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# **THE UNIFIED STANDARD OF PURCHASES OF PJSC ROSSETI (THE REGULATION ABOUT PURCHASES)**

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# 1. GENERAL PROVISIONS

## 1.1 Scope

1.1.1 This Unified Standard of purchases of PJSC Rosseti (hereinafter - the Standard, the Regulation about purchases) is an internal document of PJSC Rosseti (hereinafter - the Company), developed according to requirements of Federal law from 18.07.2011 # 223-FZ «About purchases of goods, works, services by separate kinds of legal entities» (hereinafter - Law 223-FZ), and is in development of the Purchasing Policy of PJSC Rosseti, approved by the Board of Directors of PJSC Rosseti. The Standard regulates the procedures for procurement of goods, works, services (hereinafter also referred to as goods), including for the purposes of commercial use, regardless of their value in PJSC Rosseti and in companies that have joined this Standard in the manner prescribed by law. PJSC Rosseti, subsidiaries of PJSC Rosseti, other legal entities that have acceded to this Standard in the manner prescribed by applicable law, are also referred to in the text of this Standard as “Customers” in the aggregate or “Customer”, as any legal entity, including its branches and representative offices.

1.1.2 The Standard is a document that regulates the Customer’s procurement activities and contains procurement requirements, including the procedure for preparing and implementing procurement using the methods specified in the Standard, establishes the procedure and conditions for their use, the procedure for concluding and executing contracts, as well as other collateral procurement regulations.

1.1.3 According to Law 223-FZ, the purchases, excluded from the action of this Law and this Standard, are connected with:

a) purchase and sale of securities, acquisition of shares in the authorized (share) capital of economic partnerships, companies and shares in mutual funds of production cooperatives, currency values, precious metals, as well as conclusion of contracts that are derivative financial instruments (except for contracts that are outside the scope of exchange trade and the performance of obligations for which provides for the supply of goods);

b) acquisition by the Customer of exchange goods at a commodity exchange according to the legislation on commodity exchanges and exchange trade;

c) realisation by the Customer of purchase of goods, works, services according to Federal law from 5 April 2013 № 44-FZ «About contract system in sphere of purchases of goods, works, services for provision of the state and municipal needs» (hereinafter - Law 44-FZ);

d) purchase in the field of military-technical cooperation;

e) purchase of goods, works, services according to the international agreement of the Russian Federation if such agreement provides for another order of determination of suppliers (contractors, performers) of such goods, works, services;

f) realisation by the Customer of selection of the auditor organisation for carrying out of obligatory audit of the accounting (financial) statements of the Customer according to Article 5 of Federal law from 30 December 2008 № 307-FZ

«About auditor activity»<sup>1</sup>;

g) conclusion and execution of contracts according to the legislation of the Russian Federation on the electric power industry, being obligatory for subjects of the wholesale market - participants of commerce of electric energy and (or) power;

h) realisation by the credit organisation and the state corporation “VEB.RF” of leasing and interbank operations, including with foreign banks;

i) determination, election and activity of a representative of owners of bonds according to the legislation of the Russian Federation on securities;

j) opening by the head contractor of deliveries of goods under the state defensive order, the contractor participating in deliveries of goods under the state defensive order, in the authorised bank of a separate account and their conclusion with the authorised bank of agreements on bank support of the accompanied transaction according to Federal law from 29 December 2012 N 275-FZ «About the state defensive order»;

k) the execution by the Customer of a contract concluded with a foreign legal entity, the subject of which is the supply of goods, the performance of work, and the provision of services outside the Russian Federation;

l) the implementation by the Customer of procurement from:

- legal entities specified in Part 2 of Article 1 of Federal Law No. 223-FZ of 18 July 2011 “On the Procurement of Goods, Works, Services by Certain Types of Legal Entities” that are recognized as related parties in accordance with the Tax Code of the Russian Federation;

- other legal entities that are recognized as interdependent entities in accordance with the Tax Code of the Russian Federation, if procurement is carried out in order to ensure a single technological process.

The list of the above legal entities is defined in this Standard (Appendix 5) with the rationale for including each legal entity in the specified list in accordance with the provisions of the Tax Code of the Russian Federation;

m) procurement of goods, works, services by a legal entity registered in the territory of a foreign state in order to carry out its activities in the territory of a foreign state;

n) implementation by the customer of selection of the subject of valuation activity for conducting, in accordance with the legislation of the Russian Federation on appraisal activity, appraisal of objects of valuation in order to determine the amount of payment for a public servitude, established in accordance with land legislation;

o) a joint investment activity carried out on the basis of an investment partnership agreement providing for the return to the partner of the value of his contribution to the common property of the partners (in cash);

p) purchase by the customer of services related to the conclusion, execution, amendment or termination of a syndicated loan (credit) agreement or an agreement on the organization of a syndicated loan (credit);

r) engineering surveys, architectural and construction design, construction,

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<sup>1</sup> In a case if the customer conforms to the requirements shown in part 4 of Article 5 of Federal law from 30 December 2008 № 307-FZ «About auditor activity»

reconstruction, overhaul, demolition of capital construction projects, which are provided by the public law company "Single customer in the field of construction" in accordance with the program of activities of the specified public law company for the current year and the planning period at the expense of the federal budget.

