening envelopes with Competitive Bids, the Tender Committee shall issue a corresponding report, which shall contain the information announced in compliance with applicable provisions of paragraph 7.8.5 hereof as well as:

7.8.8.1. The name-based composition of the members of the Tender Committee who are present at the opening of envelopes.

7.8.8.2. The total number of received Competitive Bids.

7.8.8.3. The list of late Competitive Bids.

7.8.9. If only one Competitive Bid has been submitted at the end of the deadline for the submission of Competitive Bids, the specified report shall contain information on the recognition of the Competitive Tender as invalid.

7.8.10. The report of opening of envelopes with Competitive Bids shall be signed by all the members of the Tender Committee who are present at the meeting within three business days after the procedure of the opening of envelopes with Competitive Bids.

7.8.11. The Customer shall upload this report into the Unified Information System within three days from the date of signing.

7.9. Evaluation and Comparison of Competitive Bids

7.9.1. For the purposes of evaluation and comparison of Competitive Bids, the Tender Committee may involve experts and specialists from the departments of the Customer as well as, without limitation, any other person whom the Committee deems necessary. A written expert opinion based on evaluation results shall be submitted to the Tender Committee to adopt a decision on determining the Winning Bidder. The Tender Committee shall possess the right to disagree with the conclusions and the recommendations contained in the expert opinion, resubmit Competitive Bids for re-evaluation and re-comparison, invite other experts and specialists, or make an independent decision. The persons involved in the evaluation and the comparison of Competitive Bids, inclusive of the members of the Tender Committee, shall ensure the confidentiality of the evaluation process.

7.9.2. Evaluation and comparison of Competitive Bids shall be implemented in the following order:

7.9.2.1. The qualification stage.

7.9.2.2. The evaluation stage.

7.9.3. **The Qualification Stage.** Within the scope of the qualification stage, the following actions shall be sequentially performed:

7.9.3.1. Requesting Procurement Participants to clarify the provisions of Competitive Bids and to submit missing documents (if necessary). Nevertheless, requests or requirements to submit the missing documents that are aimed at changing the existing Competitive Bids, inclusive of changes in the commercial conditions (price, currency, terms and conditions of delivery, or delivery or payment schedule, and other commercial terms) or technical specifications of the Competitive Bid (the list of proposed goods, their specifications, and other technical conditions), shall not be permitted. Requests for amendment or provision of absent security shall not be permitted.

7.9.3.2. Correction of arithmetic, grammar, and other obvious errors that are identified during the review of Competitive Bids with the obligatory notification of any such correction by the Procurement Participant that has submitted the appropriate Competitive Bid and receipt of the Procurement Participant's consent in writing.

7.9.3.3. Validation of Procurement Participants in terms of compliance with the requirements of the Customer and validation of their Competitive Bids in terms of compliance with the requirements of the Competitive Tender Documentation for the registration of Competitive Bids; in this case, the Competitive Bids shall be considered to comply with the requirements of the Competitive Tender Documentation even if they contain insignificant discrepancies in terms of form or arithmetic and grammar errors that have been corrected and whose correction has been agreed upon with the Procurement Participant that has submitted the Competitive Bid in question.

7.9.3.4. Checking the Procurement Participant, inclusive of its legal capacity, reliability of information and documents submitted to the Competitive Tender, the absence of the Procurement Participant in the Register of Unfair Suppliers, the absence of overdue accounts receivable and / or outstanding obligations to the Customer under previously concluded contracts (inclusive of the structures affiliated with the Procurement Participant).

7.9.3.5. Checking the offered Goods, Works, and Services for compliance with the requirements of the Competitive Tender Documentation.

7.9.3.6. Rejection of Competitive Bids which, according to the members of the Tender Committee, do not comply with the requirements of the Competitive Tender on the merits, and adoption of the decision to deny the Procurement Participants who have submitted such Competitive Bids the participation in the Competitive Tender.

7.9.4. Procurement Participants shall be denied recognition as a Bidder and their Competitive Bids shall not be admitted to the evaluation stage in the following cases:

7.9.4.1. Failure to submit the original copies and copies of documents as well as other data required by applicable provisions of the Competitive Tender Documentation.

7.9.4.2. Non-compliance of the Procurement Participant with the requirements for Procurement Participants established by applicable provisions of the Competitive Tender Documentation.

7.9.4.3. Non-compliance of the Competitive Bid with the requirements for Competitive Bids established by applicable provisions of the Competitive Tender Documentation, inclusive of failure to submit a document that confirms the payment of the deposit as a Competitive Bid security.

7.9.4.4. Non-compliance of the offered Goods, Works, and Services with the requirements of the Competitive Tender Documentation.

7.9.4.5. Failure to submit the deposit (if necessary) as a Competitive Bid security;

7.9.4.6. Failure to submit clarification of the Competitive Bid at the request of the Tender Committee.

7.9.4.7. Provision of false information as a part of the Competitive Bid; intentional misrepresentation of information or documents included in the Competitive Bid.

7.9.4.8. The presence of information about the Procurement Participant in the Register of Unfair Suppliers.

7.9.4.9. The presence of the Procurement Participant's overdue accounts receivable and / or outstanding obligations toward the Customer and its subsidiary companies (inclusive of structures affiliated with the Procurement Participant).

7.9.4.10. The presence of other negative information revealed by an inspection in compliance with applicable provisions of paragraph 7.9.3.4 hereof.

7.9.5. Refusal to allow the participation in the Competitive Tender on other grounds not specified in applicable provisions of paragraphs 7.9.4 and 7.9.6 hereof shall not be permitted.

7.9.6. In the case of establishing the unreliability of the information contained in the Competitive Bid, establishing the fact of liquidation of the Procurement Participant or the arbitration court's decision to recognize the Procurement Participant as bankrupt and the opening of bankruptcy proceedings, the fact of the suspension of the activities of the

Procurement Participant according to the procedure established in applicable provisions of the Code of Administrative Offences of the Russian Federation, the fact of availability of overdue accrued taxes, fees, and other mandatory payments to the budgets of any level or to the state non-budgetary funds for the previous calendar year, the Procurement Participant shall be excluded from the Competitive Tender at any stage thereof.

7.9.7. If the Competitive Bid of only one Procurement Participant is declared to comply with the requirements of the Competitive Tender Documentation during the qualification stage, such a Procurement Participant shall be considered to be the only Bidder. The Customer shall possess the right to conclude a contract with the Procurement Participant who has submitted such a Competitive Bid under the conditions of the Competitive Tender Documentation, the draft contract, and the Competitive Bid submitted by the Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer. In this case, the Competitive Tender shall be considered invalid. This information shall be entered into the report on the results of the Procurement Procedure.

If all the Competitive Bids have been declared inconsistent with the requirements of the Competitive Tender Documentation during the qualification stage or all the Procurement Participants who submitted Competitive Bids have been refused admission to the Competitive Tender, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

7.9.8. The Evaluation Stage. As part of the evaluation stage, the attracted experts and specialists shall evaluate and compare Competitive Bids that were not rejected at the qualification stage. The purpose of evaluation and comparison of Competitive Bids lies in their ranking according to the degree of preference for the Customer to determine the Winning Bidder.

7.9.8.1. Evaluation shall be implemented in strict compliance with the criteria and the procedures established in the Competitive Tender Documentation.

7.9.8.2. As part of the Competitive Tender Documentation, both the criteria for the evaluation and the comparison of Competitive Bids and their weight shall be listed as well as the procedure for the evaluation and the comparison of Competitive Bids in compliance with the specified criteria.

7.9.8.3. These criteria may include:

a) the competitive price of the offers (the least reduced price at the equal quality of the products or the best value for the reduced price / quality at different quality of the products) that is either directly considered or calculated as the total cost of the Customer in accepting this Proposal (for example, the price plus the costs of operation, maintenance and repair, required additional costs etc.);

b) the terms of delivery and the method of payment;

c) the deadline for the delivery of Goods, the execution of Works, and the provision of Services;

d) qualifications and trustworthiness of the Procurement Participant and declared sub-Customers;

d) the cost of the product life cycle or the object created as a result of the Work. In this case, the Customer shall be entitled to enter into contracts for the life cycle on the basis of the developed procurement method for innovative goods and services (including those that replace traditional ones) as well as for high-tech and / or a technically complex goods upon the results of procurement;

e) other criteria specified in the Competitive Tender Documentation.

7.9.9. Qualification and evaluation stages can be combined (held simultaneously).

7.9.10. If the Tender Committee requires extending the deadline for the selection and / or the evaluation stage indicated as the date of consideration of the Proposals of Procurement

Participants and summation of the Procurement Procedure in the Notice of a Competitive Tender during the evaluation and the comparison of Competitive Bids, the Customer shall upload a notice of the extension of the corresponding period in the Unified Information System within one business day from the date of approval of the decision on the extension of the qualification and / or the evaluation stage by the Tender Committee.

7.10. Determination of the Winning Bidder

7.10.1. Based on the results of the evaluation of Competitive Bids, each Competitive Bid shall be assigned a sequence number relative to the other based on the reduction of the degree of profitability of contract performance conditions contained therein. The Competitive Bid that contains the best combination of contract performance conditions shall be assigned the first place. The Winning Bidder shall be the Bidder that has offered the best combination of contract performance conditions and whose Competitive Bid has been assigned the first place based on the evaluation and the comparison of Competitive Bids. The Tender Committee shall adopt the decision on the determination of the Winning Bidder based on the ranking of Competitive Bids.

If several Competitive Bids contain an equivalent combination of contract performance conditions, the lesser sequence number shall be assigned to the Competitive Bid that was received earlier than the other Competitive Bids that contain such conditions.

7.10.2. According to the results of the meeting of the Tender Committee that determines the Winning Bidder, a report on the results of the Competitive Tender shall be issued. This report shall contain information in compliance with applicable provisions of paragraph 6.5.1 hereof as well as the name-based list of the members of the Tender Committee who are present at the meeting as well as the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants whose Competitive Bids have been considered and the ranking of Competitive Bids according to the degree of preference and shall specify the Winning Bidder.

The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the summation of the Competitive Tender and shall be approved (signed) by one of the heads of the Customer in compliance with its internal procedures.

7.10.3. The Customer shall upload this report into the Unified Information System within three days from the date of signing (approval).

7.10.4. The Customer shall provide the Winning Bidder with a notice in writing or by email as regards its acceptance as the Winning Bidder within three business days from the date of approval of the report on the results of the Competitive Tender and shall invite the Winning Bidder to sign the report on the results of the Competitive Tender in compliance with the requirements of applicable provisions of Article 448 of the Civil Code of the Russian Federation.

7.10.5. In case of refusal of the Winning Bidder to sign the contract, the Tender Committee shall possess the right to decide to conclude a contract with the Procurement Participant whose Competitive Bid has been assigned the second number as a result of evaluation and comparison of Competitive Bids under the terms of the draft contract attached to the Competitive Tender Documentation and contract performance conditions suggested by this Procurement Participant in its Competitive Bid. At the same time, such a Bidder shall possess no right to refuse to sign the contract.

In case of refusal of the Procurement Participant whose the Competitive Bid was assigned the second place to conclude the contract, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

7.11. Consequences of the recognition of a Competitive Tender as invalid.

If the Competitive Tender is declared invalid and / or the contract is not concluded with the Procurement Participant that has submitted the only Competitive Bid or that has been

recognized to be the only Bidder, the Customer shall possess the right to hold another Tender or apply another procurement method.

7.12. Features of the Competitive Tender with Limited Participation

7.12.1. The Competitive Tender with limited participation shall be conducted according to the procedure for a Competitive Tender with due consideration of the provisions of this paragraph.

7.12.2. The Notice of a Restricted Competitive Tender with limited participation shall contain information provided by the requirements of paragraph 7.2.2 hereof as well as information about the fact that only the Procurement Participants who have passed the prequalification stage in compliance with the report on the results of preliminary selection shall be allowed to participate in the Competitive Tender.

7.13. Features of the Closed Competitive Tender

7.13.1. The Closed Competitive Tender shall be conducted according to the procedure for a Competitive Tender with due consideration of the provisions of this paragraph.

7.13.2. When conducting a Closed Competitive Tender, no Notice of a Closed Competitive Tender shall be required. Procurement Documentation and the changes thereto as well as clarification thereof shall not be subject to publication in mass media and placed on the Internet. The Customer shall send invitations to participate in a Closed Competitive Tender on paper which comply with the requirements of applicable provisions of RI-GD-148Kh according to the compiled lists of persons / entities within the deadline established for the placement of a Procurement Notice in the Unified Information System. These invitations shall contain information stipulated by the requirements of paragraph 7.2.2 hereof.

7.13.3. When holding a Closed Competitive Tender, the following shall be not permitted: the provision of the Procurement Documentation and changes thereto, the submission of requests for clarification of the Procurement Documentation, the provision of such clarification in the form of electronic documents. Clarification of the provisions of the Procurement Documentation shall be communicated in writing by the Customer to all the persons who have been provided with Procurement Documentation with an indication of the subject of the request but without an indication of the Procurement Participant who has filed the request.

7.13.4. Reports generated on the basis of the results of the meeting of the Tender Committee shall be not published in mass media and put on the Internet. Within three business days from the date of signing of the report, the Customer shall send a copy of the relevant report to the Participants who have submitted Competitive Bids.

7.13.5. In case of cancellation of a Closed Competitive Tender, the Customer shall compensate the invited Procurement Participants for the real damage regardless of the period followed by the cancelation of the Closed Competitive Tender.

8. AUCTION PROCEDURE

8.1. The General Procedure of an Open Auction

For the purposes of the Procurement of Goods, Works, and Services by means of an Auction, it is necessary to:

8.1.1. Develop a Notice of an Auction, the Auction Documentation, and a draft contract and upload them in the Unified Information System.

8.1.2. Provide the necessary clarification in case of receipt of a request for clarification of the Auction Documentation from an Applicant.

8.1.3. Make changes in the Notice of an Auction and the Auction Documentation (if necessary).

8.1.4. Accept all the Auction Bids submitted in time and according to the procedure established in applicable provisions of the Auction Documentation.

8.1.5. Consider the Auction Bid in order to adopt the decision on the admission or the

refusal of admission of the Procurement Participant at the Auction.

8.1.6. Conduct the Auction.

8.1.7. Place reports compiled on the basis of the results of the meetings of the Tender Committee in the Unified Information System.

8.1.8. Enter into a contract as a result of the Procurement Procedure.

8.2. Notice of an Auction

8.2.1. The Customer shall upload the Notice of an Auction in the Unified Information System not less than twenty days prior to the closing date for the submission of Auction Bids.

8.2.2. The Notice of an Open Auction shall contain information in compliance with paragraph 6.4 hereof as well as the deadline for the cancelation of the Auction.

8.2.3. At any time before the deadline for the submission of Auction Bids, the Customer shall possess the right to amend the Notice of an Open Auction at its own initiative or in response to an Applicant's request. Within three days from the date of adoption of the decision on the need to change the Notice of an Open Auction, the Customer shall upload such changes in the Unified Information System.

If changes to the Notice of an Open Auction are made later than fifteen days before the deadline for the submission of Auction Bids for the right to participate in the Procurement Procedure, the deadline for the submission of Bids for the right to participate in the Procurement Procedure shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Bids for the right to participate in the Procurement Procedure is fifteen days or more.

8.3. Auction Documentation

8.3.1. The Customer shall upload Auction Documentation in the Unified Information System simultaneously with the placement of the Notice of an Open Auction.

The information contained in the Auction Documentation shall comply with the data specified in the Notice of an Open Auction.

8.3.2. The Auction Documentation shall contain information in compliance with paragraph 6.4 hereof as well as the following information:

8.3.2.1. Requirements for the term and / or the volume of provision of the warranty of quality of Goods, Works, and Services, the maintenance of the Goods, and the costs of the operation of the Goods (if necessary).

8.3.2.2. Information about the currency that is used for contract pricing and settlements with Suppliers (Contractors).

8.3.2.3. The procedure for the application of the official exchange rate of the foreign currency to the RF ruble as set by the Central Bank of the Russian Federation and used in the course of assessment of the Competitive Bids of the Procurement Participant and the payment under the concluded contract (if a foreign currency is used).

8.3.2.4. Information about the ability of the Customer to increase the number of Goods to be delivered at the time of conclusion of the contract (if necessary).

8.3.2.5. Information about the ability of the Customer to change the contractual quantity of the Goods, volume of Work and Services and the percentage of such a change (if necessary).

8.3.2.6. The Procedure and the deadline for the withdrawal of Auction Bids; the procedure for amending such Auction Bids.

8.3.2.7. The amount of the security for the performance of contractual obligations; the terms of and the procedure for provision thereof.

8.3.2.8. The Auction procedure, inclusive of auction step.

8.3.2.9. The term of validity of the Competitive Bid.

8.3.2.10. The term of validity of the Competitive Bid security (if required).

8.3.2.11. The deadline for the conclusion of a contract with the Winning Bidder and

other Procurement Participants (if necessary).

8.3.2.12. The dates and the time of the beginning and the end of the acceptance of Auction Bids.

8.3.2.13. The upload, the date, and the time of the Auction.

8.3.2.14. The amount of the bid security, the deadline and the procedure for the contribution of the bid security and banking details (if necessary).

8.3.2.15. Effects of recognition of the Auction as invalid

8.3.2.16. Other information and requirements depending on the Procurement Item.

8.3.3. The Notice of an Open Auction and Auction Documentation shall be accompanied by a draft contract to be concluded as a result of the procurement, which shall constitute an integral part of the Notice and the Auction Documentation (if an Auction for several lots is implemented, the Auction Documentation may contain a single draft contract that contains the general conditions for all the lots and special conditions for each lot individually as attachments).

8.3.4. The Customer shall not provide Auction Documentation upon an Applicant's request. Auction Documentation shall be freely available in the Unified Information System and accessible at any time from the date of posting.

8.3.5. At any time before the deadline for the submission of Auction Bids, the Customer shall possess the right to amend the Notice of an Open Auction at its own initiative or in response to an Applicant's request. Within three days from the date of adoption of the decision on the need to change the Notice of an Open Auction, the Customer shall upload such changes in the Unified Information System and email them to Applicants who have received the Auction Documentation on paper from the Customer.

8.3.5.1. If changes to the Auction Documentation are made later than fifteen days before the deadline for the submission of Bids for the right to participate in the Procurement Procedure, the deadline for the submission of Bids for the right to participate in the Procurement Procedure shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Bids for the right to participate in the Procurement Procedure is fifteen days or more.

8.3.5.2. Any Applicant shall possess the right to send a request for clarification of the Auction Documentation to the Customer in writing or in the electronic form no later than five business days before the closing date for the submission of Auction Bids. The Customer shall send the clarification of the provisions of the Auction Documentation to the applicant who has submitted the request within three days of the request for clarification of the provisions of the Auction Documentation and shall upload a copy of such clarification (without specifying the name or the address of the Applicant from which the request for clarification was received) in Unified Information System.