Purchases of goods, works, services in the framework of the implementation of the relations specified in this paragraph are carried out by the responsible structural divisions of the Customer (on the basis of the subject of procurement) in accordance with the current legislation and local regulations.

1.1.4. The Standard and changes to it are approved by the Board of Directors of PJSC Rosseti and placed in a unified information system in the field of procurement of goods, works and services to meet state and municipal needs (hereinafter - the unified information system, the UIS) in terms established by Law 223-FZ. Changes to the Standard take effect on the day following the posting of such changes in the unified information system and apply to relations governed by the provisions of the Standard arising after the changes come into force, unless otherwise provided by the provisions of the Standard. If the notice of a specific purchase is posted before the date of entry into force of the Standard or its changes, then such a purchase is carried out in the order in effect on the date of publication of the notice of purchase.

1.1.5. Appendix 5 to this Standard "The list of interdependent persons of Customers, procurement of goods, works, services from whom are not regulated by Law 223-FZ" may be changed in part of each individual Customer, who decided to join the Standard in the manner prescribed by applicable law, by the adoption of an appropriate decision by the Board of Directors of such a Customer (another management body of the Customer, subject to the requirements of Law 223-FZ). If the relevant decision is made to amend Appendix 5 to this Standard, the Customer's Board of Directors (with the exception of PJSC Rosseti) (another Customer's governing body, subject to the requirements of Law 223-FZ), information on such a decision is sent to PJSC Rosseti's structural unit, responsible for organizing and conducting procurement no later than 5 (five) days from the date of the decision to post information about the introduction of changes to the UIS in the manner prescribed by law.

1.1.6. The terms and definitions used in this Standard and its appendices are used in the meanings established by the legislation on procurement by certain types of legal entities, as well as in accordance with the definitions set out in Appendix 1 to this Standard (clause 12.1).

1.1.7. If the customer performs procurement in accordance with Law 44-FZ, the Customer is obliged to follow the procedure and rules of procurement, including the requirements for the calculation of the initial (maximum) contract price established by the legislation on the contract system and the sub-legal normative acts adopted in accordance with it.

## **1.2. Main principles of the purchasing policy of PJSC Rosseti**

1.2.1. Main principles of construction of the purchasing policy are:

- a) transparency of purchases - provision of openness of purchasing

activity according to requirements of the current legislation of the Russian Federation, and also the degree necessary and sufficient for a possibility of accepting by potential counterparts of decisions on participation in purchasing procedures of Customers.

b) equality, fairness, non-discrimination and unreasonable restrictions on competition with respect to procurement participants - ensuring non-discriminatory access of suppliers (performers, contractors) to procurement of goods, works, services is a priority, the choice of suppliers (performers, contractors) is carried out mainly through competitive procurement, on the basis of equal competitive opportunities, in the absence of discrimination and unreasonable restrictions on procurement participants, in accordance with reasonable requirements for potential participants in procurement procedures and purchased goods, works, services, taking into account, if necessary, the product life cycle, reducing the practice of concluding contracts with a single supplier (performer, contractor).

c) targeted and cost-effective spending of money on purchase of goods, works, services and implementation of measures aimed at reducing costs of customers - the choice of technical and commercial proposals for the entire set of price and non-price predetermined criteria that define economic and other required efficiency of procurement.

d) the absence of restrictions on admission to participation in procurement by establishing unmeasured requirements for procurement participants.

e) transparency and manageability of procurement activities - planning, accounting, monitoring, control and audit of procurement at all stages of its implementation.

f) professionalism and competence of employees involved in the procurement activities of customers - the personal responsibility of officials for effective organization of procurement procedures, as well as for their decisions on ongoing procurement; perfect execution of actions prescribed by documents governing the procurement; providing an assessment and professional development of personnel responsible for procurement activities.

g) compliance with applicable laws governing the organization of procurement activities, as well as anti-corruption legislation, including the Anti-Corruption Procurement Standard (Appendix 4 to this Standard) (clause 13.4 of this Standard).

### **1.3. Approval of the Standard by Customers**

1.3.1. Customers - subsidiary companies, in the authorized capital of which 50 (fifty) or more percent belong to PJSC Rosseti (hereinafter for the purposes of this Standard - SDC of PJSC Rosseti) approve this Standard as an internal document by acceding to it with the obligatory notification of PJSC Rosseti about the decision no later than 10 (ten) days from the date of such a decision.

1.3.2. Business entities, in the authorized capital of which 50 (fifty) or more percent belong to SDC of PJSC Rosseti, have the right to approve this Standard as an internal document by joining to it with the obligatory notification of the relevant SDC of PJSC Rosseti about the decision not later than 10 (ten a) days from the date

of such a decision. SDC of PJSC Rosseti, no later than 5 (five) days from the date of receipt of the notification, send information about it to PJSC Rosseti. In this case, the norms of this Standard defining the rights and obligations of PJSC Rosseti will determine the rights and obligations of SDC of PJSC Rosseti owning 50 (fifty) or more percent of shares in the authorized capital of the specified company, and the norms defining the rights and obligations of SDC of PJSC Rosseti will determine the rights and obligations of the business entity, in the authorized capital of which 50 (fifty) or more percent belongs to SDC of PJSC Rosseti.

1.3.3. Customers that are subsidiary companies, in the authorized capital of which the share of PJSC Rosseti is less than 50 (fifty) percent or business entities, in the authorized capital of which the share of SDC of PJSC Rosseti is less than 50 (fifty) percent, as well as other Customers, have the right to approve this Standard as an internal document by joining to it with the obligatory notification of PJSC Rosseti about the decision taken no later than 10 (ten) days from the date of such decision. At the same time, the provisions of this Standard, which establish the obligation of SDC of PJSC Rosseti to coordinate individual decisions with PJSC Rosseti/CPA of PJSC Rosseti, notify about the adoption of certain decisions in the framework of procurement activities, send the relevant information (including provided by clause 2.1.2.2 a), clause 2.1.2.2 b), clause 2.2.2.4, clause 2.3.2, clause 3.3.1, clause 6.1.8, clause 6.5.2).

1.3.4. The internal documents of the Customers, which previously regulated procurement issues, since the decision-making bodies of such Customers to approve the Standard as an internal document by acceding to it shall become invalid as far as this Standard is concerned. In this case, if the notice of a specific purchase is placed by the Customer before the date of entry into force of the Standard or its changes, then such a purchase is carried out in accordance with the documents of the Customers valid at the time of publication of the notice of purchase.

1.3.5. In addition to this Standard, Customers have the right to develop their internal documents that develop the provisions of this Standard, including those governing the interaction of Customer's departments in the procurement process. However, such documents should not contradict this Standard.

1.3.6. Customers have the right to decide on the adjustment of Appendix 5 to this Standard "List of related customers, procurement of goods, works, services which are not regulated by Law 223-FZ" in the manner prescribed by clause 1.1.5 of this Standard.

1.3.7. The list of Customers who have decided to join this Standard is posted on the official website of PJSC Rosseti and is subject to updating in the event of changes in the list.

1.3.8. In case of making changes to the Standard, posting such changes in the unified information system is the basis for the acceding Customer to decide on accession to such changes. Such a decision is made in cases and within the timeframes established by Law 223-FZ from the date of PJSC Rosseti posting information on making changes to the Standard and placed by the Customer in the unified information system.

## **2. MANAGEMENT OF PURCHASING ACTIVITY**

### **2.1 Functions and powers of PJSC Rosseti at management of purchasing activity**

#### **2.1.1 General provisions**

2.1.1.1 PJSC Rosseti performs strategic management of purchasing activity in PJSC Rosseti and Customers, who decided to join the Standard: determines the general rules for the regulation of procurement activities, carries out general control and coordination of procurement activities, including evaluates the effectiveness of procurement activities of PJSC Rosseti and SDC of PJSC Rosseti.

2.1.1.2 In the cases specified by this Standard, PJSC Rosseti has the right to accept obligatory for execution by PJSC Rosseti and SDC of PJSC Rosseti decisions in the field of purchasing activity within the limits of realisation by PJSC Rosseti of the rights of the shareholder of SDC of PJSC Rosseti.

#### **2.1.2. Central Purchasing Authority of PJSC Rosseti**

2.1.2.1. The composition of the Central purchasing body of PJSC Rosseti (hereinafter - the CPA of PJSC Rosseti) and regulations of its work is approved by Chief executive officer of PJSC Rosseti.

2.1.2.2. The CPA of PJSC Rosseti is the main purchasing body in PJSC Rosseti and SDC of PJSC Rosseti (after the Standard approval as the internal document, by joining to it) and its decisions have a priority in relation to decisions of the CPA of SDC of PJSC Rosseti. The CPA of PJSC Rosseti:

a) performs the coordination of Plans of purchases of SDC of PJSC Rosseti and consideration of drafts of materials for the Boards of directors on questions on consideration of Reports on execution of Plans of purchases of SDC of PJSC Rosseti (with the exception of PJSC "FGC UES"), as well as the coordination of\* items of the Purchase Plan of PJSC "FGC UES" with a value in excess of 1,000,000 rubles in terms of the method of purchase, compliance with the financing limits and the deadlines for the execution of the contracts approved by the Investment Program of PJSC "FGC UES";

*\*Note: In this case, the period for coordinating the positions of the Procurement Plan must not exceed 10 (ten) business days from the date of its receipt to the address of PJSC Rosseti by means of the automated workflow system applied in the Company. After the expiration of this period, in the absence of a positive decision by the Central purchasing authority of PJSC Rosseti and/or motivated comments, the Procurement Plan shall be deemed to be agreed upon by the CPA of PJSC Rosseti.*

b) coordinates the conclusion of additional agreements to contracts concluded for the needs of subsidiaries of PJSC Rosseti (except for PJSC FGC UES) in cases determined by the internal documents of PJSC Rosseti.

c) carries out the approval of standard forms of procurement documentation, other standard documents, regulations, formats used by Customers in the framework of the procurement activities;

d) provides methodological support for the organization of procurement activities of PJSC Rosseti and its subsidiaries, including in terms of organizing the

work of the CPA of SDC of PJSC Rosseti;

e) performs other functions provided by organizational-administrative documents of PJSC Rosseti.