8.4. Cancellation of the Auction

8.4.1.1. The Customer shall possess the right to decide to cancel an Open Auction within the time specified in the Notice of an Open Auction.

8.4.1.2. In the event of adoption of a decision to cancel the Open Auction, the Customer shall distribute information about the cancellation of the Open Auction in the Unified Information System during the day following the date of such decision and shall send an email notification to all the Procurement Participants that have submitted their Auction Bids to the Customer within three days. The Customer shall assume no obligation nor liability in the event of failure of Applicants and Procurement Participants to familiarize themselves with the Notice of the Cancellation of the Open Auction.

8.4.1.3. If the decision to cancel the Open Auction is made before opening of the envelopes with Auction Bids, the Auction Bids that were received before the adoption of the corresponding decision to cancel the Open Auction shall be not opened and shall be returned

to the Procurement Participants that have submitted them upon their written request.

8.5. Requirements for the Auction Bid

8.5.1. In order to participate in the Auction, the Applicant shall prepare an Auction Bid in full compliance with the requirements of the Auction Documentation.

8.5.2. The Auction Bid shall compulsorily contain the following information:

8.5.2.1. For legal entities:

a) the completed form of an Auction Bid in compliance with the requirements of the Auction Documentation (the original copy);

b) a legal entity questionnaire according to the form prescribed in the Auction Documentation (the original copy);

c) copies of constituent documents with the attachment of existing amendments (notarized copies);

d) an extract from the Unified State Register of Legal Entities (the original copy) or a notarized copy of such an extract obtained no earlier than 6 months before the date of placement of the Notice of an Open Auction in the Unified Information System;

e) the decision on the approval or the implementation of a major transaction (the original copy) or a copy of such a decision if the requirement for the need for such a decision to perform a major transaction is established in applicable provisions of the current legislation of the Russian Federation or the constituent documents of the legal entity and if the supply of Goods, the performance of Work, or the provision of Services that is the subject matter of the contract or the introduction of an Auction Bid security or contract enforcement is a major transaction for the Procurement Participant;

f) a certificate that confirms the absence of the Procurement Participant's delinquent taxes, fees, debts under other obligatory payments to the budgets of the budgetary system of the Russian Federation, which must be issued by the relevant unit of the Federal Tax Service no earlier than 20 days before the deadline for the acceptance of Auction Bids (the original copy or a notarized copy);

g) documents that certify the provision of a corporate warranty of the manufacturer of the Goods (original copies or photocopies);

h) a document that confirms the authority of the person to act on behalf of the Procurement Participant that is a legal entity (a copy of the decision on the appointment or the election or the order appointing the individual to the position which entitles the individual to act on behalf of the Procurement Participant without a power of attorney (hereinafter referred to as "the head"). If another person acts on behalf of the Procurement Participant, the Auction Bid shall also contain a power of attorney to act on behalf of the Procurement Participant which must bear the round seal of the Procurement Participant (for legal entities) and signed by the head of the Procurement Participant or the person authorized thereto by the head of the Procurement Participant or a notarized copy of such a power of attorney. If the said power of attorney is signed by the person authorized by the head of the Procurement Participant, the Auction Bid shall also contain a document that confirms the authority of such person;

j) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Works, Services, and other proposals for the contract performance terms. In cases stipulated by the Auction Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Auction Bid if the current legislation of the Russian Federation establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

k) a document that confirms the introduction of an Auction Bid security by the Procurement Participant (the original copy, if necessary);

l) a copy of the balance sheet, the report on financial results, and all annexes thereto for the last reporting period with the mark placed by the tax authority regarding the acceptance thereof or with a copy of the notice of receipt of the electronic document by the

tax authority in the event of transmission of financial statements in the electronic form;

m) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Competitive Bid;

n) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the head of the organization (see paragraph 6.7 hereof);

o) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

p) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Auction Documentation and which confirm the compliance of Auction Bids and the Procurement Participant with the requirements specified in applicable provisions of the Auction Documentation;

q) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Auction Bid;

8.5.2.2. For private entrepreneurs:

a) the completed form of an Auction Bid in compliance with the requirements of the Auction Documentation (the original copy);

b) the surname, the first name, the middle name, the passport data, information on the place of residence, and the contact telephone number;

c) an extract from the Unified State Register of Private Entrepreneurs (the original copy) or a notarized copy of such an extract obtained no earlier than 6 months before the date of placement of the Notice of an Open Auction in the Unified Information System;

d) a certificate that confirms the absence of the Procurement Participant's delinquent taxes, fees, debts under other obligatory payments to the budgets of the budgetary system of the Russian Federation, which must be issued by the relevant unit of the Federal Tax Service no earlier than 20 days before the deadline for the acceptance of Auction Bids (the original copy or a notarized copy);

e) documents that certify the provision of a corporate warranty of the manufacturer of the Goods (original copies or photocopies);

f) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Works, Services, and other proposals for the contract performance terms, inclusive of a proposal for a contract price or a unit price of the Goods, the Work, or the Services. In cases stipulated by the Auction Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Auction Bid if the current legislation of the Russian Federation establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

g) a document that confirms the deposit by the Procurement Participant (the original copy, if necessary);

i) copies of tax returns for the last reporting period with a mark placed by the tax authority regarding the acceptance thereof or a copy of the notice of receipt of the electronic document by the tax authority in the event of transmission of tax returns in the electronic form;

j) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the private entrepreneur (see paragraph 6.7 hereof);

k) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

l) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Auction Documentation and which confirm the compliance of

Auction Bids and the Procurement Participant with the requirements specified in applicable provisions of the Auction Documentation;

m) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Competitive Bid;

8.5.2.3. For private individuals:

a) the completed form of an Auction Bid in compliance with the requirements of the Auction Documentation (the original copy);

b) the surname, the first name, the middle name, the passport data, information on the place of residence, and the contact telephone number;

c) documents that certify the provision of a corporate warranty of the manufacturer of the Goods (original copies or photocopies);

d) information on the functional characteristics (consumer properties) and qualitative characteristics of the Goods, Works, Services, and other proposals for the contract performance terms, inclusive of a proposal for a contract price or a unit price of the Goods, the Work, or the Services. In cases stipulated by the Auction Documentation, the copies of the documents that confirms that the Goods, the Works, and the Services shall also be attached to the Auction Bid if the current legislation of the Russian Federation establishes mandatory requirements for such Goods, Works, and Services in compliance with the requirements established applicable provisions of the current legislation of the Russian Federation;

e) a document that confirms the deposit by the Procurement Participant (the original copy);

f) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Auction Bid;

g) copies of tax returns for the last reporting period with a mark placed by the tax authority regarding the acceptance thereof or a copy of the notice of receipt of the electronic document by the tax authority in the event of transmission of tax returns in the electronic form;

h) information on the absence / presence of Procurement Participant's affiliation with Customer's Employees and their close relatives certified by the Procurement Participant (see paragraph 6.7 hereof);

i) declaration of the absence of a conflict of interest of the Procurement Participant and its officials with the Customer's Employees (see paragraph 6.7 hereof);

j) any other documents or copies of documents whereof the list shall be defined by applicable provisions of the Auction Documentation and which confirm the compliance of Auction Bids and the Procurement Participant with the requirements specified in applicable provisions of the Auction Documentation;

k) if the delivery of Goods, the performance of Works, and the provision of Services is classified as a licensed activity by the current legislation of the Russian Federation, notarized copies of relevant licenses, patents etc. shall be attached to the Auction Bid;

8.5.2.4. For groups of persons (several persons) that act on behalf of one Procurement Participant:

a) a document that confirms the association of persons who act on behalf of one Procurement Participant as a group (the original copy or a notarized copy) and the right of any particular Procurement Participant to participate in the Auction on behalf of the group of persons, inclusive of the right to submit an Auction Bid, to deposit the Auction Bid security or contract enforcement, to sign reports and the contract;

b) documents and information in compliance with paragraphs 8.5.2.1 or 8.5.2.2 and 8.5.2.3. of the Procurement Participant who has been tasked to submit an Auction Bid on behalf of a group of persons.

8.5.2.5. Other requirements for the Auction Bid shall be established by applicable

provisions of the Auction Documentation depending on the Procurement Item.

8.6. Auction Bid Security

8.6.1. The performance of obligations of a Procurement Participant in connection with an Auction Bid may be ensured by means of the following: a penalty (a penalty contract), a security, a surety, an independent guarantee, bargain money, a security payment, and other ways in compliance with the Auction Documentation. The amount of the Auction Bid security shall not exceed 10 pct of the initial (ceiling) contract price (Lot price) if the initial (ceiling) contract price (Lot price) is specified in the Notice of an Open Auction.

8.6.2. Obligations of a Procurement Participant associated with the submission of an Auction Bid shall include the following:

a) the obligation to conclude a contract under the terms specified in the draft contract, which constitutes an integral part of the Auction Documentation and the Notice of an Open Auction, and the Auction Bid as well as the obligation to provide the Customer with a contract enforcement if such an obligation is established by applicable provisions of the Auction Documentation;

b) the obligation not to change and / or not to withdraw the Auction Bid after the expiry of the deadline for submission of Auction Bids;

c) in the case of an Auction for the right to conclude the contract, the obligation to contribute to the account of the Customer the amount for the implementation of this right;

d) the obligation not to provide false information, data, and documents as part of the Auction Bid;

e) the obligation to provide the information in respect of the entire chain of owners, inclusive of beneficiaries (inclusive of ultimate beneficiaries), and the composition of the executive bodies within one week from the date of placement of the protocol that defines the rights of Procurement Participants to enter into a contract with the Customer in the Unified Information System; such information shall be confirmed by means of the relevant documents in the form of Annex No. 3 to RI-GD-148Kh (with the exception of Procurement Participants that are public authorities and state and municipal institutions, and unitary enterprises).

e) the consent to the processing of personal data for cases specified in applicable provisions of paragraphs 8.5.2.2 and 8.5.2.3 hereof unless otherwise specified in applicable provisions of the current legislation of the Russian Federation.

8.6.3. The Customer shall hold the amount of the Auction Bid security in cases of failure of the Procurement Participant to comply with its obligations under applicable provisions of paragraph 8.6.2 hereof.

8.6.4. The Auction Bid security shall be returned:

8.6.4.1. To the Procurement Participants and Applicants who have deposited the Auction Bid security: within seven business days from the date of approval of the decision to cancel the Open Auction.

8.6.4.2. To the Procurement Participants who have submitted the Auction Bid received after the deadline for receipt of Auction Bids: within seven business days of receipt of such an Auction Bid.

8.6.4.3. To the Procurement Participants who have submitted an Auction Bid and have withdrawn the Auction Bid before the date and the time of the commencement of consideration of Auction Bids: within seven business days of the date of receipt of the notification of withdrawal of the Auction Bid by the Customer.

8.6.4.4. To the Procurement Participants who have submitted the only Auction Bid that complies with all the requirements and conditions stipulated in applicable provisions of the Auction Documentation: within seven business days from the date of conclusion of the contract with the corresponding Procurement Participant.

8.6.4.5. To the Procurement Participants who have submitted an Auction Bid and have not been allowed to participate in the Open Auction except for the cases when the refusal of admission has resulted from willful misrepresentation, deliberate distortion of information or

documents that constitute the part of the Auction Bid, the absence of consent to the processing of personal data in cases referred to in applicable provisions of paragraphs 8.5.2.2 and 8.5.2.3 hereof unless otherwise provided by the current legislation of the Russian Federation: within seven business days from the date of signing of the report on the results of the Open Auction.

8.6.4.6. To the Procurement Participant that has been recognized to be the only Bidder: within seven business days from the date of conclusion of a contract with the corresponding Procurement Participant.

8.6.4.7. To the Procurement Participant that has been recognized to be the only Bidder to have based the registration for the participation in the Auction: within seven business days from the date of conclusion of a contract with the corresponding Procurement Participant.

8.6.4.8. To the Bidder who has participated in the Auction but has not become the Winner of the Auction with the exception of the Bidder whose contract price bid was the penultimate Auction Bid: within seven business days from the date of signing of the report on the results of the Open Auction.

8.6.4.9. To the Bidder whose contract price bid was the penultimate Auction Bid: within seven business days from the date of conclusion of a contract with the Winner of the Auction or with the corresponding Bidder.

8.6.4.10. To the Winner of the Auction: within seven days from the date of conclusion of the contract with the Winner of the Auction unless the Auction Documentation provides for a contract enforcement or within seven business days from the date of conclusion of the contract with the Winner of the Auction and the provision of the contract enforcement.

8.7. The Procedure for Receiving Auction Bids

8.7.1. From the date of the placement of a Notice in the Unified Information System and until the deadline for the submission of Auction Bids as specified in the Notice of an Open Auction, the Customer shall receive Auction Bids.

8.7.2. To participate in the Auction, Applicants shall submit their Auction Bids in a sealed envelope using the form and according to the procedure established by applicable provisions of the Auction Documentation. Every Applicant shall possess the right to submit only one Auction Bid in respect of each Procurement Item (Lot).

8.7.3. All the Auction Bids that are received prior to the expiration of the deadline for the submission of Auction Bids shall be registered by the Customer. At the request of the Procurement Participant, the Customer shall issue a written acknowledgement of receipt of the envelope with the Auction Bid with an indication of the date and the time of receipt.

The receipt of an improperly sealed Competitive Bid shall be correspondingly noted on the receipt.

8.7.4. The Customer shall ensure the confidentiality of the information contained in the submitted Auction Bids until the summation of the Auction and for one year from the date of the summation of the Auction unless otherwise determined by applicable provisions of the local regulatory documents of the Customer.

8.7.5. Procurement Participants shall possess the right to modify or to withdraw a previously submitted Auction Bid according to the procedure established in applicable provisions of the Auction Documentation. Modification and / or withdrawal of Auction Bids after the deadline for the submission of Auction Bids established by the Auction Documentation shall not be permitted.

8.7.6. If the Customer extends the deadline for the submission of Auction Bids, the Procurement Participant who has already submitted an Auction Bid shall possess the right to adopt any of the following decisions:

8.7.6.1. To withdraw the submitted Competitive Bid.

8.7.6.2. Not to withdraw the submitted Competitive Bid but extend its validity term and the term of the Competitive Bid security for the relevant time period and change it (if desired).

8.7.6.3. Not to withdraw the submitted Auction Bid and not to change its validity term; in this case, the Auction Bid shall be void upon the expiration of its original validity term.

8.7.7. If the Customer has only received one Auction Bid at the end of the deadline for the submission of Auction Bids established by applicable provisions of the Auction Documentation, the Open Auction shall be declared invalid.

8.7.8. If the Auction Documentation provides for two or more Lots, the Open Auction shall be declared invalid only in respect of the Lots whereunder only one Auction Bid has been submitted.

8.7.9. If the Customer has only received one Auction Bid at the end of the deadline for the submission of Auction Bids established in applicable provisions of the Auction Documentation, the Tender Committee shall consider the Auction Bid according to the procedure established in applicable provisions of RI-GD-148Kh despite the fact that the Open Auction has been declared invalid. If the considered Auction Bid and the Procurement Participant who has filed such a request comply with the requirements and the conditions stipulated by the Auction Documentation, the Customer shall possess the right to conclude a contract with such a Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

8.7.10. If no Auction Bids have been submitted at the end of the deadline for the submission of Auction Bids, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

8.7.11. Auction Bids received by the Customer after the deadline for the submission of Auction Bids established by the Auction Documentation shall not be considered and shall be forwarded to the Procurement Participants who have submitted such Auction Bids within three business days of receipt of Auction Bids without disturbing the integrity of the envelope in which such Auction Bids were submitted. Late Auction Bids shall be opened only if the envelope does not specify the mailing address (for legal entities) or information about the place of residence (for private individuals) of the Procurement Participant.

8.8. Consideration of Auction Bids

8.8.1. At the end of the deadline for the submission of Auction Bids, the Tender Committee shall open the envelopes with Auction Bids with the compilation of a report and shall consider Auction Bids for participation in the Auction submitted by Procurement Participants whose Auction Bids were opened in order to determine the compliance of each Procurement Participant with the requirements established by applicable provisions of the Auction Documentation and the compliance of the Auction Bid submitted by such a Procurement Participant with the requirements established by applicable provisions of the Auction Documentation.

8.8.2. If the Tender Committee requires extending the deadline for the consideration indicated as the date of consideration of the Proposals of Procurement Participants in the Notice of an Open Auction during the consideration of Auction Bids, the Customer shall upload a notice of the extension of the corresponding period in the Unified Information System within one business day from the date of approval of the decision on the extension of the deadline for the consideration by the Tender Committee.

8.8.3. The following actions shall be implemented in the course of consideration of Auction Bids:

8.8.3.1. Validation of Procurement Participants in terms of compliance with the requirements of the Customer and validation of their Auction Bids in terms of compliance with the requirements of the Auction Documentation for the registration of Auction Bids; in this case, the Auction Bids shall be considered to comply with the requirements of the Auction Documentation even if they contain insignificant discrepancies in terms of form or arithmetic and grammar errors that have been corrected and whose correction has been agreed upon with the Procurement Participant that has submitted the Auction Bid in question.

8.8.3.2. Checking the Procurement Participant, inclusive of its legal capacity, reliability of information and documents submitted to the Auction, the absence of the Procurement Participant in the Register of Unfair Suppliers, the absence of overdue accounts receivable and / or outstanding obligations to the Customer under previously concluded contracts (inclusive of the structures affiliated with the Procurement Participant).

8.8.3.3. Checking the offered Goods, Works, and Services for compliance with the requirements of the Competitive Tender Documentation.

8.8.3.4. Rejection of Auction Bids which, according to the members of the Tender Committee, do not comply with the requirements of the Auction on the merits, and adoption of the decision to deny the Procurement Participants who have submitted such Auction Bids the participation in the Auction. Upon consideration of the Auction Bids, the Tender Committee shall decide to recognize the Procurement Participant as a Bidder or to refuse to recognize the Procurement Participant as a Bidder.

8.8.4. Procurement Participants shall be denied recognition as a Bidder in the following cases:

8.8.4.1. Failure to submit the original copies and copies of documents as well as other data required by applicable provisions of the Auction Documentation.

8.8.4.2. Non-compliance of the Procurement Participant with the requirements for Procurement Participants established by applicable provisions of the Auction Documentation.

8.8.4.3. Non-compliance of the Auction Bid with the requirements for Auction Bids established by applicable provisions of the Auction Documentation, inclusive of failure to submit a document that confirms the payment Auction Bid security.

8.8.4.4. Non-compliance of the offered Goods, Works, and Services with the requirements of the Auction Documentation.

8.8.4.5. Failure to submit the Auction Bid security.

8.8.4.6. Provision of false information as a part of the Auction Bid; intentional misrepresentation of information or documents included in the Auction Bid.