### **2.1.3. The structural division of PJSC Rosseti, which is responsible for the organisation and carrying out of purchases**

2.1.3.1. The structural division of PJSC Rosseti, which is responsible for the organisation and carrying out of purchases ensures procurement in accordance with the requirements of Law 223-FZ, as well as Law 44-FZ.

2.1.3.2. The structural division of PJSC Rosseti, which is responsible for the organisation and carrying out of purchases, develops for PJSC Rosseti and SDC of PJSC Rosseti sample documents, standard and methodical materials in the field of purchasing activity and makes official explanations and recommendations about use of this Standard and organizational-administrative documents of PJSC Rosseti accepted in its development.

## **2.2 Functions and powers of Customers at realisation of purchasing activity**

### **2.2.1 General provisions**

2.2.1.1. Customers, who have joined this Standard, at realisation of purchasing activity for own needs carry out functions:

- a) to form requirement for goods;
- b) to plan purchases;
- c) to organize and carry out purchases;
- d) to control over conformity of the organisation and carrying out of purchases to the established rates;
- e) to conclude and control execution of contracts;
- f) to execute other actions directly ordered by this Standard and established by other documents adopted in accordance with clause 1.3.5 of this Standard in its development.

2.2.1.2. Unless specified otherwise by this Standard and other local standard documents of PJSC Rosseti, Customers independently determine the structural divisions responsible for accomplishment of those or other functions on realisation of purchasing activity. Thus, it is not allowed to assign the functions of the organisation of purchases and, simultaneously, the control of correctness of their realisation to one structural division.

### **2.2.2 Central Purchasing Authority of Customer**

2.2.2.1. The composition of the CPA of the Customer and regulations of its work is approved by chief executive officer of Customer, or other authorised management bodies of Customer, allocated with powers on accepting of corresponding decisions.

2.2.2.2. The CPA of SDC of Customer is assigned with the functions provided by this Standard, by local standard documents of Customer.

2.2.2.3. The decisions of the CPA of the Customer adopted in the development

of this Standard may provide for the elaboration of the norms of this Standard and its mandatory appendices, as well as standard forms of documents approved by the CPA of PJSC Rosseti.

2.2.2.4. The structure and rules of operation of the CPA of SDC of PJSC Rosseti must be coordinated with the Structural Division of PJSC Rosseti responsible for organizing and conducting the procurement. Representatives of PJSC Rosseti's Group of Companies may be included in the CPA of SDC of PJSC Rosseti as agreed with PJSC Rosseti.

### **2.2.3 Other purchasing (authorizing) body of the Customer**

2.2.3.1. The Customer has the right to create other purchasing (authorizing) bodies in addition to the CPA of the Customer in coordination with the CPA of the Customer.

2.2.3.2. The composition of the other purchasing (authorizing) body of the Customer and the rules of its work shall be approved by an organizational and administrative document of the Customer.

2.2.3.3. The functions provided by this Standard are assigned to the other purchasing (authorizing) body of the Customer, by local standard documents of the Customer.

### **2.2.4. Procurement Commission (Purchasing Commission)**

2.2.4.1. To determine the supplier (performer, contractor) based on the results of the purchase (except for purchases made by the method of price comparison, purchases from a single supplier (performer, contractor) and purchases by participating in procedures organized by sellers of products), the Customer creates a procurement commission (hereinafter - the Procurement Commission).

2.2.4.2. The Procurement Commission can be created by the Customer both for carrying out a single procurement procedure, and for carrying out a number of procurements (including a permanently operating procurement commission of the Customer can be created). The order of formation of the Procurement Commission and the rules of its work is determined by internal documents of the Customer, taking into account the following:

- during the formation of the Procurement Commissions, the principle of independence of members of the commission, as well as parity when making decisions should be ensured;

- it is not recommended to form the composition of the commissions, the majority of whose members are representatives of one functional unit or activity line;

- representatives of the security unit should be included in the Procurement Commission on a mandatory basis, and in order to ensure the adoption of independent decisions, it is recommended to include representatives of legal and anti-corruption units. The requirements of this clause are taken into account if there are corresponding structural divisions or responsible persons in the organizational structure of the Customer.

2.2.4.3. The composition of the Procurement Commission is personal and

must determine the Chairman of the Procurement Commission, the Deputy Chairman of the Procurement Commission (if necessary) and the Executive Secretary of the Procurement Commission (with or without the right to vote).

### **2.3 Purchasing management by categories**

2.3.1. Unless specified otherwise by the CPA of PJSC Rosseti, revealing of categories of purchases, including the description of a concrete subject of purchases, market study and development of a specified procedure of payments of the initial (maximum) price of the agreement (the lot price), and also tracing of change of these parameters is performed eventually by the Customer.

2.3.2. Features of carrying out of purchases on concrete categories are arranged by decisions of the CPA of the Customer, with the obligatory coordination with the CPA of PJSC Rosseti in which the following features can be established:

- a) order of planning of purchases on the given category;
- b) purchase preparations;
- c) carrying out of procedures of purchase, including estimation of requests of participants of purchase;
- d) agreement conclusion;
- e) agreement execution;
- f) order of preparation, coordination and approval of decisions in connection with purchase.

2.3.3. The decisions, concerning requirements to participants of purchase or features of preparation and carrying out of procedures of purchase, are placed in the sources specified in section 3 of this Standard.

### **2.4 Management of joint purchases**

2.4.1. PJSC Rosseti, its SDC can conclude with other Customers (third parties in relation to PJSC Rosseti and its SDC), including performing purchasing activity not under this Standard, agreement on goods joint purchases. The agreement on joint purchase can be signed only at entering into it a condition that rules of carrying out of such joint purchase cannot break rate of this Standard. Such agreement, at least, should establish, or provide an establishment of approaches by determination of the following parameters:

- a) requirements to bought goods (can differ for different Customers);
- b) agreement provisions (can differ for different Customers);
- c) purchasing amount, terms and conditions of delivery, and the initial (maximum) price of the agreement (the lot price) (established for each Customer separately);
- d) requirements to participants of purchase (should be uniform within the limits of joint purchase);
- e) order and terms of carrying out of procedures of purchase (according to this Standard and the reference to it and other documents of PJSC Rosseti, regulating an order of carrying out of purchases), criteria of selection and estimation, an order of a choice of the winner (should be uniform within the limits of joint purchase);

f) rights and obligations of Customers within the limits of purchase, including an order of the coordination and approval of the notice and the documentation about purchase, changes and explanations of documentation about purchase, an order of forming of the purchasing commission and an order of its work, an order of carrying out of sessions of the purchasing commission and registration of its decisions;

g) indication on the person acting as the Organizer of purchase, his rights and obligations, his compensation (if necessary).

2.4.2. In PJSC Rosseti, SDC of PJSC Rosseti the agreement on joint purchases before its signing by Customers is subject to coordination by the CPA of the Customers.

2.4.3. Purchase is announced and conducted by the person specified in the agreement on joint purchases. If it is provided by the agreement on joint purchases, the purchase organisation can be transferred to the third party Organizer of purchase.

2.4.4. At planning each Customer includes such purchase in the Plan of purchase according to the parametres established for it according to clause 2.4.1 c) of this Standard.

2.4.5. The information on purchase should be placed according to the provisions of section 3 of this Standard and if it is provided by the agreement on joint purchases, is placed in other sources.

2.4.6. By results of joint purchase, the following can be concluded:

a) a multilateral agreement between all of the Customers of the joint purchase and one of its winners (several winners);

b) some separate contracts between each of the Customers and the winner (several winners).

## **2.5. Centralised (incorporated) purchases**

2.5.1. Centralised (incorporated) purchases are conducted with a view of increase of efficiency of purchases close under the product characteristics, needed simultaneously by several of the Customers.

2.5.2. Kinds of centralised (incorporated) purchases:

a) for needs of several SDC of PJSC Rosseti;

b) for needs of PJSC Rosseti and its SDC.

2.5.3. Centralised (incorporated) purchases are conducted by methods and in the order, provided by this Standard. The choice of a method of carrying out of centralised (incorporated) purchase is performed on the bases provided by this Standard.

2.5.4. At centralised (incorporated) purchases, the requirement for goods for needs of a concrete Customer can be both allocated as a part of a separate lot, and included in one common lot. Anyway, such purchase is included into the Plans of purchase of each Customer, for whose needs the purchase is performed, in the amount of such a Customer.

2.5.5. The decision on carrying out of centralised (incorporated) purchase is accepted by PJSC Rosseti and (or) SDC of PJSC Rosseti as at a coordination stage when due hereunder drafts of Plans of purchase/adjustments of Plans of purchase of

corresponding Customers, and in the course of realisation of the confirmed Plans of purchase/adjustments of Plans of purchase of corresponding Customers, in case of origin of requirement for centralisation of purchases on procedures on which the specified decision was not accepted at a stage of the coordination (approval) of Plans of purchase/adjustments of Plans of purchase.

2.5.6. More details on the order of coordination, preparation and carrying out of centralised (incorporated) purchase are in Appendix 3 (clause 13.3 of this Standard) to this Standard, and can also be concretized and supplemented by organizational and regulatory documents of PJSC Rosseti or SDC of PJSC Rosseti, organizing centralized procurement.

### **3. INFORMATION SUPPORT OF PURCHASES**

#### **3.1. Placing information in a unified information system**

3.1.1. The unified information system in the field of procurement of goods, works, services for state and municipal needs (hereinafter - the unified information system, UIS) is the official site in the information and communication network "Internet" provided for by the legislation of the Russian Federation, which hosts information on the procurement of the Customer.