8.8.4.7. The presence of information about the Procurement Participant in the Register of Unfair Suppliers;

8.8.4.8. The presence of the Procurement Participant's overdue accounts receivable and / or outstanding obligations toward the Customer and its subsidiary companies (inclusive of structures affiliated with the Procurement Participant);

8.8.4.9. The presence of other negative information revealed by an inspection in compliance with applicable provisions of paragraph 8.8.3.2 hereof.

8.8.5. Refusal to allow the participation in the Auction on other grounds not specified in applicable provisions of paragraphs 8.8.4 and 8.8.6 hereof shall not be permitted.

8.8.6. In the case of establishing the unreliability of the information contained in the Auction Bid, establishing the fact of liquidation of the Procurement Participant or the arbitration court's decision to recognize the Procurement Participant as bankrupt and the opening of bankruptcy proceedings, the fact of the suspension of the activities of the Procurement Participant according to the procedure established in applicable provisions of the Code of Administrative Offences of the Russian Federation, the fact of availability of overdue accrued taxes, fees, and other mandatory payments to the budgets of any level or to the state non-budgetary funds for the previous calendar year, the Procurement Participant shall be excluded from the Auction at any stage thereof.

8.8.7. If necessary, the Tender Committee shall possess the right to demand that the Procurement Participant provide clarification of the information contained in its Auction Bid in the course of consideration of Auction Bids. Demands of the Tender Committee that are aimed at changing the content of an Auction Bid or modification or provision of the missing Auction Bid security as well as at the Procurement Participant's clarification that changes the essence of the Proposals contained in the Auction Bid submitted by such a Procurement

Participant shall be not permitted.

8.8.8. If the Procurement Participant in receipt of the request for clarification of information contained in the Auction Bid does not provide the appropriate clarifications according to the procedure and within the period specified in the request, the Auction Bids of such a Procurement Participant shall be rejected.

8.8.9. This report of consideration of auction bids shall contain the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants who have been declared Auction Bidders or on the refusal to recognize such Procurement Participants as Auction Bidders with the justification of this decision as well as the name-based list of the members of the Tender Committee who are present at the meeting.

The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the completion of consideration of Auction Bids and shall be approved by one of the heads of the Customer in compliance with its internal procedures.

8.8.10. The Customer shall upload this report into the Unified Information System within three days from the date of approval.

8.8.11. If the consideration of Auction Bids results in a decision on the non-compliance of all the Procurement Participants with requirements for Procurement Participants and / or the non-compliance of all the Auction Bids with the requirements established by applicable provisions of the Auction Documentation, the Customer shall possess the right to apply provisions of paragraph 5.8.19 hereof.

8.8.12. If only one Procurement Participant is recognized as the only Open Auction Bidder, the Auction shall be declared invalid and the Customer shall possess the right to conclude a contract with this Auction Bidder. This information shall be entered into the report on the results of the consideration of Auction Bids. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

8.8.13. In case described in paragraph 8.8.12 hereof, the contract shall be concluded under the conditions provided for by the Auction Documentation at the initial (ceiling) contract price (Lot price) specified in the Notice of an Open Auction or at the contract price agreed with the Procurement Participant which must not exceed the initial (ceiling) contract price (Lot price).

8.9. Implementation of an Open Auction

8.9.1. A Open Auction shall be held within the time period specified in the Notice of an Open Auction, which shall not exceed five business days from the date of approval of the report on the consideration of Auction Bids and which shall provide Bidders with the opportunity to participate in the Auction directly or through their representatives.

8.9.2. Only Procurement Participants who have been declared Auction Bidders shall participate in the Open Auction.

8.9.3. The Open Auction shall be conducted by an Auctioneer, who shall be elected from among the members of the Tender Committee by the open majority vote of the members of the Tender Committee or shall be an invited person.

8.9.4. The Open Auction shall be implemented by reducing the initial (ceiling) contract price (Lot price) specified in the Notice of an Open Auction by the auction step.

8.9.5. If none of the Auction Bidders state their intention to offer a lower contract price after three announcements of the latest proposal with the contract price, the Auctioneer shall reduce the “auction step” by 0.5 pct of the initial (ceiling) contract price (Lot price) but to not less than 0.5 pct of the initial (ceiling) contract price (Lot price).

8.10. An Open Auction shall be implemented in the following order:

8.10.1. The Tender Committee shall register the participants or their representatives that arrived at the Auction immediately prior to the Auction. In case of an open Auction for several lots, the Tender Committee shall register Auction Bidders that have submitted Auction

Bids for the corresponding Lot and have arrived at the Auction or their representatives before each Lot. In the course of registration, Open Auction Bidders or their representatives shall be provided with numbered cards (hereinafter referred to as the Cards);

8.10.2. The Open Auction shall begin with the announcement of the start of the Open Auction (Lot), the Lot number (in case of an Open Auction for several Lots), the subject matter of the contract, and the initial (ceiling) contract price (lot price) by the Auctioneer;

8.10.3. The Auctioneer shall offer Auction Bidders to voice their proposals on the contract price;

8.10.4. After the announcement of the initial (ceiling) contract price (Lot price) and the contract price (Lot price) reduced according to the "auction step," an Auction Bidder shall raise his or her Card if he or she agrees to conclude a contract under the announced price;

8.10.5. The Auctioneer shall announce the number of the Card of the Auction Bidder who was the first to raise his or her Card after the announcement of the initial (ceiling) contract price (Lot price) and the contract price reduced according to the "auction step" by the Auctioneer as well as the new price agreement reduced according to the "auction step" and the auction step whereby the price has been reduced;

8.10.6. The Auction shall be concluded if none of the Auction Bidders raise their Cards after three announcements of the contract price (Lot price) by the Auctioneer. In this case, the Auctioneer shall declare the end of the Auction, shall repeat the last and the penultimate proposals with the contract price (Lot price), the number of the Card of the Winner of the Auction and of the Auction Bidder who has made the penultimate proposal.

8.10.7. The Winner of the Auction shall be the person / entity that has offered the lowest contract price except for the cases stipulated in applicable provisions of Section 8 of RI-GD-148Kh;

8.10.8. During the Auction, the Tender Committee shall possess the right to decide to suspend the Competitive Bidding on the Auction (Lot) and to have a short recess on its own or at the request of an Auction Bidder.

8.10.9. The duration of the recess in the Competitive Bidding for a Lot shall be from 10 minutes to 20 minutes.

8.10.10. A recess in the Competitive Bidding for each Lot can be declared by the Tender Committee not more than twice.

8.10.11. During the entire Competitive Bidding Procedure (inclusive of the recess), Auction Bidders shall be prohibited to enter into negotiations with each other, the Tender Committee, and the Auctioneer and shall only be allowed to leave the location of the Auction one person at a time.

8.10.12. At the end of the Auction the Tender Committee shall issue a report on the results of the Open Auction. This report shall contain information in compliance with applicable provisions of paragraph 6.5.1 hereof as well as the name-based list of the members of the Tender Committee who are present at the meeting and the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of the Winner of the Auction and the Auction Bidder who has made the penultimate proposal on the contract price.

The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the Auction and shall be approved by one of the heads of the Customer in compliance with its internal procedures.

8.10.13. The Customer shall upload this report into the Unified Information System within three days from the date of signing.

8.10.14. If no Open Auction Bidder was present during the Auction or if the auction step was reduced to the minimum value due to the absence of proposals on the contract price that provide for a lower contract price than the initial (ceiling) contract price (Lot price) and if no proposals on the contract price that would provide for a lower contract price were received

after the triple announcement of the initial (ceiling) contract price (Lot price), the Customer shall possess the right to apply provisions of paragraph 5.8.19 hereof.

8.10.15. If only one Bidder has registered for the participation in the Auction, the Auction shall be declared invalid and the Customer shall possess the right to conclude a contract with such an Open Auction Bidder. Corresponding information shall be entered into the Auction Report. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

8.10.16. In case described in paragraph 8.10.15 hereof, the contract shall be concluded under the conditions provided for by the Auction Documentation at the initial (ceiling) contract price (Lot price) specified in the Notice of an Open Auction or at the contract price agreed with the Procurement Participant which must not exceed the initial (ceiling) contract price (Lot price).

8.10.17. The Customer and the Open Auction Winner shall sign a contract within the period specified in the Auction Documentation. In case of refusal of the Open Auction Winner to sign the contract, the Customer shall withhold the Auction Bid security submitted by such a Participant.

8.10.18. In case of refusal of the Auction Winner to sign the contract, the Tender Committee shall possess the right to decide to conclude a contract with the Auction Bidder who has made the penultimate proposal on the contract price under the terms of the draft contract attached to the Auction Documentation and at the contract price suggested by this Auction Bidder based on the results of the Auction; this decision shall be issued by means of a corresponding report of the meeting of the Tender Committee. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

In case of refusal of the Auction Bidder who has made the penultimate proposal on the contract price, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

8.11. Effects of Recognition of the Auction as Invalid

If an Auction is declared invalid and / or the contract is not concluded with the Procurement Participant that has submitted the only Auction Bid or that has been recognized to be the only Auction Bidder or with the only Auction Bidder that has registered for the participation in the Auction, the Customer shall possess the right to hold another Auction or to apply another procurement method.

8.12. Specifics of an Auction for the Right to Conclude a Contract

8.12.1. Participation in an Auction for the right to conclude a contract is related to additional obligations specified in item c) of paragraph 8.6.2 hereof.

8.12.2. The Auction Documentation can provide that an Auction for the right to conclude a contract will be held if the contract price is reduced to zero in the course of an Auction. In this case, the Winner of the Auction shall be the person / entity that has offered the highest contract price.

8.12.3. The report on the results of the Auction for the right to conclude a contract on the date of the Auction shall be signed by the Winner of the Auction, the members of the Tender Committee who are present at the meeting on the implementation of the Auction and shall be approved by one of the heads of the Customer in compliance with its internal procedures.

8.12.4. If the Winner of the Auction has made a pledge deposit as an Auction Bid security, the refusal to sign the report on the results of the Auction shall lead to the forfeiture of such a security.

8.12.5. In this case, the contract shall be concluded after the Winner or a Bidder that has made the penultimate proposal on the contract price in case of the refusal of the winner to sign the contract has transferred amounts for the implementation of this right to the account of the Customer.

8.12.6. If the Auction Winner has made a pledge deposit as an Auction Bid security and the Auction Documentation provides for a security for the contract execution, the pledge deposit shall be counted towards security for the contract execution (partly or fully depending on the amount of the security for the contract execution).

8.12.7. The contract must be signed by the Customer and the Auction Winner within twenty days after the signing of the report on the Auction unless a different period has been specified in the Notice of an Open Auction or in the Auction Documentation.

8.13. Features of the Auction with Limited Participation

8.13.1. The Auction with limited participation shall be conducted according to the procedure for an Auction with due consideration of the provisions of this paragraph.

8.13.2. The Notice of an Auction with limited participation shall contain information provided by the requirements of paragraph 8.2.2 hereof as well as information about the fact that only the Procurement Participants who have passed the prequalification stage in compliance with the report on the results of preliminary selection shall be allowed to participate in the Auction.

8.14. Features of the Closed Auction

8.14.1. The Closed Auction shall be conducted according to the procedure for an Open Auction with due consideration of the provisions of this paragraph.

8.14.2. When conducting a Closed Auction, no Notice of a Closed Auction shall be required. Procurement Documentation and the changes thereto as well as clarification thereof shall not be subject to publication in mass media and placed on the Internet. The Customer shall send invitations to participate in a Closed Auction on paper which comply with the requirements of applicable provisions of RI-GD-148Kh according to the compiled lists of persons / entities within the deadline established for the placement of a Procurement Notice in the Unified Information System. These invitations shall contain information stipulated by the requirements of paragraph 8.2.2 hereof.

8.14.3. When holding a Closed Auction, the following shall be not permitted: the provision of the Procurement Documentation and changes thereto, the submission of requests for clarification of the Procurement Documentation, the provision of such clarification in the form of electronic documents. Clarification of the provisions of the Procurement Documentation shall be communicated in writing by the Customer to all the persons who have been provided with Procurement Documentation with an indication of the subject of the request but without an indication of the Procurement Participant who has filed the request.

8.14.4. Minutes made on the basis of the results of the meeting of the Tender Committee shall be not published in mass media and put on the Internet. Within three business days from the date of signing of the minutes, the Customer shall send a copy of the relevant minutes to the Participants who have submitted Auction Bids.

9. PROPOSAL REQUEST PROCEDURE

9.1. The General Procedure of an Open Request for Proposals

9.1.1. For the purposes of the Procurement of Goods, Works, and Services by means of an Open Request for Proposals, it is necessary to:

9.1.1.1. Develop a Notice of an Open Request for Proposals, the Documentation of the Open Request for Proposals, and a draft contract and upload them in the Unified Information System.

9.1.1.2. Provide the necessary clarification in case of receipt of a request for clarification of the Documentation of the Open Request for Proposals from an Applicant.

9.1.1.3. Make changes in the Notice of an Open Request for Proposals and the Documentation of the Open Request for Proposals (if necessary).

9.1.1.4. Accept all the Applications for participation in the Open Request for Proposals that have been submitted in time and according to the procedure established in applicable

provisions of the Documentation of the Open Request for Proposals.

9.1.1.5. Consider, evaluate, and compare the Applications for participation in the Open Request for Proposals.

9.1.1.6. Adopt the decision on the placement of and upload the report compiled on the basis of the results of the meetings of the Tender Committee in the Unified Information System.

9.2. Notice of the Request for Proposals

9.2.1. In the event of an Open Request for Proposals, the Customer shall upload the Notice of an Open Request for Proposals (hereinafter referred to as the Request for Proposals) and the Documentation of the Request for Proposals and the draft contract in the Unified Information System no later than five business days before the deadline for the submission of Applications for participation in the Open Request for Proposals.

9.2.2. The Notice of an Open Request for Proposals shall contain information in compliance with paragraph 6.4 hereof.

9.2.3. At any time before the deadline for the submission of Applications for participation in the Open Request for Proposals, the Customer shall possess the right to amend the Notice of an Open Request for Proposals at its own initiative or in response to an Applicant's request.

9.2.3.1. Within three days from the date of adoption of the decision on the need to change the Notice of an Open Request for Proposals, the Customer shall upload such changes in the Unified Information System.

9.2.3.2. If changes to the Notice of an Open Request for Proposals are made later than one business day before the deadline for the submission of Applications for participation in the Open Request for Proposals, the deadline for the submission of Applications shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Applications is three business days or more.

9.3. Documentation of the Request for Proposals

9.3.1. In case of a Request for Proposals, the Customer shall upload a Procurement Notice, the Procurement Documentation, the draft contract, which shall constitute an integral part of the Procurement Notice and Procurement Documentation, in the Unified Information System.

9.3.2. The information contained in the Documentation of the Request for Proposals shall correspond to the information contained in the Notice of a Request for Proposals.

9.3.3. The Documentation of the Request for Proposals shall contain information in compliance with paragraph 6.4 hereof as well as the following information:

9.3.3.1. Information that confirms the fact that the procedure for the Request for Proposals is not a Competitive Tender nor an Auction for the right to enter into a contract and that it is not governed by Articles 447-449 of the Civil Code of the Russian Federation. This procedure is not a public tender and is not governed by applicable provisions of Articles 1057—1061 of the Civil Code of the Russian Federation. Thus, the implementation of such procedures shall not impose civil obligations of the corresponding volume onto the Customer for compulsory conclusion of a contract with the Winner or another Participant.

9.3.3.2. The information that the Customer may refuse from a Request for Proposals at any time without thereby incurring any liability toward Procurement Participants, including the obligation of reimbursement of any costs associated with the preparation and the submission of Applications for participation in the Request for Proposals.

9.3.3.3. Requirements for the term and / or the volume of provision of the warranty of quality of Goods, Works, and Services, the maintenance of the Goods, and the costs of the operation of the Goods (if necessary).

9.3.3.4. Information about the currency that is used for contract pricing and

settlements with Suppliers (Contractors).

9.3.3.5. The procedure for the application of the official exchange rate of the foreign currency to the RF ruble as set by the Central Bank of the Russian Federation and used in the course of assessment of the Competitive Bids of the Procurement Participant and the payment under the concluded contract (if a foreign currency is used).

9.3.3.6. Information about the ability of the Customer to increase the number of Goods to be delivered at the time of conclusion of the contract (if necessary).

9.3.3.7. Information about the ability of the Customer to change the contractual quantity of the Goods, volume of Works and Services and the percentage of such a change (if necessary).

9.3.3.8. The Procedure and the deadline for the withdrawal of Applications for participation in the Request for Proposals; the procedure for amending such Applications for participation in the Request for Proposals.

9.3.3.9. Effects of Recognition of the Request for Proposals as Invalid

9.3.3.10. The dates and the time of the beginning and the end of the acceptance of Applications for participation in the Request for Proposals.

9.3.3.11. An indication of the possibility of submitting alternative proposals and the procedure for the consideration of such proposals (if necessary).

9.3.3.12. Other information and requirements depending on the Procurement Item (if necessary).

9.3.4. The Customer shall not provide the Documentation of the Request for Proposals upon an individual request of an Applicant. Documentation of the Open Request for Proposals shall be freely available in the Unified Information System and accessible at any time from the date of posting.

9.3.5. At any time before the deadline for the submission of Applications for participation in the Open Request for Proposals, the Customer shall possess the right to amend the Documentation of a Request for Proposals at its own initiative or in response to an Applicant's request.

9.3.5.1. Within three days from the date of adoption of the decision on the need to change the Documentation of a Request for Proposals, the Customer shall upload such changes in the Unified Information System.

9.3.5.2. If changes to the Documentation of a Request for Proposals are made later than one business day before the deadline for the submission of Applications for participation in the Request for Proposals, the deadline for the submission of Applications shall be extended so that the period from the date of the placement of changes made to the Documentation of the Request for Proposals in the Unified Information System and until the date of the submission of Applications is three business days or more.

9.3.6. Any Applicant shall possess the right to send a request for the clarification of the Documentation of the Request for Proposals to the Customer in writing or in the electronic form no later than two business days before the closing date for the submission of Applications for participation in the Request for Proposals. The Customer shall send the clarification of the provisions of the Documentation to the Applicant who has submitted the request within one business day of receipt of the request for clarification and shall upload a copy of such clarification (without specifying the name or the address of the Applicant from which the request for clarification was received) in the Unified Information System.

9.4. Cancellation of the Request for Proposals

9.4.1. The Customer shall possess the right to cancel the Request for Proposals at any time without thereby incurring any liability toward Procurement Participants, including the obligation of reimbursement of any costs associated with the preparation and the submission of Applications for participation in the Request for Proposals.