3.1.2. The following data, information and documents are placed in the unified information system:

a) this Standard and also the changes brought in it, – within 15 (fifteen) days from the date of its approval or the approval of changes accordingly;

b) the Plan of purchase drawn up for one calendar year – within 10 (ten) days from the date of approval, but not later than 31 December of the current calendar year;

c) the Plan of purchase of innovative, highly technological goods, medical products, drawn up for a period of five to seven years – within 10 (ten) days from the date of approval;

d) changes brought in the Plans of purchase, specified in clause 3.1.2 b) and clause

3.1.2 c) of this Standard – within 10 (ten) days from the date of approval;

e) information on the quantity and total value of contracts concluded by the Customer based on the results of the procurement of goods, works, services, including the total value of contracts not disclosed in the registry of contracts in accordance with Part 3 of Article 4.1 of Law 223-FZ, – monthly no later than the 10th day of the month following the reporting month;

f) information on the quantity and total value of contracts concluded by the Customer according to the results of the purchase from a single supplier (performer, contractor) – monthly, no later than the 10th day of the month following the reporting month;

g) information on the quantity and value of contracts concluded by the Customer with a single supplier (performer, contractor) based on the results of a competitive purchase that was declared invalid – monthly, no later than the 10th day

of the month following the reporting month;

h) information on the annual volume of purchases that Customers are required to make from small and medium-sized businesses – no later than February 1 of the year following the last calendar year;

i) the list of goods, works, services procured from small and medium-sized businesses;

j) other information established by Law 223-FZ, mandatory for placement in the unified information system.

The information provided for in subclauses h) and i) of clause 3.1.2 of the Standard is placed by the Customer if, in accordance with the requirements of the law on the procurement of certain types of legal entities, the Customer is obliged to purchase from small and medium-sized businesses.

3.1.3. When conducting competitive and non-competitive purchases, carried out by means of preliminary selection, request for prices based on the results of preliminary selection, purchase with limited participation, the following information, information and documents are placed in a unified information system:

a) a notice of procurement, documentation on procurement (with the exception of a request for quotations, a request for prices on the results of competitive pre-selection and a request for prices on the results of pre-selection), a draft contract, which is an integral part of the notice of procurement and documentation on procurement, within the time specified in the organizational and administrative document on the conduct of the procurement (or a series of procurement) and relevant standards of this Standard;

b) changes made to the notice of purchase, to the documentation on the purchase (including the draft contract) – no later than 3 (three) days from the date of the decision to make such changes;

c) explanations of the procurement notice, procurement documentation, draft contract – no later than 3 (three) working days from the date of receipt of the request, if the request was received no later than three working days before the deadline for submission of applications for participation in the procurement;

d) the decision to cancel the purchase – on the day of making such a decision;

e) minutes drawn up during the procurement process (procurement stage) – no later than 3 (three) days from the date of signing such protocols (the procedure for agreeing on minutes can be established by the Customer's organizational and administrative document, and the time limit for signing the minutes should not exceed 15 (fifteen) working days from the date of the relevant meeting of the Procurement Commission);

f) information about the contract concluded by the Customer on the results of the purchase – no later than 3 (three) working days from the date of the conclusion of the contract;

g) information about a change or execution of the contract (including acceptance of delivered goods, work performed, services rendered and (or) payment for the contract) or termination of the contract – no later than 10 (ten) days from the date of occurrence of the relevant event;

h) information on changes in the quantity, volume, price of goods, works, services or terms of the contract to be purchased in comparison with those specified in the final procurement minutes with indication of the amended terms and conditions – no later than 10 (ten) days from the date of making the corresponding changes in the contract indicating the changed terms and conditions.

3.1.4. When carrying out non-competitive procurement by way of procurement from a single supplier (performer, contractor), the following data, information and documents shall be placed in the unified information system:

a) about the contract concluded by the Customer according to the results of the purchase from a single supplier (contractor, performer) – no later than 3 (three) working days from the date of the conclusion of the contract;

b) about a change or execution of the contract (including acceptance of delivered goods, work performed, services rendered and (or) payment for the contract) or termination of the contract – no later than 10 (ten) days from the date of occurrence of the relevant event;

c) on changes in the quantity, volume, price of goods, works, services or terms and terms of the contract concluded based on the results of a single supplier (performer, contractor) – not later than 10 (ten) days from the date of the corresponding changes in the contract indicating the changed terms and conditions.

3.1.5. When conducting a non-competitive purchase by the purchase method in an electronic store, if the initial (maximum) price of such a purchase exceeds the thresholds established by subclause a) of clause 3.1.8 of this Standard, and unless otherwise provided by the legislation on procurement by certain types of legal entities, the following data, information and documents are placed in the unified information system:

a) a notice of the procurement;

b) the decision to cancel the purchase – on the day of making such a decision;

c) minutes drawn up based on the results of the procurement (if it is formed by the Customer) – no later than 3 (three) days from the date of signing such minutes;

d) information about the contract concluded by the Customer as a result of the procurement – no later than 3 (three) business days from the date of conclusion of the contract;

e) information about a change or execution of the contract (including acceptance of delivered goods, work performed, services rendered and (or) payment for the contract) or termination of the contract – no later than 10 (ten) days from the date of occurrence of the relevant event;

f) information about a change in the quantity, volume, price of the purchased goods, works, services or the terms of the contract execution compared to those specified in the final procurement minutes, indicating the changed conditions – no later than 10 (ten) days from the date of the relevant amendments to the contract, indicating the changed conditions.