9.4.2. In the event of adoption of a decision to cancel the Request for Proposals, the

Customer shall distribute information about the cancelation of the Request for Proposals in the Unified Information System during the day following the date of such decision. The Customer shall assume no obligation nor liability in the event of failure of Applicants and Procurement Participants to familiarize themselves with the Notice of the Cancelation of the Request for Proposals.

9.4.3. If the decision to cancel the Request for Proposals is made before opening of the envelopes with Applications for participation in the Request for Proposals, the Applications for participation in the Request for Proposals that were received before the adoption of the corresponding decision to cancel the Request for Proposals shall be not opened and shall be returned to the Procurement Participants that have submitted them upon their written request.

9.5. Requirements for the Application for participation in the Request for Proposals.

9.5.1. In order to participate in the Request for Proposals, the Applicant shall prepare an Application for participation in the Request for Proposals in full compliance with the requirements of the Documentation of the Request for Proposals.

9.5.2. The Application for participation in the Request for Proposals shall contain information similar to the information specified in applicable provisions of paragraph 7.5.2 hereof, including the requirement to provide other documents or copies of documents whereof the list is defined by the Documentation of the Request for Proposals which confirm the compliance of the Application submitted by a Procurement Participant with the requirements established in the Documentation of the Request for Proposals.

When establishing the requirements for the provision of documents (originals, copies) issued to the Procurement Participant by a third party as a part of the Application for participation in the Request for Proposals, the requirements for the term of issue of such documents shall be established so as to provide the Procurement Participants with the possibility of obtaining such documents in the stipulated timeframe and also prevent discrimination against Procurement Participants.

9.6. The Procedure for the Acceptance of Applications for participation in the Request for Proposals.

9.6.1. From the date of the placement of a Notice in the Unified Information System and until the deadline for the submission of Applications for participation in the Request for Proposals as specified in the Notice of a Request for Proposals, the Customer shall accept the Applications for participation in the Request for Proposals according to the procedure established in applicable provisions of paragraph 7.7 hereof.

9.6.2. To participate in the Request for Proposals, Applicants shall submit their Applications for participation in the Request for Proposals in a sealed envelope using the form and according to the procedure established by applicable provisions of the Documentation of the Request for Proposals. Every Applicant shall possess the right to submit only one Application for participation in a Request for Proposals in respect of each Procurement Item (Lot).

9.6.2.1. Every Applicant shall possess the right to submit alternative Applications only in the cases expressly provided for in the Documentation of the Request for Proposals.

9.6.2.2. The procedure for the consideration of alternative Applications shall be established by applicable provisions of the Documentation of the Request for Proposals.

9.6.3. All Applications for participation in the Request for Proposals that are received before the deadline for Applications for participation in the Request for Proposals shall be registered by the Customer. At the request of the Procurement Participant, the Customer shall issue a written acknowledgement of receipt of the envelope with the Application for participation in the Request for Proposals with an indication of the date and the time of receipt.

9.6.3.1. The receipt of an improperly sealed Application shall be correspondingly noted on the receipt.

9.6.4. Procurement Participants shall possess the right to modify or to withdraw a previously submitted Application for participation in the Request for Proposals according to the procedure established in applicable provisions of the Documentation of the Request for Proposals. Modification and / or withdrawal of Applications for participation in the Request for Proposals after the deadline for the submission of Applications for participation in the Request for Proposals as established by the Documentation of the Request for Proposals shall not be permitted.

9.6.5. If the Customer has only received one Application for participation in the Request for Proposals at the end of the deadline for the submission of Applications for participation in the Request for Proposals as established by applicable provisions of the Documentation of the Request for Proposals, the Request for Proposals shall be declared invalid.

9.6.6. If the Customer has only received one Application for participation in the Request for Proposals at the end of the deadline for the submission of Applications for participation in the Request for Proposals as established in applicable provisions of the Documentation of the Request for Proposals, the Tender Committee shall open the envelope with the Application for participation in the Request for Proposals and shall consider it according to the procedure established in applicable provisions of RI-GD-148Kh despite the fact that the Request for Proposals has been declared invalid. If the considered Application for participation in the Request for Proposals and the Procurement Participant who has filed such an Application comply with the requirements and the conditions stipulated by the Documentation of the Request for Proposals, the Customer shall possess the right to conclude a contract with such a Procurement Participant.

9.6.7. If no Applications for participation in the Request for Proposals have been submitted at the end of the deadline for the submission of Applications for participation in the Request for Proposals, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

9.6.8. Applications for participation in the Request for Proposals received by the Customer after the deadline for the submission of Applications for participation in the Request for Proposals as established by the Documentation of the Request for Proposals shall not be considered and shall be forwarded to the Procurement Participants who have submitted such Applications for participation in the Request for Proposals within three business days of receipt of Applications for participation in the Request for Proposals without disturbing the integrity of the envelope in which such Applications for participation in the Request for Proposals were submitted. Late Applications for participation in the Request for Proposals shall be opened only if the envelope does not specify the mailing address (for legal entities) or information about the place of residence (for private individuals) of the Procurement Participant.

9.7. Envelopes with Applications for participation in the Request for Proposals

Opening the envelopes with Applications shall not be a public procedure. The Tender Committee shall not compile a report.

9.8. Criteria of Evaluation and Comparison of Applications for participation in the Request for Proposals.

9.8.1. Evaluation and comparison of Applications for participation in the Request for Proposals shall be implemented according to the procedure established in applicable provisions of paragraph 7.9 hereof:

9.8.1.1. The qualification stage.

9.8.1.2. The evaluation stage.

9.8.2. **The Qualification Stage.** Within the scope of the qualification stage, the following actions shall be sequentially performed:

9.8.2.1. Requesting Procurement Participants to clarify the provisions of Applications

for participation in the Request for Proposals and to submit missing documents (if necessary). Nevertheless, requests or requirements to submit the missing documents that are aimed at changing the existing Bids, inclusive of changes in the commercial conditions (price, currency, terms and conditions of delivery, or delivery or payment schedule, and other commercial terms) or technical specifications of the Bid (the list of proposed goods, their specifications, and other technical conditions), shall not be permitted. Requests for amendment or provision of absent security shall not be permitted.

9.8.2.2. Correction of arithmetic, grammar, and other obvious errors that are identified during the review of Auction Bids with the obligatory notification of any such correction by the Procurement Participant that has submitted the appropriate Auction Bid and receipt of the Procurement Participant's consent in writing.

9.8.2.3. Validation of Procurement Participants in terms of compliance with the requirements of the Customer and validation of their Applications for participation in the Request for Proposals in terms of compliance with the requirements of the Documentation of the Request for Proposals for the registration of Applications for participation in the Request for Proposals; in this case, the Applications for participation in the Request for Proposals shall be considered to comply with the requirements of the Documentation of the Request for Proposals even if they contain insignificant discrepancies in terms of form or arithmetic and grammar errors that have been corrected and whose correction has been agreed upon with the Procurement Participant that has submitted the Application for participation in the Request for Proposals in question.

9.8.2.4. Checking the Procurement Participant, inclusive of its legal capacity, reliability of information and documents submitted in the Request for Proposals, the absence of the Procurement Participant in the Register of Unfair Suppliers, the absence of overdue accounts receivable and / or outstanding obligations to the Customer under previously concluded contracts (inclusive of the structures affiliated with the Procurement Participant).

9.8.2.5. Checking the offered Goods, Works, and Services for compliance with the requirements of the Documentation of the Request for Proposals.

9.8.2.6. Rejection of Applications for participation in the Request for Proposals, which, according to the members of the Tender Committee, do not comply with the Documentation of the Request for Proposals on the merits.

9.8.3. The Application of a Procurement Participant shall be rejected in the following cases:

9.8.3.1. Failure to submit the original copies and copies of documents as well as other data required by applicable provisions of the Documentation of the Request for Proposals.

9.8.3.2. Non-compliance of the Procurement Participant with the requirements for Procurement Participants established by applicable provisions of the Documentation of the Request for Proposals.

9.8.3.3. Non-compliance of the Application for participation in the Request for Proposals with the requirements for Applications for participation in the Request for Proposals established by applicable provisions of the Documentation of the Request for Proposals, inclusive of the failure to submit a document that confirms the payment of the deposit as a security for the Application for participation in the Request for Proposals if the requirements for the security of Applications is established in applicable provisions of the Documentation of the Request for Proposals.

9.8.3.4. Non-compliance of the offered Goods, Works, and Services with the requirements of the Documentation of the Request for Proposals.

9.8.3.5. Failure to provide (if necessary) the security of the Application in case of the availability of the requirement for a security of the Application.

9.8.3.6. Provision of false information as a part of the Application for participation in the Request for Proposals; intentional misrepresentation of information or documents included

in the Application for participation in the Request for Proposals.

9.8.3.7. Failure to submit clarification of the Application for participation in the Request for Proposals at the request of the Tender Committee.

9.8.3.8. The presence of information about the Procurement Participant in the Register of Unfair Suppliers.

9.8.3.9. The presence of the Procurement Participant's overdue accounts receivable and / or outstanding obligations toward the Customer and its subsidiary companies (inclusive of structures affiliated with the Procurement Participant).

9.8.3.10. The presence of other negative information revealed by an inspection in compliance with applicable provisions of paragraph 9.8.2.4 hereof.

9.8.4. Rejection of Applications for participation in the Request for Proposals on other grounds not specified in applicable provisions of paragraphs 9.8.3 and 9.8.5 hereof shall not be permitted.

9.8.5. In the case of establishing the unreliability of the information contained in the Bid, establishing the fact of liquidation of the Procurement Participant or the arbitration court's decision to recognize the Procurement Participant as bankrupt and the opening of bankruptcy proceedings, the fact of the suspension of the activities of the Procurement Participant according to the procedure established in applicable provisions of the Code of Administrative Offences of the Russian Federation, the fact of availability of overdue accrued taxes, fees, and other mandatory payments to the budgets of any level or to the state non-budgetary funds for the previous calendar year, the Procurement Participant shall be excluded from the Request for Proposals at any stage thereof.

9.8.6. If the Application of only one Procurement Participant is declared to comply with the requirements of the Documentation of the Request for Proposals during the qualification stage, such a Procurement Participant shall be considered to be the only Participant. The Customer shall possess the right to conclude a contract with the Procurement Participant who has submitted such an Application for participation in the Request for Proposals under the conditions of the Documentation of the Request for Proposals, the draft contract, and the Application submitted by the Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer. In this case, the Request for Proposals shall be considered invalid.

If all the Applications for participation in the Request for Proposals have been declared inconsistent with the requirements of the Documentation of the Request for Proposals during the qualification stage, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

9.8.7. The Evaluation Stage. As part of the evaluation stage, the Tender Committee shall evaluate and compare Applications for participation in the Request for Proposals that were not rejected at the qualification stage. The purpose of evaluation and comparison of Auction Bids lies in their ranking according to the degree of preference for the Customer to determine the Winner of the Auction.

9.8.7.1. Evaluation shall be implemented in strict compliance with the criteria and the procedures established in the Documentation of the Request for Proposals.

9.8.7.2. Qualification and evaluation stages can be combined (held simultaneously).

9.8.7.3. If the Tender Committee requires extending the deadline for the selection and / or the evaluation stage indicated as the date of consideration of the Proposals of Procurement Participants and summation of the Procurement Procedure in the Notice of a Request for Proposals during the evaluation and the comparison of Applications for participation in the Request for Proposals, the Customer shall upload a notice of the extension of the corresponding period in the Unified Information System within one business day from the date of approval of the decision on the extension of the qualification and / or the evaluation stage by the Tender Committee.

9.9. Determining the Winner of the Request for Proposals

9.9.1. The Winner of the Request for Proposals shall be determined according to the procedure established in applicable provisions of paragraph 7.10 hereof.

9.9.2. Based on the results of the evaluation of Applications or Requests for Proposals, each Application or Request for Proposals shall be assigned a sequence number relative to the other based on the reduction of the degree of profitability of contract performance conditions contained therein. The Application or Request for Proposals that contains the best combination of contract performance conditions shall be assigned the first place. The Winner of the Request for Proposals shall be the Participant that has offered the best combination of contract performance conditions and whose Application has been assigned the first number based on the evaluation and the comparison of Applications for participation in the Request for Proposals. The Tender Committee shall adopt the decision on the determination of the Winning Bidder based on the ranking of Competitive Bids.

If several Applications for participation in the Request for Proposals contain an equivalent combination of contract performance conditions, the lesser sequence number shall be assigned to the Application for participation in the Request for Proposals that was received earlier than the other Applications for participation in the Request for Proposals that contain such conditions.

9.9.3. According to the results of the meeting of the Tender Committee that determines the Winner of the Request for Proposals, a report on the results of the Request for Proposals shall be issued. This report shall contain information in compliance with applicable provisions of paragraph 6.5.1 hereof as well as the name-based list of the members of the Tender Committee who are present at the meeting as well as the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants whose Applications for participation in the Request for Proposals have been considered and the ranking of Applications for participation in the Request for Proposals according to the degree of preference and shall specify the Winner of the Request for Proposals.

The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the summation of the Request for Proposals and shall be approved by one of the heads of the Customer in compliance with its internal procedures.

9.9.4. The Customer shall upload this report into the Unified Information System within three days from the date of approval.

The Competitive List shall, at least, contain the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants whose Applications for participation in the Request for Proposals have been considered and the ranking of Applications for participation in the Request for Proposals according to the degree of preference. The Competitive List shall not be placed in the Unified Information System.

9.9.5. In case of refusal of the Winner of the Request for Proposals to sign the contract, the Tender Committee shall possess the right to decide to conclude a contract with the Procurement Participant whose Application for participation in the Request for Proposals has been assigned the second number as a result of evaluation and comparison of Applications for participation in the Request for Proposals under the terms of the draft contract attached to the Documentation of the Request for Proposals and contract performance conditions suggested by this Procurement Participant in its Application for participation in the Request for Proposals. Such a decision shall be registered by means of a relevant report of the meeting of the Tender Committee. In this case, the Participant in the Request for Proposals shall not possess the right to refuse to conclude the contract with the Customer.

In case of refusal of the Procurement Participant whose the Application for participation in the Request for Proposals was assigned the second place to conclude the

contract, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

9.9.6. The Customer shall possess the right to refuse to conclude the contract without compensating the Winner or any other Participant of any costs incurred by them in connection with participation in the Request for Proposals without providing any reason.

9.9.7. In case of refusal of the Customer to sign a contract with the Winner of the Request for Proposals and the Participant whose Application for participation in the Request for Proposal was assigned the second number, the Customer shall upload a notice to that effect in the Unified Information System.

9.10. **Effects of Recognition of the Request for Proposals as Invalid**

If the Competitive Tender is declared invalid and / or the contract is not concluded with the Procurement Participant that has submitted the only Application for participation in the Request for Proposals or that has been recognized to be the only Participant, the Customer shall possess the right to hold another Request for Proposals or to apply another procurement method.

9.11. **Features of the Request for Proposals with Limited Participation**

9.11.1. The Request for Proposals with limited participation shall be conducted according to the procedure for an Open Request for Proposals with due consideration of the provisions of this paragraph.

9.11.2. The Notice of a Request for Proposals with limited participation shall contain information provided by the requirements of paragraph 9.2.2 hereof as well as information about the fact that only the Procurement Participants who have passed the prequalification stage in compliance with the report on the results of preliminary selection shall be allowed to participate in the Request for Proposals.

9.12. **Features of the Closed Request for Proposals**

9.12.1. The Closed Request for Proposals shall be conducted according to the procedure for an Open Request for Proposals with due consideration of the provisions of this paragraph.

9.12.2. When conducting a Closed Request for Proposals, no Notice of a Closed Request for Proposals shall be required. Procurement Documentation and the changes thereto as well as clarification thereof shall not be subject to publication in mass media and placed on the Internet. The Customer shall send invitations to participate in a Closed Request for Proposals on paper which comply with the requirements of applicable provisions of RI-GD-148Kh according to the compiled lists of persons / entities within the deadline established for the placement of a Procurement Notice in the Unified Information System. These invitations shall contain information stipulated by the requirements of paragraph 9.2.2 hereof.

9.12.3. When holding a Closed Request for Proposals, the following shall not be permitted: the provision of the Procurement Documentation and changes thereto, the submission of requests for clarification of the Procurement Documentation, the provision of such clarification in the form of electronic documents. Clarification of the provisions of the Procurement Documentation shall be communicated in writing by the Customer to all the persons who have been provided with Procurement Documentation with an indication of the subject of the request but without an indication of the Procurement Participant who has filed the request.

9.12.4. Minutes made on the basis of the results of the meeting of the Tender Committee shall be not published in mass media and put on the Internet. Within three business days from the date of signing of the minutes, the Customer shall send a copy of the relevant minutes to the Participants who have submitted Applications for participation in the Request for Proposals.

10. QUOTATION REQUEST PROCEDURE

10.1. The General Procedure of a Request for Quotations

10.1.1. For the purposes of the Procurement of Goods, Works, and Services by means of a Request for Quotations, it shall be necessary to:

10.1.2. Develop a Notice of a Request for Quotations (hereinafter referred to as the Request for Quotations), the Documentation of the Request for Quotations, and a draft contract and upload them in the Unified Information System.

10.1.3. Provide the necessary clarification in case of receipt of a request for clarification of the Documentation of the Request for Quotations from an Applicant.

10.1.4. Make changes in the Notice of a Request for Quotations and the Documentation of the Request for Quotations (if necessary).

10.1.5. Accept all the Applications for participation in the Request for Quotations submitted in time and according to the procedure established in applicable provisions of the Documentation of the Request for Quotations.

10.1.6. Consider and evaluate the Applications for participation in the Request for Quotations.

10.1.7. Place reports compiled on the basis of the results of the Request for Quotations in the Unified Information System.

10.1.8. Enter into a contract as a result of the Procurement Procedure (if necessary).

10.2. Notice of the Request for Quotations

10.2.1. In the event of a Request for Quotations, the Customer shall upload the Notice of an Request for Quotations (hereinafter referred to as the Request for Quotations) and the Documentation of the Request for Quotations and the draft contract in the Unified Information System no later than five business days before the deadline for the submission of Applications for participation in the Open Request for Quotations.

10.2.2. The Notice of a Request for Quotations shall contain information in compliance with paragraph 6.3.2 hereof.

10.2.3. At any time before the deadline for the submission of Applications for participation in the Request for Quotations, the Customer shall possess the right to amend the Notice of a Request for Quotations at its own initiative or in response to an Applicant's request.

10.2.3.1. Within three business days from the date of adoption of the decision on the need to change the Notice of a Request for Quotations, the Customer shall upload such changes in the Unified Information System.

10.2.3.2. If changes to the Notice of a Request for Quotations are made later than two business days before the deadline for the submission of Applications for participation in the Request for Quotations, the deadline for the submission of Applications shall be extended so that the period from the date of the placement of changes made to the Procurement Notice in the Unified Information System and until the date of the submission of Applications is three business days or more.