3.1.6. The Government of the Russian Federation has the right to determine

the list of grounds for non-posting in the UIS information about the supplier (performer, contractor) with whom the contract has been concluded.

3.1.7. In the event that the unified information system is maintained by a federal executive body authorized to maintain the unified information system, technical or other problems that block access to the UIS for more than one working day, the information is to be placed in the UIS in accordance with clause 3.1.2, clause

3.1.3, clause 3.1.4 and clause **Ошибка! Источник ссылки не найден.** of this Standard, is placed by the Customer on the Customer's website with subsequent posting in the UIS within one working day from the date of elimination of technical or other problems that block access to the unified information system, and is considered hosted in the prescribed manner.

3.1.8. The Customer has the right not to place in the unified information system information:

a) on the purchase of goods, works, services, the value of which does not exceed 100 (one hundred) thousand rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0). If the annual revenue of the Customer for the reporting fiscal year is more than 5 (five) billion rubles, the Customer has the right not to place in the UIS information on the purchase of goods, works, services, the value of which does not exceed 500 (five hundred) thousand rubles with VAT (or excluding VAT, if the purchase of products is not subject to VAT or VAT is 0);

b) on procurement of services for attracting deposits (including placement of deposits) of organizations' funds, obtaining loans and borrowings, trust management of funds and other property, issuing independent guarantees and guarantees providing for the fulfillment of obligations in monetary form, opening and maintaining accounts, including letters of credit, on purchase of brokerage services, depositary services;

c) on procurement related to the conclusion and execution of a contract of sale, lease (sublease), a contract of trust management of state or municipal property, another contract providing for transfer of ownership and (or) use rights in respect of immovable property.

3.1.9. The Customer must take into account that if a decision is made not to post information in the UIS on procurement, specified in clause 3.1.8 of this Standard, carried out by competitive methods (with the exception of closed competitive procurement), such purchases will be recognized as noncompetitive.

3.1.10. Information on closed competitive purchases (clause 5.5 of this Standard) shall not be placed in the unified information system.

3.1.11. When making purchases, the Customer is entitled to provide an additional source (s) for posting information about them (in the form of a copy of the Procurement Notice, extracts from it, or in the form of electronic links, etc.) in addition to the unified information system, including the Customer's website and (or) Organizer of purchase.

3.1.12. The Organizer of purchase controls the correctness of information and documents placed on additional information resources, as well as compliance with

the timing of placement in the event of their establishment by the Customer.

### **3.2. Placing of the information on purchase on a site of the Customer and (or) a site of the Organizer of purchase**

3.2.1. With a view of provision of transparency of purchasing activity, on a site of the Customer in the "Purchase" section where the information on purchasing activity of the Customer (or several Customers) is maintained. The need for placement and the amount of information placed in this section is determined by the Customer independently.

3.2.2. The reference to the section should be placed on the main page of a site of the Customer, and also on the page in the main menu of a site of the Customer, in the presence of such menu.

3.2.3. The section on procurement should be made out clearly, accurately, concisely. The user interface should not be overloaded with graphical elements. The section pages should have a minimum load time. The section "Purchase" should also include the information search subsystem.

3.2.4. The section "Purchase" should include at least subsections for placement:

a) of this Standard, internal documents issued in the development of this Standard (or extracts from such documents);

b) Plans of purchase, including adjustments to such plans and procurement announcements;

c) copies of notices and documentation on procurement, explanations and changes of such documents, minutes and other documents drawn up during the procurement process;

d) information about electronic platforms used by the Customer when conducting purchases in electronic form, including reference to such sites;

e) other information that the Customer deems necessary to place on the Customer's website.

3.2.5. Information, data and documents specified in clause 3.2.4 should be available for review free of charge.

3.2.6. The information search subsystem in the "Purchase" section should provide a convenient search for information by its type, date range, and key words. The search subsystem should take into account the grammar of the Russian language.

3.2.7. Storage of information posted on the Customer's website is carried out for at least 3 years from the date of their posting.

3.2.8. If a third-party procurement Organizer is involved, the information specified in clause 3.1.3 a)- 3.1.3 e) of this Standard may be posted on the website of the third-party procurement Organizer in addition to the publications on the Customer's website. In the text of such publications there should be a note indicating the date and place of placement of the relevant information in the unified information system.

3.2.9. Information about closed competitive purchases is not subject to placement on the Customer's website and (or) the procurement Organizer's website

(clause 5.5 of this Standard).