10.3. Documentation of the Request for Quotations

10.3.1. The Customer shall upload Documentation of the Request for Quotations into the Unified Information System simultaneously with the placement of the Notice of a Request for Quotations.

10.3.2. The information contained in the Documentation of the Request for Quotations shall correspond to the information contained in the Notice of a Request for Quotations.

10.3.3. The Documentation of the Request for Quotations shall contain information in compliance with paragraph 6.4 hereof as well as the following information:

10.3.3.1. Information that confirms the fact that the procedure for the Request for Quotations is not a Competitive Tender nor an Auction for the right to enter into a contract and that it is not governed by Articles 447–449 of the Civil Code of the Russian Federation. This procedure is not a public tender and is not governed by applicable provisions of Articles

1057—1061 of the Civil Code of the Russian Federation. Thus, the implementation of such procedures shall not impose civil obligations of the corresponding volume onto the Customer for compulsory conclusion of a contract with the Winner or another Participant.

10.3.3.2. The information that the Customer may refuse from a Request for Quotations at any time without thereby incurring any liability toward Procurement Participants, including the obligation of reimbursement of any costs associated with the preparation and the submission of Applications for participation in the Request for Quotations.

10.3.3.3. Format of an Application for participation in the Request for Quotations

10.3.3.4. Requirements for the term and / or the volume of provision of the warranty of quality of Goods, Works, and Services, the maintenance of the Goods, and the costs of the operation of the Goods (if necessary).

10.3.3.5. Information about the currency that is used for contract pricing and settlements with Suppliers (Contractors).

10.3.3.6. The procedure for the application of the official exchange rate of the foreign currency to the RF ruble as set by the Central Bank of the Russian Federation and used in the course of assessment of the Competitive Bids of the Procurement Participant and the payment under the concluded contract (if a foreign currency is used).

10.3.3.7. Information about the ability of the Customer to increase the number of Goods to be delivered at the time of conclusion of the contract (if necessary).

10.3.3.8. Information about the ability of the Customer to change the contractual quantity of the Goods, volume of Works and Services and the percentage of such a change (if necessary).

10.3.3.9. Procedure for Amending Applications for participation in the Request for Quotations

10.3.3.10. The dates and the time of the beginning and the end of the acceptance of Applications for participation in the Request for Quotations.

10.3.3.11. Effects of Recognition of the Request for Quotations as Invalid

10.3.3.12. Other information and requirements depending on the Procurement Item (if necessary).

10.3.4. The Notice of a Request for Quotations and the Documentation of the Request for Quotations must be accompanied by a draft contract to be concluded as a result of the Procurement, which shall constitute an integral part of the Notice and the Documentation of the Request for Quotations.

10.3.5. At any time before the deadline for the submission of Applications for participation in the Request for Quotations, the Customer shall possess the right to amend the Documentation of a Request for Quotations at its own initiative or in response to an Applicant's request.

10.3.5.1. Within three days from the date of adoption of the decision on the need to change the Documentation of a Request for Quotations, the Customer shall upload such changes in the Unified Information System.

10.3.5.2. If changes to the Documentation of a Request for Quotations are made later than two business days before the deadline for the submission of Applications for participation in the Request for Quotations, the deadline for the submission of Applications shall be extended so that the period from the date of the placement of changes made to the Documentation of the Request for Quotations in the Unified Information System and until the date of the submission of Applications is three business days or more.

10.3.6. Any Applicant shall possess the right to send a request for the clarification of the Documentation of the Request for Quotations to the Customer in writing or in the electronic form no later than two business days before the closing date for the submission of Applications for participation in the Request for Quotations. The Customer shall send the clarification of the provisions of the Documentation to the Applicant who has submitted the

request within one business day of receipt of the request for clarification and shall upload a copy of such clarification (without specifying the name or the address of the Applicant from which the request for clarification was received) in the Unified Information System.

10.4. Cancellation of the Request for Quotations

10.4.1. The Customer shall possess the right to cancel the Request for Quotations at any time without thereby incurring any liability toward Procurement Participants, including the obligation of reimbursement of any costs associated with the preparation and the submission of Applications for participation in the Request for Quotations.

10.4.2. In the event of adoption of a decision to cancel the Request for Quotations, the Customer shall upload the information about the cancellation of the Request for Quotations into the Unified Information System during the day following the date of such decision. The Customer shall assume no obligation nor liability in the event of failure of Applicants and Procurement Participants to familiarize themselves with the Notice of the Cancellation of the Request for Quotations.

10.5. Requirements for the Application for participation in the Request for Quotations

10.5.1. In order to participate in the Request for Quotations, the Applicant shall prepare an Application for participation in the Request for Quotations in full compliance with the requirements of the Documentation of the Request for Quotations.

10.5.2. The Application for participation in the Request for Quotations shall contain information similar to the information specified in applicable provisions of paragraph 8.5.2 hereof, including the requirement to provide other documents or copies of documents whereof the list is defined by the Documentation of the Request for Quotations which confirm the compliance of the Application submitted by a Procurement Participant with the requirements established in the Documentation of the Request for Quotations.

10.5.3. When establishing the requirements for the provision of documents (originals, copies) issued to the Procurement Participant by a third party as a part of the Application for participation in the Request for Quotations, the requirements for the term of issue of such documents shall be established so as to provide the Procurement Participants with the possibility of obtaining such documents in the stipulated timeframe and also prevent discrimination against Procurement Participants.

10.6. The Procedure for Acceptance of Applications for participation in the Request for Quotations

10.6.1. From the date of the placement of a Notice of the Request for Quotations in the Unified Information System and until the deadline for the submission of Applications for participation in the Request for Quotations as specified in the Notice of a Request for Quotations, the Customer shall accept the Applications for participation in the Request for Quotations according to the procedure established in applicable provisions of paragraph 8.7 hereof.

10.6.2. To participate in the Request for Quotations, Applicants shall submit their Applications for participation in the Request for Quotations in a sealed envelope using the form and according to the procedure established by applicable provisions of the Documentation of the Request for Quotations. Every Applicant shall possess the right to submit only one Application for participation in the Request for Quotations in respect of each Procurement Item (Lot).

10.6.3. All the Applications for participation in the Request for Quotations that are received prior to the expiration of the deadline for the submission of Applications for participation in the Request for Quotations shall be registered by the Customer. At the request of the Procurement Participant, the Customer shall issue a written acknowledgement of receipt of the envelope with the Application for participation in the Request for Quotations with an indication of the date and the time of receipt.

10.6.3.1. The receipt of an improperly sealed Application for participation in the Request for Quotations shall be correspondingly noted on the receipt.

10.6.3.2. The Customer shall ensure the confidentiality of the information contained in the submitted Applications for participation in the Request for Quotations until the summation of the Request for Quotations and for one year from the date of the summation of the Request for Quotations unless otherwise determined by applicable provisions of the local regulatory documents of the Customer.

10.6.4. Every Procurement Participants shall possess the right to change the previously submitted Application for participation in the Request for Quotations only if the Customer makes changes to the Notice or the Documentation of the Request for Quotations. In other cases, changing the Applications for participation in the Request for Quotations shall not be permitted. Changing the Applications for participation in the Request for Quotations after the deadline for the submission of Application for participation in the Request for Quotations as specified in the Documentation of the Request for Quotations shall not be permitted.

10.6.5. If the Customer has only received one Application for participation in the Request for Quotations at the end of the deadline for the submission of Applications for participation in the Request for Quotations as established by applicable provisions of the Documentation of the Request for Quotations, the Request for Quotations shall be declared invalid.

10.6.6. If the Customer has only received one Application for participation in the Request for Quotations at the end of the deadline for the submission of Applications for participation in the Request for Quotations established in applicable provisions of the Documentation of the Request for Quotations, the Tender Committee shall consider the Application for participation in the Request for Quotations according to the procedure established in applicable provisions of RI-GD-148Kh despite the fact that the Request for Quotations has been declared invalid. If the considered Application for participation in the Request for Quotations and the Procurement Participant that has submitted such an Application for participation in the Request for Quotations comply with the requirements and the conditions stipulated by the Documentation of the Request for Quotations, the Customer shall possess the right to conclude a contract with such a Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

10.6.7. If no Applications for participation in the Request for Quotations have been submitted at the end of the deadline for the submission of Applications for participation in the Request for Quotations, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

10.6.8. Applications for participation in the Request for Quotations received by the Customer after the deadline for the submission of Applications for participation in the Request for Quotations as established by the Documentation of the Request for Quotations shall not be considered and shall be forwarded to the Procurement Participants who have submitted such Applications for participation in the Request for Quotations within three business days of receipt of Applications for participation in the Request for Quotations without disturbing the integrity of the envelope in which such Applications for participation in the Request for Quotations were submitted.

10.7. Consideration and Evaluation of Applications for participation in the Request for Quotations

10.7.1. The Tender Committee shall open the envelopes with Applications for participation in the Request for Quotations no later than three business days after the deadline for the submission thereof.

10.7.2. The procedure of opening the envelopes with such Applications shall not be public. The report shall not be reissued.

10.7.3. The following actions shall be implemented in the course of consideration of Applications for participation in the Request for Quotations:

10.7.3.1. Validation of Procurement Participants in terms of compliance with the requirements of the Customer and validation of their Applications for participation in the Request for Quotations in terms of compliance with the requirements of the Documentation of the Request for Quotations for the registration of Applications for participation in the Request for Quotations; in this case, the Applications for participation in the Request for Quotations shall be considered to comply with the requirements of the Documentation of the Request for Quotations even if they contain insignificant discrepancies in terms of form or arithmetic and grammar errors that have been corrected and whose correction has been agreed upon with the Procurement Participant that has submitted the Application for participation in the Request for Quotations in question.

10.7.3.2. Checking the Procurement Participant, inclusive of its legal capacity, reliability of information and documents submitted to the Request for Quotations, the absence of the Procurement Participant in the Register of Unfair Suppliers, the absence of overdue accounts receivable and / or outstanding obligations to the Customer under previously concluded contracts (inclusive of the structures affiliated with the Procurement Participant).

10.7.3.3. Checking the offered Goods, Works, and Services for compliance with the requirements of the Documentation of the Request for Quotations.

10.7.3.4. Rejection of Applications for participation in the Request for Quotations which, according to the members of the Tender Committee, do not comply with the requirements of the Request for Quotations on the merits, and adoption of the decision to deny the Procurement Participants who have submitted such Applications for participation in the Request for Quotations the participation in the Request for Quotations.

10.7.4. Applications for participation in the Request for Quotations shall be rejected from consideration and evaluation in the following cases:

10.7.4.1. Failure to submit the original copies and copies of documents as well as other data required by applicable provisions of the Documentation of the Request for Quotations.

10.7.4.2. Non-compliance of the Procurement Participant with the requirements for Procurement Participants established by applicable provisions of the Notice of the Request for Quotations and the Documentation of the Request for Proposals.

10.7.4.3. Non-compliance of the Applications for participation in the Request for Quotations with the requirements for Applications for participation in the Request for Quotations established in applicable provisions of the Notice of a Request for Quotations

10.7.4.4. Non-compliance of the offered Goods, Works, and Services with the requirements of the Documentation of the Request for Quotations.

10.7.4.5. Provision of false information as a part of the Application for participation in the Request for Quotations; intentional misrepresentation of information or documents included in the Application for participation in the Request for Quotations.

10.7.4.6. The presence of information about the Procurement Participant in the Register of Unfair Suppliers.

10.7.4.7. The presence of the Procurement Participant's overdue accounts receivable and / or outstanding obligations toward the Customer and its subsidiary companies (inclusive of structures affiliated with the Procurement Participant).

10.7.4.8. The presence of other negative information revealed by an inspection in compliance with applicable provisions of paragraph 10.7.3.2 hereof.

10.7.5. In the case of establishing the unreliability of the information contained in the Quotation Bid, establishing the fact of liquidation of the Procurement Participant or the arbitration court's decision to recognize the Procurement Participant as bankrupt and the opening of bankruptcy proceedings, the fact of the suspension of the activities of the Procurement Participant according to the procedure established in applicable provisions of the

Code of Administrative Offences of the Russian Federation, the fact of availability of overdue accrued taxes, fees, and other mandatory payments to the budgets of any level or to the state non-budgetary funds for the previous calendar year, the Procurement Participant shall be excluded from the Request for Quotations at any stage thereof.

10.7.6. Refusal of Applications for participation in the Request for Quotations on other grounds with the exception of the cases provided for in paragraphs 10.7.4 and 10.7.5 hereof shall not be permitted.

10.7.7. If the Application for participation in the Request for Quotations of only one Procurement Participant is declared to comply with the requirements of the Documentation of the Request for Quotations during the qualification stage, such a Procurement Participant shall be considered to be the only Participant. The Customer shall possess the right to conclude a contract with the Procurement Participant who has submitted such an Application for participation in the Request for Quotations under the conditions of the Documentation of the Request for Quotations, the draft contract, and the Application for participation in the Request for Quotations submitted by the Procurement Participant. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

10.7.8. If the Application for participation in the Request for Proposals of only one Procurement Participant is declared to comply with the requirements of the Documentation of the Request for Proposals during the stage of consideration and evaluation, such a Request for Quotations shall be considered invalid. This information shall be entered into the report on the results of the Procurement Procedure.

10.7.9. If all the Applications for participation in the Request for Proposals have been declared inconsistent with the requirements of the Documentation of the Request for Proposals during the stage of consideration and evaluation, the Customer shall possess the right to apply the provisions of paragraph 5.8.19 hereof.

10.7.10. The Winner of the Request for Quotations shall be the Procurement Participant that complies with the requirements specified in the Documentation of the Request for Quotations and that has submitted the Application for participation in the Request for Quotations that complies with all the requirements set forth the Documentation of the Request for Quotations and which contains the lowest price of the Goods, Works, and Services.

10.7.11. If the lowest price of the Goods, Works, and Services is offered by several Procurement Participants, the Winner of the Request for Quotations shall be the Participant whose Applications for participation in the Request for Quotations was received earlier than the Applications for participation in the Request for Quotations submitted by other Participants.

10.7.12. Based on the results of consideration and evaluation of Applications for participation in the Request for Quotation, the Tender Committee shall issue a report on the results of the Request for Quotations or a Competitive List. This report shall contain information in compliance with applicable provisions of paragraph 6.5.1 hereof as well as the name-based list of the members of the Tender Committee who are present at the meeting as well as the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants whose Applications have been considered as well as contract prices in Applications for participation in the Request for Quotations that have considered and evaluated.

The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the summation of the Request for Quotations and shall be approved by one of the heads of the Customer in compliance with its internal procedures.

10.7.13. The Customer shall upload this report into the Unified Information System within three days from the date of signing (approval).

10.7.14. The Competitive List shall, at least, contain the information on the name and

the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Procurement Participants whose Applications for participation in the Request for Proposals have been considered and the ranking of Applications for participation in the Request for Proposals according to the degree of preference. The Competitive List shall not be placed in the Unified Information System.

10.7.15. In case of refusal of the Winner of the Request for Quotations to conclude a contract, the Tender Committee may decide to conclude a contract with the Procurement Participant that has offered the same price as the Winner in the Application for participation in the Request for Quotations or whose contract price proposal includes the best conditions only second to those of the Winner. Such a decision shall be registered by means of a relevant report of the meeting of the Tender Committee.

10.7.16. The Contract with such a Procurement Participant shall be concluded under the terms of the draft contract attached to the Documentation of the Request for Quotations at the price offered by the Procurement Participant in its Application for participation in the Request for Quotations. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

10.7.17. In case of refusal of the Procurement Participant that has offered the same price as the Winner in the Application for participation in the Request for Quotations or whose contract price proposal includes the best conditions only second to those of the Winner to conclude a contract, the Customer shall possess the right to apply provisions of paragraph 5.8.19 hereof.

10.7.18. The Customer shall possess the right to refuse to conclude the contract without compensating the Winner or any other Participant of any costs incurred by them in connection with participation in the Request for Quotations without providing any reason.

10.7.19. In case of the refusal of the Customer to sign a contract with the Winner of the Request for Quotations and the Procurement Participant who has offered the same price as the Winner in its Application for participation in the Request for Quotations or whose contract price proposal includes the best conditions only second to those of the Winner to conclude a contract, the Customer shall place a corresponding notice in the Unified Information System.

10.8. Effects of Recognition of the Request for Quotations as Invalid

If the Request for Quotations is declared invalid and / or the contract is not concluded with the Procurement Participant that has submitted the only Application for participation in the Request for Quotations or that has been recognized to be the only Participant, the Customer shall possess the right to hold another Request for Quotations or to apply another procurement method.

10.9. Specifics of the Request for Quotations with Limited Participation

10.9.1. The Request for Quotations with limited participation shall be conducted according to the procedure for an Open Request for Quotations with due consideration of the provisions of this paragraph.

10.9.2. The Notice of a Request for Quotations with limited participation shall contain information provided by the requirements of paragraph 10.2.2 hereof as well as information about the fact that only the Procurement Participants who have passed the prequalification stage in compliance with the report on the results of preliminary selection shall be allowed to participate in the Request for Quotations.

10.10. Specifics of the Closed Request for Quotations

10.10.1. The Closed Request for Quotations shall be conducted according to the procedure for an Open Request for Quotations with due consideration of the provisions of this paragraph.

10.10.2. When conducting a Closed Request for Quotations, no Notice of a Closed Request for Quotations shall be required. Procurement Documentation and the changes thereto as well as clarification thereof shall not be subject to publication in mass media and placed on the Internet. The Customer shall send invitations to participate in a Closed Request

for Quotations on paper which comply with the requirements of applicable provisions of RI-GD-148Kh according to the compiled lists of persons / entities within the deadline established for the placement of a Procurement Notice in the Unified Information System. These invitations shall contain information stipulated by the requirements of paragraph 10.2.2 hereof.

10.10.3. When holding a Closed Open Request for Quotations, the following shall not be permitted: the provision of the Procurement Documentation and changes thereto, the submission of requests for clarification of the Procurement Documentation, the provision of such clarification in the form of electronic documents. Clarification of the provisions of the Procurement Documentation shall be communicated in writing by the Customer to all the persons who have been provided with Procurement Documentation with an indication of the subject of the request but without an indication of the Procurement Participant who has filed the request.

10.10.4. Reports generated on the basis of the results of the meeting of the Tender Committee shall be not published in mass media and put on the Internet. Within three business days from the date of signing of the report, the Customer shall send a copy of the relevant report to the Participants who have submitted Applications for participation in the Request for Quotations.

11. PROCEDURE FOR PROCUREMENT IN A FOREIGN STATE

11.1. For the purposes of the procurement of Goods, Works, and Services in a foreign state, the Customer shall not publish information about the Procurement (the Procurement Notice, the Procurement Documentation, and the draft contract) in the Unified Information System because the procurement is implemented from foreign suppliers.

11.2. In the course of procurement in a foreign state, the Customer or its authorized representative may apply all the methods and procedures provided for in RI-GD-148Kh and shall be guided by the procedures described in this section.

11.3. The document flow on the procurement procedures shall be implemented mainly in a foreign language.

11.4. In the course of procurement in a foreign state, the requirements for the application security shall be established in accordance with the current legislation of the state in which the procurement is implemented.

11.5. The deadline for the submission of proposals, the timing of procedures, and the requirements for the procurement shall be set in the Procurement Notice and the Procurement Documentation.

11.6. Submission of proposals for the procurement in a foreign state shall be implemented in any form provided for by RI-GD-148Kh at the address of the Customer or its authorized representative in the foreign state.

11.7. Procurement in a foreign state by a foreign legal entity (private individual) that acts on the basis of the contract concluded with the Customer for the provision of services on behalf of the Customer and represents the interests of the Customer shall not be permitted.

11.8. The Procurement Notice may be sent; applications, received; and examination and comparison of proposals, implemented by an authorized representative of the Customer in a foreign state.

11.9. The final decision on the evaluation and the comparison of applications for the procurement in a foreign state and the determination of the winner shall be made by the Tender Committee of the Customer based on a written expert report with the issuance of the corresponding report. The Tender Committee shall possess the right to disagree with the conclusions and the recommendations contained in the expert opinion, resubmit Bids for re-evaluation and re-comparison, invite other experts and specialists, or make an independent decision. The persons involved in the evaluation and the comparison of applications,

inclusive of the members of the Tender Committee, shall ensure the confidentiality of the evaluation process.

11.10. As a result of the Procurement, the Customer or its authorized representative in a foreign state may notify the Winner on the results for the subsequent conclusion of a procurement contract.

12. ELECTRONIC PROCUREMENT SPECIFICS

12.1. The general procedure for electronic procurement shall be the same as the regular procurement procedure, which can be implemented with the use of documents both on paper and in the electronic form.

12.2. In the course of electronic procurement procedures, the entire documents flow (the submission of an application, the change in the Procurement Notice and Documentation, the clarification of the Procurement Documentation etc.) shall be implemented in the electronic form.

12.3. Electronic procurement procedures shall be implemented with the use of the ETP.

12.4. The implementation of electronic procurement procedures shall be guided by the rules of the electronic platform on which the procurement is implemented.

12.5. The Electronic Procurement Notice shall mandatorily indicate the website, on which public procurement procedures is held in the electronic form.

12.6. Access of the Customer to applications submitted by Procurement Participants on the electronic trading platform shall only be possible at the end of the term of acceptance of applications referred to in the Procurement Documentation.

12.7. The list of electronically procured Goods, Works, and Services shall be defined by the Decision of the Government of the Russian Federation dated June 21, 2012 and registered under No. 616 "On the Approval of the List of Electronically Procured Goods, Works, and Services."

12.8. The Winner of the Electronic Procurement Procedure shall submit the original copy of the offer that corresponds to the offer submitted as part of the electronic procurement procedures with three days.

13. PRELIMINARY QUALIFICATION PROCEDURE

13.1. The General Preliminary Qualification Procedure

13.1.1. Preliminary qualification may be implemented for the purpose of public procurement procedures (Competitive Tenders, Auctions, Requests for Quotations, and Requests for Proposals) with limited participation.

13.1.2. Preliminary qualification may be implemented immediately prior to the procurement procedure or be separated from the procurement procedure in time.

13.1.3. For the purposes of the preliminary qualification procedure, it is necessary to:

13.1.3.1. Develop a Notice of the Preliminary Qualification (hereinafter referred to as the Preliminary Qualification) and the Documentation of the Preliminary Qualification and upload them to the Unified Information System.

13.1.3.2. Provide the necessary clarification in case of receipt of a request for clarification of the Documentation of the Preliminary Qualification from an Applicant.

13.1.3.3. Make changes in the Notice of the Preliminary Qualification and the Documentation of the Preliminary Qualification (if necessary).

13.1.3.4. Accept all the Applications submitted in time and according to the procedure established in applicable provisions of the Documentation of the Preliminary Qualification.

13.1.3.5. Consider Applications for Preliminary Qualification and select Participants.

13.1.3.6. Place reports on the Preliminary Qualification in the Unified Information

System.

13.2. Notice of the Preliminary Qualification

13.2.1. In the event of the Preliminary Qualification, the Customer shall upload the Notice of the Preliminary Qualification (hereinafter referred to as the Preliminary Qualification) and the Documentation of the Preliminary Qualification and the draft contract in the Unified Information System no later than fifteen business days before the deadline for the submission of Applications for participation in the Preliminary Qualification.

13.2.2. The Notice of the Preliminary Qualification shall contain the following information:

13.2.2.1. The description, the location address, the mailing address, and the email address of the Customer.

13.2.2.2. The subject matter of the contract for a future open procurement procedure.

13.2.2.3. Preliminary volumes of the delivery of Goods, the performance of Work, and the provision of Services.

13.2.2.4. The location of the future delivery of Goods, performance of Work, and provision of Services.

13.2.2.5. Preliminary information about the initial (ceiling) contract price (Lot price) (if necessary).

13.2.2.6. The time, the place, and the manner of presentation of the Documentation of Preliminary Qualification; the amount, the manner, and the time of payment of a fee being collected by the Customer for the presentation of the Documentation, if such fee shall be set by the Customer for the provision of the Documentation except where Documentation shall be provided as an electronic document.

13.2.2.7. Date of examination of Applications of Preliminary Qualification.

13.2.2.8. Information that in the course of the open procurement procedure only those participants that have successfully passed the preliminary qualification will be allowed to later participate in this procedure.

13.2.2.9. The date and the time of commencement and end of submission of Applications of the Preliminary Qualification.

13.2.2.10. At any time before the deadline for the submission of Applications of the Preliminary Qualification, the Customer shall possess the right to amend the Notice of the Preliminary Qualification at its own initiative or in response to an Applicant's request.

13.2.2.11. Within three business days from the date of adoption of the decision on the need to change the Notice of the Preliminary Qualification, the Customer shall upload such changes in the Unified Information System.

13.2.2.12. If changes to the Notice of the Preliminary Qualification are made later than five days before the deadline for the submission of Applications of the Preliminary Qualification, the deadline for the submission of Bids for the right to participate in the Preliminary Qualification shall be extended so that the period from the date of the placement of changes made to the Notice in the Unified Information System and until the date of the submission of Applications for the right to participate in the Preliminary Qualification is ten days or more.

13.3. Documentation of the Preliminary Qualification Procedure:

13.3.1. The Customer shall upload Documentation of the Preliminary Qualification to the Unified Information System simultaneously with the placement of the Notice of the Preliminary Qualification.

13.3.2. The information contained in the Notice of the Preliminary Qualification shall correspond to the information contained in the Documentation of the Preliminary Qualification.

13.3.3. The information specified in the Documentation of the Preliminary Qualification shall include without limitation the following data:

13.3.3.1. A brief description of the procured product and a summary of the material terms of the contract concluded as a result of open procedures.

13.3.3.2. Requirements for the content, form, design, and composition of the Application of the Preliminary Qualification.

13.3.3.3. The preliminary qualification procedure.

13.3.3.4. The procedure, the place, the date of commencement and end of submission of Applications of the Preliminary Qualification.

13.3.3.5. Requirements for Participants in the Preliminary Qualification and the list of documents to be submitted by Participants in the Preliminary Qualification in order to ensure their compliance with the specified requirements.

13.3.3.6. Forms, procedure, start and end date of the provision of clarification of the terms of the Documentation of the Preliminary Qualification to Participants in the Preliminary Qualification.

13.3.3.7. The date of summarizing of the Preliminary Qualification.

13.3.3.8. Criteria of the Preliminary Qualification.

13.3.3.9. The procedure for the evaluation and the comparison of Applications of the Preliminary Qualification.

13.3.3.10. The term for which Preliminary Qualification is implemented⁷ (if necessary).

13.3.3.11. Other information and requirements (if necessary).

13.3.4. The criteria for the Preliminary Qualification can include the following:

13.3.4.1. Availability of experience of the Procurement Participant in the field of performance of contracts of future procurement with a similar subject matter (the volume, the terms, the costs etc.).

13.3.4.2. Availability of production capacity of the Procurement Participant (if necessary).

13.3.4.3. Availability of processing equipment of the Procurement Participant (if necessary).

13.3.4.4. Availability of materials and equipment of the Procurement Participant.

13.3.4.5. Availability of labor resources of the Procurement Participant.

13.3.4.6. Availability of financial resources of the Procurement Participant.

13.3.4.7. Other criteria established by the Documentation of Preliminary Qualification.

13.3.5. At any time before the deadline for the submission of Applications of the Preliminary Qualification, the Customer shall possess the right to amend the Documentation of the Preliminary Qualification at its own initiative or in response to an Applicant's request.

13.3.5.1. Within three days from the date of adoption of the decision on the need to change the Documentation of the Preliminary Qualification, the Customer shall upload such changes in the Unified Information System.

13.3.5.2. If changes to the Documentation of the Preliminary Qualification are made later than five days before the deadline for the submission of the Documentation of the Preliminary Qualification, the deadline for the submission of Applications of the Preliminary Qualification shall be extended so that the period from the date of the placement of changes made to the Notice in the Unified Information System and until the date of the submission of Applications for the right to participate in the Preliminary Qualification is ten days or more.

13.3.6. Any Applicant shall possess the right to send a request for clarification of the

⁷ Preliminary Qualification may be implemented in accordance with the decision of the Customer for a subsequent specific open procedure (e.g., for a subsequent Competitive Tender with limited participation for the reconstruction of a permanent facility) and can be implemented for a fixed period of time, such as a year. In the latter case, the Customer can use the results of sampling and perform the procedures with limited participation repeatedly within a year after the qualification when conducting open procurement procedures for the Procurement Item specified in the Documentation of Preliminary Qualification.

Documentation of the Preliminary Qualification to the Customer in writing or in the electronic form no later than seven business days before the closing date for the submission of Applications of the Preliminary Qualification. The Customer shall send the clarification of the provisions of the Documentation to the applicant who has submitted the request within three days of the request for clarification and shall upload a copy of such clarification (without specifying the name or the address of the Applicant from which the request for clarification was received) in Unified Information System.

13.4. Cancellation of the Preliminary Qualification

13.4.1. The Customer shall possess the right to cancel the Preliminary Qualification at any time without thereby incurring any liability toward Procurement Participants, including the obligation of reimbursement of any costs associated with the preparation and the submission of Applications of the Preliminary Qualification.

13.4.2. In the event of adoption of a decision to cancel the Preliminary Qualification, the Customer shall distribute information about the cancellation of the Preliminary Qualification in the Unified Information System during the day following the date of such decision. The Customer shall assume no obligation nor liability in the event of failure of Applicants and Procurement Participants to familiarize themselves with the Notice of the Cancellation of the Preliminary Qualification.

13.5. Requirements for the Application of the Preliminary Qualification

13.5.1. In order to participate in the Preliminary Qualification, the Applicant shall prepare an Application of the Preliminary Qualification in full compliance with the requirements of the Documentation of the Preliminary Qualification.

13.5.2. Requirements for the form, content, and composition of the Application for Preliminary Qualification shall be established in applicable provisions of the Documentation of the Preliminary Qualification.

13.6. The Procedure for Receipt of Applications of the Preliminary Qualification

13.6.1. From the date of the placement of a Notice in the Unified Information System and until the deadline for the submission of Applications of the Preliminary Qualification as specified in the Notice of the Preliminary Qualification, the Customer shall receive Applications of Preliminary Qualification.

13.6.2. To participate in the Preliminary Qualification, Applicants shall submit their Applications of the Preliminary Qualification in a sealed envelope using the form and according to the procedure established by applicable provisions of the Documentation of the Preliminary Qualification.

13.6.3. Every Applicant shall possess the right to submit only one Application of the Preliminary Qualification.

13.6.4. All Applications of the Preliminary Qualification that are received before the deadline for Applications of the Preliminary Qualification shall be registered by the Customer. At the request of the Participant, the Customer shall issue a written acknowledgement of receipt of the envelope with the Application of the Preliminary Qualification with an indication of the date of receipt.

13.6.4.1. The receipt of an improperly sealed Application for participation in the Request for Quotations shall be correspondingly noted on the receipt.

13.6.4.2. The Customer shall ensure the confidentiality of the information contained in the submitted Applications of the Preliminary Qualification until the summation of the Preliminary Qualification and for one year from the date of the summation of the Preliminary Qualification unless otherwise determined by applicable provisions of the local regulatory documents of the Customer.

13.6.5. Procurement Participants shall possess the right to modify or to withdraw a previously submitted Application of the Preliminary Qualification according to the procedure established in applicable provisions of the Documentation of the Preliminary Qualification.

Modification and / or withdrawal of Applications of the Preliminary Qualification after the deadline for the submission of Applications of the Preliminary Qualification as established by the Documentation of the Preliminary Qualification shall not be permitted.

13.6.6. If the Customer has only received one Application of the Preliminary Qualification or no Applications of the Preliminary Qualification have been submitted at the end of the deadline for the submission of Applications of the Preliminary Qualification established by applicable provisions of the Documentation of the Preliminary Qualification, the Preliminary Qualification shall be declared invalid.

13.6.7. Applications of the Preliminary Qualification received by the Customer after the deadline for the submission of Applications of the Preliminary Qualification established by the Documentation of the Preliminary Qualification shall not be considered and shall be forwarded to the Procurement Participants who have submitted such Applications of the Preliminary Qualification within three business days of receipt of Applications of the Preliminary Qualification without disturbing the integrity of the envelope in which such Applications of the Preliminary Qualification were submitted.

13.7. Consideration of Applications of Preliminary Qualification; Selection of Participants

13.7.1. At the end of the deadline for the submission of Applications of the Preliminary Qualification, the Tender Committee shall open the envelopes with Applications of the Preliminary Qualification and shall consider Applications of the Preliminary Qualification submitted by Procurement Participants whose Applications of the Preliminary Qualification were opened in order to determine the compliance of each Procurement Participant with the requirements established by applicable provisions of the Documentation of the Preliminary Qualification and the compliance of the Preliminary Qualification Application of the Preliminary Qualification submitted by such a Procurement Participant with the requirements established by applicable provisions of the Documentation of the Preliminary Qualification.

13.7.2. The following actions shall be implemented in the course of consideration of Applications of the Preliminary Qualification:

13.7.2.1. Requesting Procurement Participants to clarify the provisions of Applications of the Preliminary Qualification and to submit missing documents (if necessary). Nevertheless, requests or requirements to submit the missing documents that are aimed at changing the existing Applications of the Preliminary Qualification, inclusive of changes in the commercial conditions (price, currency, terms and conditions of delivery, or delivery or payment schedule, and other commercial terms) or technical specifications of the Application of the Preliminary Qualification (the list of proposed goods, their specifications, and other technical conditions), shall not be permitted. Requests for amendment or provision of absent security shall not be permitted.

13.7.2.2. Correction of arithmetic, grammar, and other obvious errors that are identified during the review of Auction Bids with the obligatory notification of any such correction by the Procurement Participant that has submitted the appropriate Auction Bid and receipt of the Procurement Participant's consent in writing.

13.7.2.3. Validation of Procurement Participants in terms of compliance with the requirements of the Customer and validation of their Applications in terms of compliance with the requirements of the Documentation for the registration of Applications; in this case, the Applications shall be considered to comply with the requirements of the Documentation even if they contain insignificant discrepancies in terms of form or arithmetic and grammar errors that have been corrected and whose correction has been agreed upon with the Procurement Participant that has submitted the Application in question.

13.7.2.4. Checking the Procurement Participant, inclusive of its legal capacity,

reliability of information and documents submitted to the pre-qualification selection, the absence of the Procurement Participant in the Register of Unfair Suppliers, the absence of overdue accounts receivable and / or outstanding obligations to the Customer under previously concluded contracts (inclusive of the structures affiliated with the Procurement Participant).

13.7.2.5. Checking the offered Goods, Works, and Services for compliance with the requirements of the Documentation of the Preliminary Qualification.

13.7.2.6. Rejection of Applications of the Preliminary Qualification which, according to the members of the Tender Committee, do not comply with the requirements of the Preliminary Qualification on the merits, and adoption of the decision to deny the Procurement Participants who have submitted such Applications of the Preliminary Qualification the status of Participants who have passed the Preliminary Qualification.

13.7.3. Upon the consideration of Applications, the Tender Committee shall make a decision on the inclusion of a Participant into the list of Participants who have passed the Preliminary Qualification (hereinafter for the purposes of this section referred to as the List) or to deny the inclusion of the Participant in this list with the issuance of a corresponding report.

13.7.4. The Procurement Participant will be denied inclusion in the list of Participant who have passed the Preliminary Qualification in the following cases:

13.7.4.1. Failure to submit the original copies and copies of documents as well as other data required by applicable provisions of the Documentation of the Preliminary Qualification.

13.7.4.2. Non-compliance of the Procurement Participant with the requirements for Procurement Participants established by applicable provisions of the Documentation of the Preliminary Qualification.

13.7.4.3. Non-compliance of the Application with the requirements for Applications established by the Documentation of the Preliminary Qualification.

13.7.4.4. Provision of false information as a part of the Application for participation in the Request for Proposals; intentional misrepresentation of information or documents included in the Application for participation in the Request for Proposals.

13.7.4.5. Failure to submit clarification of the Application of the Preliminary Qualification at the request of the Tender Committee.

13.7.4.6. The presence of information about the Procurement Participant in the Register of Unfair Suppliers.

13.7.4.7. The presence of the Procurement Participant's overdue accounts receivable and / or outstanding obligations toward the Customer and its subsidiary companies (inclusive of structures affiliated with the Procurement Participant).

13.7.4.8. The presence of other negative information revealed by an inspection in compliance with applicable provisions of paragraph 13.7.2.4 hereof.

13.7.5. Refusal to allow the participation in the Preliminary Qualification on other grounds not specified in applicable provisions of paragraph 22.7.4 hereof shall not be permitted.

13.7.6. When considering the Applications for Preliminary Qualification, the Tender Committee may request that Participants provide clarification or additions to their Applications, inclusive of submission of additional documents.

13.7.7. Upon the completion of consideration of Applications and the selection of Participants, the members of the Tender Committee shall prepare a list of Participants who have passed the Preliminary Qualification.

If the consideration of Applications of the Preliminary Qualification results in a decision on the non-compliance of all the Applications with the requirements of the Documentation of the Preliminary Qualification or on the compliance of only one Application with the requirements of the Documentation of the Preliminary Qualification, the Preliminary

Qualification shall be declared invalid.

13.7.8. Based on the results of consideration of Applications and the selection of Participants, the Tender Committee shall compile a report with the information on the name and the location (for legal entities) or the surname, the name, the patronymic, and the place of residence (for private individuals) of Participants included in the list of persons / entities that have passed the Preliminary Qualification.

13.7.9. The report shall be signed by the members of the Tender Committee who are present at the meeting on the day of the summation of the Preliminary Qualification.

13.7.10. The Customer shall upload this report into the Unified Information System within three days from the date of signing.

13.8. Effects of the Recognition of the Preliminary Qualification as Invalid

In case of the recognition of the Preliminary Qualification as invalid, the Customer shall possess the right to hold another Preliminary Qualification while changing its conditions.

13.9. Specifics of the Preliminary Qualification for an Unlimited Period of Submission of Applications and the Implementation of Procedures according to the Results of Such Qualification

13.9.1. According to the decision of the Customer, Preliminary Qualification for an unlimited time period can be implemented for the purposes of Procurement of the necessary range of aviation equipment.

13.9.2. As a result of this qualification, a list of suppliers of PJSC "Aeroflot" with which the Customer plans to conclude a framework contract for the supply of the required range of air-technical property as of the last day of each month shall be placed at the official website of the Customer.

13.9.3. Competitive Procurement Procedures based on the results of Preliminary Qualification with an unlimited period of submission of Applications shall be implemented on the electronic trading platform of PJSC "Aeroflot."

13.9.4. Based on the results of this qualification, only suppliers with which PJSC "Aeroflot" has signed a framework agreement for the supply of the required range of air-technical property can participate in Competitive Procedures with limited participation.

13.9.5. Information on the holding of such Competitive Procurement Procedures shall be uploaded to the Unified Information System and shall be used for indication purposes.

13.9.6. For the purposes of participation in the Procurement Procedures for the required air-technical property as a result of Preliminary Qualification, a Procurement Notice for the air-technical property shall be sent by e-mail to all the suppliers included in the list of suppliers of PJSC "Aeroflot" on this range of products.

13.10. Specifics of the Procurement Procedures for Services for the Purposes of Marketing Advertising

13.10.1. In case of implementation of a Restricted Competitive Tender for the provision of advertising and marketing services, the Customer may provide for a possibility for Procurement Participants to compensate for their costs incurred due to the preparation of Competitive Bids for the Procurement Item in the Procurement Documentation.

13.10.2. The amount of reimbursable expenses shall be stipulated in the Procurement Documentation.

14. PROCEDURE FOR PROCUREMENT FROM A SINGLE SUPPLIER (PERFORMER, CONTRACTOR)

14.1. The General Procedure for Procurement from a Single Supplier (Performer, Contractor)

14.1.1. For the purposes of the Procurement of Goods, Works, and Services from a single Supplier (Performer, Contractor), it shall be necessary to:

14.1.2. Conclude a Contract with a Single Supplier (Performer, Contractor).

Justify the need for the Customer to enter into a contract with a single Supplier (Performer, Contractor), the initial (ceiling) contract price, and the selection of a particular Supplier (Performer, Contractor), with which such an agreement is concluded.

14.1.3. Upload the Notice of the Procurement from a single Supplier (Performer, Contractor), the Documentation of the Procurement from a single Supplier (Performer, Contractor), and a draft contract to the Unified Information System.

14.2. Notice and Documentation of the Procurement from a Single Supplier (Performer, Contractor)

14.2.1. The Notice of the Procurement from a single Supplier (Performer, Contractor) and the Documentation of the Procurement from a single Supplier (Performer, Contractor) shall be used for indication purposes and shall not imply when uploaded to the Unified Information System the submission of any applications, documents, and information by Procurement Participants.

14.2.2. The Notice of the Procurement from a single Supplier (Performer, Contractor) shall be compiled according to the form of Annex No. 1 to RI-GD-148Kh.

14.2.3. The Documentation of the Procurement from a single Supplier (Performer, Contractor) shall be compiled according to the form of Annex No. 2 to RI-GD-148Kh.

14.2.4. The Procurement Notice and the Procurement Documentation shall be accompanied by a draft contract to be concluded as a result of the Procurement, which shall constitute an integral part of the Procurement Notice and Documentation and on the basis of which a contract shall be concluded with a single Supplier (Performer, Contractor) without (or with specifying, at the discretion of the Customer) of the counterparty thereunder as well as of the information on this counterparty.

14.2.5. The Procurement Notice, the Procurement Documentation, and the draft contract for the purchase from a single Supplier (Performer, Contractor) shall be general in nature and shall be uploaded to the Unified Information System within three business days from the date of conclusion of the contract.

The Customer shall possess the right to upload information on the Procurement from a single Supplier (Performer, Contractor) at the written request of the counterparty regardless of the provisions of paragraph 14.2.5 hereof. In this case, the composition of the information to be disclosed in the Unified Information System shall be agreed between the Customer and the counterparty.

15. PROCEDURE FOR DIRECT SINGLE-SOURCE PROCUREMENT

15.1. The Procedure for Direct Single-Source Procurement

15.1.1. For the purposes of the Procurement of Goods, Works, and Services by means of the Direct Single-Source Procurement, it shall be necessary to:

15.1.1.1. Enter into a contract with the counterparty.

15.1.1.2. Upload a Notice of the Direct Single-Source Procurement, the Documentation of the Direct Single-Source Procurement, and a draft contract to the Unified Information System.

15.2. Notice and Documentation of the Direct Single-Source Procurement

15.2.1. The Notice and the Documentation of the Direct Single-Source Procurement shall be used for indication purposes and shall not imply when uploaded to the Unified Information System the submission of any applications, documents, and information by Procurement Participants.

15.2.2. The Notice of the Direct Single-Source Procurement shall be compiled according to the form of Annex No. 1 to RI-GD-148Kh.

15.2.3. The Documentation of the Direct Single-Source Procurement shall be compiled according to the form of Annex No. 2 to RI-GD-148Kh.

15.2.4. The Procurement Notice and the Procurement Documentation shall be accompanied by a draft contract to be concluded as a result of the Procurement, which shall constitute an integral part of the Procurement Notice and Documentation and on the basis of which a contract shall be concluded with a counterparty without (or with specifying, at the discretion of the Customer) of the counterparty thereunder as well as of the information on this counterparty.

15.2.5. The Procurement Notice, the Procurement Documentation, and the draft contract for the Direct Single-Source Procurement shall be general in nature and shall be uploaded to the Unified Information System within three business days from the date of conclusion of the contract.

The Customer shall possess the right to upload information on the Procurement from a single Supplier (Performer, Contractor) at the written request of the counterparty regardless of the provisions of paragraph 15.2.5 hereof. In this case, the composition of the information to be disclosed in the Unified Information System shall be agreed between the Customer and the counterparty.

16. PROCEDURE FOR MINOR PROCUREMENT

16.1. For the purposes of the Procurement of Goods, Works, and Services by means of the Minor Procurement, it shall be necessary to:

16.2. In the course of Minor Procurement, the Customer shall not compile nor upload a Procurement Notice, the Documentation of the Minor Procurement, and a draft contract to the Unified Information System.

16.3. In the course of Minor Procurement, the Customer shall possess the right to conduct a market analysis in order to determine the price for the contract to be concluded with the counterparty. During the market analysis, the Customer shall possess the right to use the information obtained from the suppliers upon request as well as other information.

17. INSURANCE SERVICES PROCUREMENT SPECIFICS

17.1. Main Insurance Services Procurement Specifics

17.1.1. The specifics set forth in this section shall apply to the Procurement of the following types of insurance services:

property insurance (except the insurance of aircraft, aircraft engines, and spare parts), including cargo and real estate; insurance of construction risks;

insurance against accidents and illnesses;

voluntary medical insurance;

vehicle insurance (CASCO);

liability insurance of operating companies (nuclear facilities);

liability insurance of the use of non-residential premises;

liability insurance of the owner of a temporary storage warehouse (a customs warehouse);

mandatory insurance of civil liability of vehicle owners (CMTPL);

liability insurance for the damage during the operation of hazardous production facilities;

insurance of liability of directors, officers, and the company (D&O); comprehensive insurance (death / missing and damage) of aircraft, aircraft engines, spare parts, and airline liability to the passengers of the aircraft for damage to life, health, baggage, and personal belongings of the passengers, to third parties for damage to life, health, property of third parties, to the shipper and the consignee, comprehensive insurance (death / missing and damage) of the aircraft against military and associated risks, in accordance with clause LSW555D of the London market or its analog, airline liability insurance against military and

related risks in accordance with clause AVN52E of the London market or its analog, insurance of the risk of damage to the aircraft within the standard deductible, Casco risk insurance only against the total loss / missing (TLO), compulsory liability insurance of the carrier for damage to life, health, property of passengers in accordance with the Federal Law dated June 14, 2012 and registered under No. 67-FZ "On Mandatory Insurance of Civil Liability of the Carrier for Damage to Life, Health, and Property of Passengers and on the Procedure of Compensation for such Damage Caused during Underground Transportation" (hereinafter referred to as the insurance of aviation risks).

17.1.2. In order to optimize the insurance coverage of the airline and the procurement of insurance services, PJSC "Aeroflot" implements preliminary qualification of suppliers of such services and, if necessary, of insurance brokers prior to the insurance procurement procedures.

17.1.3. Preliminary qualification for each type of insurance services (except for the aviation risk insurance) shall be implemented by PJSC "Aeroflot" centrally in accordance with applicable laws, local regulations of PJSC "Aeroflot," its affiliated entities engaged in the Procurement of the appropriate type of insurance services for a period not exceeding three years.

17.1.4. For the reinsurance of aviation risks, PJSC "Aeroflot" shall perform centralized selection of organizations engaged in broker functions (one or more legal entities) for reinsurance together with a Russian insurance company. The Russian insurance company that provides services of aviation risk insurance shall be appointed by the Director General of PJSC "Aeroflot."

17.1.5. The Request for Proposals (Quotations) of the broker hired in the framework of aviation risks reinsurance protection shall be performed by of PJSC "Aeroflot" together with a Russian insurance company in a centralized manner for the benefit of the airline and its affiliated entities.

17.2. Features of the Preliminary Qualification Procedure for Providers of Insurance of PJSC "Aeroflot"

17.2.1. A Notice of Preliminary Qualification shall indicate the information specified in applicable provisions of paragraph 13.2.2 hereof.

17.2.2. If PJSC "Aeroflot" has selected more than one supplier as a result of the Preliminary Qualification for a particular type of insurance services, the Customer shall procure insurance services with due consideration of the provisions of this section using the Procurement Procedures (the Request for Proposals). All the suppliers that have passed the Preliminary Qualification for a particular type of insurance services shall be permitted to participate in the Procurement Procedures.

17.2.3. Suppliers that have not passed or have not taken the Preliminary Qualification shall not become a Procurement Participant.

17.2.4. If PJSC "Aeroflot" has selected one provider of insurance services on the basis of the results of the placement of an order for a particular type of insurance services, the Customer shall possess the right to conclude an agreement (under the terms of qualification used by PJSC "Aeroflot") with this Participant without the use of Competitive Procurement Procedures.

17.3. Content of the Procurement Documentation in the Procurement of Insurance Services

17.3.1. The Documentation of the Procurement of insurance services shall be prepared in accordance with the requirements of RI-GD-148Kh and the current legislation of the Russian Federation that regulates the relevant type of insurance.

17.3.2. In addition to the requirements established by the relevant sections of RI-GD-148Kh for each procurement procedure, the Procurement Documentation shall contain the following information:

- a) the information about the object insured;
- b) the minimum list of insurance risks;
- c) the requirements for the term of validity of the insurance policy; d) the insurance limit;
- e) the requirements for the franchise;
- f) other insurance conditions that are of essence to the Customer.

17.3.3. In addition to the information specified in applicable provisions of paragraph 17.3.2 hereof, the Documentation of the procurement procedures in the field of construction risk and property insurance shall include the following information:

- a) the value of the object insured (the insurance sum); b) the type and the maximum amount of the franchise;
- c) the minimum amount of the limit of liability for a single insurance claim.

17.3.4. In addition to the information specified in applicable provisions of paragraph 17.3.2 hereof, the Documentation of the procurement procedures in the field of voluntary health insurance shall include the following information:

- a) the number of insured persons and their deployment;
- b) the categories of insured employees depending on the job position;
- c) the minimum requirements for the voluntary medical insurance program with the inclusion of the basic package of health services;
- d) the minimum list of healthcare institutions.

17.3.5. In addition to the information specified in applicable provisions of paragraph 17.3.2 hereof, the Documentation of the Procurement Procedures in the field of insurance against accidents and diseases shall contain information on the minimum list of insurance risks for different categories of insured persons.

17.3.6. In case of the placement of an order for the provision of voluntary health insurance, the Application for the procurement shall include an explanatory note of the Participant that shall contain information about the presence of round-the-clock consulting and dispatch departments, information on the availability of structural subdivisions of the insurance provider in the area of deployment of insured persons, and information on the availability of personnel for the preparation of accounting data according to the prescribed form.

18. SPECIFICS OF THE PROCUREMENT PROCEDURES FOR CREATING A LITERARY OR ARTISTIC WORK; PERFORMANCE OF A LITERARY OR ARTISTIC WORK

18.1. Conclusion of a contract for the creation of a work of literature or art (hereinafter referred to as the Creative Product), the performance of the work of art shall be implemented by means of a Competitive Tender, a Request for Proposals, or the Procurement in a foreign state with due consideration of the features set forth in this section.

18.2. The Procurement for the conclusion of a contract for the creation and / or execution of the following Creative Products shall be implemented in accordance with this section:

- a) literary work;
- b) dramatic and musical and dramatic work; scripted work;
- c) choreographic work and pantomimes;
- d) musical work with or without text; e) audiovisual work;
- f) works of painting, sculpture, graphics, design; graphic novels, comics and other works of fine art;
- g) work of applied art and stage design;
- h) architectural designs, projects of urban planning, and lawn and garden art;
- i) photographic work and work obtained by the processes analogous to photography;

j) derivative work of art;

l) composite work (except databases) that represent creative work through the selection or the arrangement of its materials.

18.3. For the purposes of this section, the term "architectural designs, projects of urban planning, and lawn and garden art" shall refer to external and internal appearance of an object, its spatial, leveling, and functional organization fixed in the form of diagrams or layouts or otherwise disclosed with the exception of design documents.

18.4. The provisions of this section shall not apply to the cases of placement of an order for the execution of work on the creation of programs for electronic computers and databases.

18.5. Procurement Notice Features. The Customer shall possess the right to send an invitation for entities that are able to create literary and art work to participate in the procurement and performance, which are the subject matter of the contract. At the same time, the persons (entities) who are in receipt of such invitations shall take part in Competitive Tenders and Requests for Proposals under the same conditions as other Procurement Participants.

18.6. Contents of the Tender Documentation and the Documentation of the Request for Proposals in case of procurement of a Creative Product:

18.6.1. Tender Documentation and the Documentation of the Request for Proposals shall contain the requirements specified by the Customer with respect to the Creative Product and the performance of the Creative Product whose creation is the subject matter of the contract.

18.6.2. In addition to the information specified in applicable provisions of paragraphs 6.4, 7.3.2, and 9.3.3 hereof, Tender Documentation and the Documentation of the Request for Proposals shall contain the following data:

a) requirements for the content, shape, and composition of the application, including the application submitted as an electronic document, and instructions for its completion;

b) the terms of the creation of the Creative Product, the date and the place of creation of its performance;

c) the requirement for the description of placement of the order for or the performance of the Creative Product by Participants if the subject matter of the contract is, respectively, the creation of the Creative Product and / or the requirements for the presentation of projects (sketches, layouts, drawings, images etc.) of these Creative Products (hereinafter for the purposes of this section referred to as the Creative Product Project) and the demonstration of a part of the performance;

d) the criteria for the evaluation of applications established according to applicable provisions of paragraph 18.9.3 hereof;

e) the procedure, the place, and the dates of commencement and the end as well as the procedure, the place of provision of Creative Product projects, the demonstration of a part of performance, and the form of such Creative Product Projects (if necessary). In this case, Creative Product Projects shall be provided to the Procurement Participants simultaneously with the submission. Any term of demonstration of a part of performance can be established from the day of the deadline for the submission of applications and until the day of the end of the consideration of such applications. Tender Documentation and the Documentation of the Request for Proposals may provide for a requirement for the re-demonstration of a part of the performance in any period since the date of the commencement and until the end of the end of the evaluation and comparison of applications.

18.6.3. The Customer shall possess the right to include the possibility to conclude contracts by the Customer for the creation of literary works or works of art with a few Procurement Participants in the Documentation for the Procurement if the contract is concluded for the creation of two or more literary works or works of art.

18.7. Features of the submission of applications for the participation in the Procurement Procedure for Creative Products and the performance of Creative Products.

18.7.1. The application shall comply with the requirements established by applicable provisions of the Procurement Documentation.

18.7.2. Along with documents specified in applicable provisions of paragraph 5 or 9.5 hereof, the application shall contain a description of the Creative Product whereof the creation is the subject matter of the contract if the requirement for a description of such a product and its performance is provided by the Procurement Documentation.

18.7.3. If several people plan the creation of a Creative Product or the performance thereof, which is the subject matter of the contract, through the joint creative work, these citizens shall submit one application and shall be viewed as one Procurement Participant.

18.7.4. If only one application has been submitted at the end of the deadline for the submission of applications, the envelope with this application shall be opened and the said application as well as the provided Creative Product project or the demonstration of a part of the performance (if the requirement for the demonstration of such a project or for the performance is established in applicable provisions of the Procurement Documentation) shall be considered according to the procedure established by paragraphs 7.9.3 or 9.9 hereof. If the specified application and Creative Product project, a demonstration of a part of the performance comply with the relevant requirements and conditions stipulated in the Procurement Documentation, the Customer shall possess the right to transfer the draft contract, which shall be constituted by including the terms of performance of the contract proposed by the Procurement Participant in the Application, into the draft contract attached to the Procurement Documentation to the Procurement Participant that has submitted the only application within three business days from the date of the application. At the same time, the contract shall be concluded with a Procurement Participant that has submitted the said Application under the conditions and at the contract price provided for by the Application of the Procurement Participant and the Procurement Documentation; however, this contract price must not exceed the initial (ceiling) contract price (Lot price) specified in the Procurement Notice. In this case, the Procurement Participant that has submitted this Application shall not possess the right to refuse to conclude the contract with the Customer.

18.8. Features of opening of envelopes with applications for the participation and features of the consideration of such applications and provided Creative Products (literary works or works of art, film projects) and demonstrations of a part of performance.

18.8.1. The Tender Committee shall open envelopes with Applications that were received by the Customer within the term specified in applicable provisions of the Procurement Documentation.

18.8.2. The Tender Committee shall consider the received applications and granted Creative Product projects, demonstrations of a part of performance if the requirement for the provision of such projects, demonstrations of a part of performance is established by applicable provisions of the Procurement Documentation (hereinafter for the purposes of this section referred to as the Consideration of the Application) as well as for their compliance with and conformity of Participants to the procurement requirements established in applicable provisions of the Procurement Documentation.

18.8.3. If a Competitive Tender or a Request for Proposals has been declared invalid and only one Procurement Participant has filed an Application and has been recognized as a Bidder or a Participant in the Request for Proposals, the Customer shall possess the right to transfer a draft contract, which shall be constituted by including the conditions of performance of the contract proposed by the Procurement Participant in the Bid or Application into the draft contract attached to the Procurement Documentation to such a Participant within three business days from the date of signing of the report on the procurement results. At the same time, the contract shall be concluded under the conditions and at the contract price provided

for by the Application of the Procurement and the Procurement Documentation; however, this contract price must not exceed the initial (ceiling) contract price (Lot price) specified in the Procurement Notice. In this case, the Procurement Participant shall not possess the right to refuse to conclude the contract with the Customer.

18.9. Features of the Evaluation and the Comparison of Procurement Bids, the Provided Projects, and the Demonstration of a Part of Performance.

18.9.1. The Tender Committee shall implement the evaluation and the comparison of Competitive Tender Bids submitted by Procurement Participants that have been recognized as Bidders as well as the provision of Creative Product projects, demonstrations of a part of the performance by such Participants if the requirement for such Creative Product projects and demonstrations of a part of the performance are established by the Tender Documentation (hereinafter for the purposes of this section referred to as the Evaluation and the Comparison of Competitive Tender Bids). The term of the the Evaluation and the Comparison of Competitive Tender Bids shall not exceed sixty days from the date of signing of the Protocol for the consideration of Competitive Tender Bids.

18.9.2. The evaluation and the comparison of Procurement Bids shall be implemented by the Tender Committee in order to identify the conditions of performance of the contract in accordance with the criteria established by the Tender Documentation.

18.9.3. The Customer shall possess the right to establish the following evaluation and comparison criteria for the Procurement Participation Applications:

- a) the artistic and cultural importance of the Creative Product whereof the creation constitutes the subject matter of the contract;
- b) the qualitative characteristics of the Creative Product; the quality of performance;
- c) the terms of the creation of Creative Product, the date and the place of creation of the performance;
- d) qualification of participants; work experience in the corresponding field of literary works or the works of art;
- e) the contract price.

18.9.4. The use of criteria for the evaluation of Competitive Tender Bids other than provided by the Tender Documentation shall not be permitted. In this case, the total value of the criteria specified in items a), b) and d) of paragraph 18.9.3 hereof shall not exceed 45 pct.

18.9.5. Based on the results of the evaluation and the comparison of Procurement Bids, each Bid shall be assigned a sequence number relative to the other Bids based on the reduction of the degree of profitability of contract performance conditions contained therein. The Competitive Tender Bid that contains the best combination of contract performance conditions shall be assigned the first place. If the Tender Documentation provides for the right of the Customer to conclude contracts for the creation of Creative Products with several Procurement Participants, the Tender Committee shall possess the right to assign the first place to multiple Competitive Tender Bids. In this case, the number of Competitive Tender Bids that were assigned the first number shall not exceed the number of literary works or the works of art whereof the creation is the basis for the Procurement.

19. CONTRACT CONCLUSION AND IMPLEMENTATION

19.1. As a result of the procurement of Goods, Works, and Services, the Customer and the Winning Bidder (Winner) shall conclude a contract on the basis of the draft contract in accordance with applicable the requirements of paragraph 6.8 hereof.

19.2. A contract in writing may be concluded by drafting a single document signed by the parties as well as through an exchange of letters, telegrams, telex and facsimile messages, and other documents, including electronic documents transmitted via communication channels that allow to establish reliably that the document arrives from a party to the contract.

19.3. Electronic documents that are transmitted via communication channels shall refer to the information generated, sent, received, or stored by means of electronic, magnetic, optical, or similar equipment, including the exchange of information in the electronic form and email communications.

19.4. In case of refusal of the Winning Bidder (Winner) to sign the contract, the Customer shall possess the right either to petition the courts to compel the Winning Bidder (Winner) to conclude the contract as well as to compensate for the damages caused by the refusal to conclude the contract or to conclude a contract with another Participant subject to the availability of the corresponding provision in the Procurement Documentation.

19.5. The term of conclusion of the contract by the Winning Bidder (Winner) (Procurement Participant with whom the contract shall be concluded) shall be determined by the Procurement Documentation or on the basis of other reasonable terms depending on the actual circumstances.

19.5.1. The Winning Bidder or another Participant with whom a contract is concluded who refuses to provide a signed contract within the period specified in the Procurement Documentation shall be considered to refuse from conclusion of the contract.

19.5.2. The Winning Bidder or another Participant with whom a contract is concluded who refuses to provide a security for fulfillment of contractual obligations (if required by the documentation) within the period specified in the Procurement Documentation shall be considered to refuse from conclusion of the contract.

19.5.3. In case of the failure of the Winning Bidder (Winner) or another Participant with whom a contract is concluded (with the exception of Participants that are public authorities and state and municipal institutions, and unitary enterprises) to provide the information in respect of the entire chain of owners, inclusive of beneficiaries (inclusive of ultimate beneficiaries), and the composition of the executive bodies within one week after the date of the placement of the report that determines the right of the Winning Bidder (Winner) or another Participant to conclude the contract in the Unified Information System, the Winning Bidder (Winner) or another Participant shall be deemed to have refused to conclude the contract.

If the Participant with whom the contract shall be concluded discloses information about its owners on public sources in accordance with the current legislation, the information shall be deemed to be presented properly after the placement thereof in the public part of the official website of the Procurement Participant or the Central Bank of the Russian Federation.

19.5.4. If the Procurement Documentation provides for the presentation of a tender security for participation in the procedure, the Customer shall retain such a security upon the occurrence of the circumstances specified in applicable provisions of paragraphs 19.5.1, 19.5.2, and 19.5.3 hereof.

19.6. The contract conclusion deadline on the basis of procurement results shall not exceed 180 days from the date of summarization of the procurement procedure.

19.7. If the procurement documentation established the requirement of provision of a security for performance of contractual obligations, the contract shall only be concluded after the Procurement Participant with whom the contract is concluded has provided the above security according to the procedure, form, and in the amount specified in applicable provisions of the Procurement Documentation.

19.8. After determining the Procurement Participant with which a contract will be concluded in accordance with RI-GD-148Kh within the period provided for the conclusion of a contract, the Customer shall possess the right to refuse to enter into a contract with such a Procurement Participant if the following facts are determined to apply to the latter:

19.8.1. Implementation of liquidation of the Procurement Participant that is a legal entity and the presence of an arbitrament on insolvency (bankruptcy) of the Procurement Participant (a legal entity or a private entrepreneur) and on opening of bankruptcy

proceedings.

19.8.2. Suspension of activities of the Procurement Participant according to the procedure stipulated by the Code of Administrative Offenses of the Russian Federation.

19.8.3. Provision of false information in the documents submitted by the Procurement Participant.

19.8.4. Seizure of the property of the Procurement Participant imposed by a court decision.

19.8.5. The presence of delinquent taxes, fees, other obligatory payments to the budget system of the Russian Federation from the Procurement Participant (except the amounts in respect whereof postponing, extension, investment tax credits have been provided in accordance with the applicable provisions of the current legislation of the Russian Federation on taxes and fees, which have been restructured in accordance with the applicable provisions of the current legislation of the Russian Federation, in respect whereof a court decision on the recognition of the applicant's obligation to pay these sums as performed or deemed to be uncollectible in accordance with the applicable provisions of the current legislation of the Russian Federation on taxes and fees have entered into force) for the previous calendar year.

19.9. In coordination with the Performer of the contract, the Customer shall possess the right to change or to terminate the contract in the event of a material change in the circumstances that were in force at the conclusion of the contract in accordance with the applicable provisions of the Civil Code of the Russian Federation.

In the event of a failure to reach an agreement on amendments to the contract due to the substantially changed circumstances or termination of the contract, the latter may be terminated or modified by a court according to the procedure and on the grounds provided for by the Civil Code of the Russian Federation.

19.10. The Customer shall possess the right unilaterally to refuse from performance of its obligations under the contract on the grounds provided by the Civil Code of the Russian Federation.

19.11. If the non-performance or the improper performance of the contract by the Supplier (Performer, Contractor) has caused its early termination and the Customer has signed a similar contract instead, the Customer shall possess the right to demand from the Supplier (Performer, Contractor) the payment of damages as the difference between the price fixed by the terminated contract and the the price of comparable Goods, Work, or Services under the terms of the contract concluded in lieu of the terminated contract.

19.12. If the Customer has not concluded a similar agreement in lieu of the terminated contracts (paragraph 19.11 hereof) but the terminated contract has a current price of comparable Goods, Work, or Services, the Customer shall possess the right to demand that the Supplier (Performer, Contractor) compensate for the damages as the difference between the price established in the terminated contract and the current price.

19.13. The current price shall be the price charged at the time of termination of the contract for comparable Goods, Work, or Services in the place where the contract was to be executed or - in the absence of the current price at the specified location - the price that was used in another place and that can serve as a reasonable substitute, taking into account transportation and other additional costs.

19.14. If the supplier (contractor, performer) is found to have provided false information (including those relating to the subject matter of the contract, the powers at its conclusion, the relevant treaties applicable to it law, the presence of the necessary licenses and permits, to their financial state or relating to third party) about its compliance with the requirements specified in the Procurement Notice and the Procurement Documentation that has allowed for winning in the Procurement at the conclusion of the contract or during its performance, the supplier (contractor, executor) shall reimburse the Customer upon the latter's demand for the losses caused by the unreliability of such information or shall pay a penalty

stipulated in applicable provisions of the contract.

19.15. Recognition of a contract as non-concluded or invalid shall not prevent the onset of the effects specified in applicable provisions of paragraph 19.12 hereof.

19.16. As indicated in applicable provisions of paragraph 19.12 hereof, the Customer shall be also entitled to withdraw from the contract in addition to a claim for damages or a penalty unless otherwise provided by the contract or to demand the recognition of the contract null and void through the courts.

19.17. In the absence of a counterparty's license for the implementation of activities or the membership in a self-regulatory organization that are necessary to perform the obligations under the contract, the Customer shall possess the right to cancel the contract (enforcement of the contract) and to demand the compensation for damages.

19.18. Upon agreement with the counterparty in the course of performance of contractual obligations, the Customer shall possess the right to change the quantity of all the Goods specified in the contract, the volume of Works and Services provided for in the event of a change in the need for Goods, Works, and Services whereof the supply, the implementation, and the provision constitute the subject matter of the contract within 20 pct as specified in the Procurement Documentation as well as in the course of identification of the need for additional Works, Services, and Goods that are not stipulated in the contract but associated with such Works, Services, and Goods provided for by the contract.

In the event of delivery of an additional quantity of such Goods, performance of an additional volume of such Works, and provision of an additional volume of such Services, the Customer shall possess the right to amend the original contract price in proportion to the quantity of such Goods, the volume of such Works and Services in coordination with the counterparty; and the Customer shall change the contract price according to the specified procedure in the event of amendment of the contract due to the reduction of the need for delivery of such Goods, performance of such Works, and the provision of such Services.

19.19. The Winning Bidder or another Participant who has concluded a contract with the Customer (with the exception of Procurement Participants that are public authorities or state and municipal unitary enterprises and institutions) shall inform the Customer on the changes in the information in the entire chain of owners, inclusive of beneficiaries (including ultimate beneficiaries), and the composition of the executive bodies, with confirmation thereof through the relevant documents, within the time specified in the contract.

19.20. In the course of performance of contractual obligations, change of the Supplier (Performer, Contractor) shall not be permitted except if the new Supplier (Performer, Contractor) is the successor of the Supplier (Performer, Contractor) under the concluded contract as a result of reorganization of the legal entity in the form of transformation, merger, or acquisition according to applicable provisions of the current legislation of the Russian Federation.

19.21. The contract may provide for a compensation for property losses incurred in the event of occurrence of events classified as circumstances not related to the breach of the obligation by the Participant in the contract (the losses caused by the impossibility of performance of the obligation, the presentation of claims by third parties or the public authorities toward the Participant or toward a third person specified in the contract etc.). In this case, the contract must determine the amount of compensation for such losses or the procedure of determining the corresponding amount.

19.22. If the contract is concluded with a private individual except of private entrepreneur(s) or another person engaged in private practice, such contracts may include a condition for reduction of the amount payable to such a private individual by the amount of tax payments and other mandatory payments related to the payment under the contract.

20. RIGHTS AND OBLIGATIONS

20.1. Procurement Participants shall possess the right to file an appeal in respect of actions (inaction) of the Customer in the course of procurement of Goods, Works, and Services with a corresponding court.

20.2. Procurement Participants shall possess the right to appeal actions (inaction) of the Customer in the course of procurement of Goods, Works, and Services to the antimonopoly authority in accordance with the procedure specified by the antimonopoly authority in the following cases:

20.2.1. Failure to upload RI-GD-148Kh, amendments to RI-GD-148Kh, and information on the Procurement to the Unified Information System which must be uploaded to the Unified Information System in compliance with the Federal Law No. 223-FZ or the violation of the terms of the corresponding placement.

20.2.2. Presentation of requirements to Procurement Participants for the submission of documents that are not provided by the Procurement Documentation.

20.2.3. The implementation of the Procurement of Goods, Works, and Services by the Customer in the absence of an approved Regulations on the Procurement of Goods, Works, and Services uploaded to the Unified Information System and without the application of the provisions of the Federal Law dated April 5, 2013 and registered under No. 44-FZ "About the Contract System in the Field of Procurement of Goods, Works, and Services for State and Municipal Needs."

20.2.4. Failure to upload or untimely uploading of information about the annual volume of procurement that the Customer shall be obliged to implement from small and medium-sized businesses.

20.3. Prior to filing a complaint with respect to the actions (inaction) of the Customer in the course of procurement of Goods, Works, and Services with a corresponding court or with the antimonopoly agency, the Procurement Participant shall possess the right to appeal these actions (inaction) to the head of the Customer by submitting a written complaint. The term of consideration of the complaint shall be 30 days from the date of its receipt.

20.4. RI-GD-148Kh and amendments thereto shall be mandatorily uploaded to the Unified Information System not later than 15 days from the date of adoption (approval) thereof.

Deputy Director General for Sales and Property Matters

N. B. Altukhov

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Annex No. 1

Form of Documentation for the Procurement from a Single Supplier (Performer, Contractor) or Direct Single-Source Procurement

1. Procurement Method: Procurement from a Single Supplier (Performer, Contractor); Direct Single-Source Procurement.
2. The description, the location address, the mailing address, the email address, and the contact phone number of the Customer: *(to be indicated based on actual data)*.
3. The subject matter of the contract with an indication of the quantity of delivered Goods and the volume of performed Works and rendered Services: *(to be indicated on the basis of actual data or generally: delivery of Goods, performance of Works, and provision of Services)*.
4. The location of delivery of Goods, implementation of Works, and provision of Services: *(to be indicated on the basis of actual data)*
5. Information about the initial (ceiling) contract price (Lot price): the initial (ceiling) contract price is not established.
6. The time, the upload, and the manner of presentation of the Procurement Documentation; the amount, the manner, and the time of payment of a fee being collected by the Customer for the presentation of the Documentation, if such fee is set by the Customer except where Documentation is provided as an electronic document: Procurement Documentation is not provided.
7. The location, the date, and the time of consideration of proposals of Participants and the summation of the Procurement: the proposals of Participants are not considered; the results of the Procurement are not summarized.

**Form of Documentation for the Procurement from a Single Supplier (Performer,
Contractor) or Direct Single-Source Procurement**

1. The requirements for quality, characteristics of the Goods, Works, or Services, their safety, functional characteristics (consumer properties) of the Goods, dimensions, packaging, shipment of the Goods, the results of the Works, and other requirements associated with the determination of conformity of the delivered Goods, performed Works, and provided Services to the needs of the Customer as established by the Customer (*to be indicated on the basis of actual data or generally*).

2. Requirements for Content, Form, Design, and Composition of the Procurement Participation Bid: not established.

3. Requirements for the description of the delivered Goods that constitute the Procurement Item, their functional characteristics (consumer properties), quantitative and qualitative characteristics by the Procurement Participants; requirements for the description of the performed work, provided services that constitute the Procurement Item and their quantitative and qualitative characteristics by the Procurement Participants.

4. Location, conditions, and terms (periods) of delivery of Goods (implementation of Work, provision of Services): (*to be indicated on the basis of actual data*).

5. Information about the initial (ceiling) contract price (Lot price): the initial (ceiling) contract price is not established.

6. Form, terms, and order of payment for Products, Works, and Services: (*to be indicated on the basis of actual data*).

7. The procedure for the formation of the contract price (Lot price) (with or without the cost of freight, insurance, customs duties, taxes, and other obligatory payments) (*to be indicated using actual data*).

8. The procedure, the place, the date of commencement and end of submission of Procurement Bids: not determined.

9. Requirements for Procurement Participants and the list of documents to be submitted by Procurement Participants in order to ensure their compliance with the specified requirements: not established.

10. Forms, the procedure, the date of the start and the end of provision of clarification of the provisions of the Procurement Documentation to Participants: the requests for the clarification of provisions of the Documentation are not accepted; clarification is not provided.

11. The location, the date, and the time of consideration of proposals of Participants and the summation of the Procurement: the proposals of Participants are not considered; the results of the Procurement are not summarized.

12. Evaluation and comparison criteria for Procurement Bids: not determined.

13. Procedure for evaluation and comparison of Procurement Bids: not determined.

Item No.	Name of the Counterparty (INN, the type of activity)						Contract (banking details, subject, price, term, and other essential conditions)					Item No.	Information about the chain of owners of the counterparty inclusive of beneficiaries (inclusive of ultimate beneficiaries)						
	INN	OGRN	Name of the counterparty	OKVED code	Surname, name, and patronymic of the head	Issuing agency and the number of the head's identification document	Number and date	Scope of the Contract	Price (mln. RF rubles)	Term	Other essential conditions		INN	OGRN	Name / full name	Location address / registration address	Document series and number	Head / Procurement Participant / Shareholder / Beneficiary / Data on the Executive Body	Information on confirmation documents (name, details etc.)
1												1.1							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												...							
												1.2							
												1.2.1							
												...							

Job position, full name of the head of the counterparty _____

Round Seal

Signature

/date/

Note.

The table displays the details of the chain of counterparties of the owners (founders / shareholders; in respect of the founders / shareholders who are legal entities: the data on their founders etc.), including the ultimate beneficiaries:

1.1 1.2 - owners of the counterparty to the contract (first-level owners);

1.1.2, 1.2.1, 1.2.2 etc. - owners of the 1.1 organization (second-level owners) etc.; then:

according to the similar pattern until the ultimate beneficiary (1.1.3.1)