### **3.3. Determination of electronic trading platforms. Placing of the information on purchase on electronic trading platforms**

3.3.1. Electronic trading sites (hereinafter - the ETS) are determined by the Customer in coordination with the CPA of PJSC Rosseti, under condition of their conformity to the technical requirements established by the Customer and data transmission about conducted procedures in an integrated automated system of purchasing activity of the Company (if the Customer uses the specified system). In case of establishment by the Government of the Russian Federation of technical requirements to used electronic trading sites, or carrying out of selection of such electronic trading sites, choice of an electronic trading site is performed by the Customer on the basis of established by the Government of the Russian Federation requirements/conducted selection in coordination with the CPA of PJSC Rosseti. With regard to PJSC "FGC UES", PJSC Rosseti has the right to consider a decision to select an electronic trading site for PJSC "FGC UES". If the Government of the Russian Federation determines the list of electronic trading sites, PJSC "FGC UES" independently chooses an electronic trading site from the proposed list, additionally notifying PJSC Rosseti about the decision taken.

3.3.2. The functionality of an electronic trading site should provide carrying out of the procedures corresponding to the rates of the Standard.

### **3.4. Corporate information systems of the Customer in the field of procurement of goods, works, services, interacting with the unified information system**

3.4.1. The Customer has the right to create corporate information systems in the field of procurement of goods, works, services, interacting with the unified information system (hereinafter - corporate information systems).

3.4.2. The following requirements are placed on the interaction of corporate information systems with the UIS:

a) the procedure for formation of electronic documents to be placed in corporate information systems, information technologies and technical means used in the creation and operation of these systems should ensure the possibility of interaction of corporate information systems with the unified information system. If the formation of such electronic documents is carried out in corporate information systems, the calculation of the deadlines for the placement of such electronic documents provided for by Law 223-FZ starts from the moment of recording the time of receipt of such electronic documents in the UIS;

b) reference books, registers and classifiers used in the UIS are to be applied in corporate information systems;

c) the exchange of information between corporate information systems and the UIS, the methods, the timing (periodicity) of transmitting information through secure communication channels within this exchange are determined by the procedure for using the unified information system, the establishment of which is provided for by Part 6 of Article 4 of Law 44-FZ;

d) electronic documents transmitted from corporate information systems to the UIS are signed by electronic signature.

3.4.3. If the information on procurement placed in corporate information systems in the field of procurement of goods, works, services does not correspond to the information on this purchase placed in the unified information system, the information placed in the UIS has priority.

## **4. THE RIGHTS AND OBLIGATIONS OF THE PARTIES AT PURCHASES**

### **4.1. The rights and obligations of the Customer, the Customer's employees performing the procurement**

4.1.1. The Customer has the right to:

a) place on the website of the Customer information about the procurement activities in relation to which a decision has been taken on the need for its placement;

b) attract for the procurement of a third-party procurement organizer, while determining in the relevant contract the rights and obligations of the Customer and the Procurement Organizer in the framework of organizing and conducting procurement procedures;

c) place on the website of the Customer a direct link to the Registry of unscrupulous suppliers, provided for by Federal Law of 18.07.2011 No. 223-FZ "On Procurement of Goods, Work, Services by Certain Types of Legal Entities" and (or) to the Register of Unscrupulous Suppliers, provided for by the Federal Law of 05.04.2013 No. 44-FZ "On a contract system in the field of procurement of goods, works, services for state and municipal needs".

4.1.2. The Customer must:

a) comply with the requirements of current legislation and this Standard;

b) place information about the purchase, as defined in clauses 3.1.3 - 3.1.4 of this Standard, if such a duty is not transferred to the Purchase Organizer;

c) sign an agreement with the person selected as the winner of the procurement or the sole procurement participant, with whom it is planned to conclude an agreement, the right to conclude which was the subject of the procurement, unless the winner (the only procurement participant recognized as complying with the notification requirements and (or) the procurement documentation) there arises another right stipulated by the procurement documentation (for example, to be presented to the Customer's Board of Directors);

d) sign, if necessary, with participants invited to participate in a closed purchase, confidentiality agreements regarding their participation in the procurement, including with regard to maintaining the confidentiality of the conditions of documentation, the draft agreement, and the terms of reference;

e) sign, if necessary, with the person selected as the winner of a closed purchase or the only participant in such a purchase with whom it is planned to sign

an agreement on non-disclosure of information regarding the conditions, procedure for entering into and executing the agreement;

f) store records drawn up in the course of the procurement, as well as following the results of the procurement, applications for participation in the procurement, the final proposals of the procurement participants, the notice of the procurement and the documentation on the procurement, changes made to the procurement documentation, clarification of the provisions of the procurement documentation, as well as other documents drawn up during the procurement process (including the calculation of the initial (maximum) purchase price) for at least 3 (three) years, if such actions are not the responsibility of the Procurement Organizer. After the expiration of the prescribed period of storage the documents may be destroyed.

4.1.3. Other rights and obligations of the Customer arising in the course of the procurement process are determined by this Standard, the notice of purchase and (or) the documentation on the purchase.

4.1.4. Employees of the Customer, carrying out the purchase are required to:

a) perform the actions prescribed by this Standard;  
b) immediately report to the Customer's management about any circumstances that may lead to negative results for the Customer, including those that may lead to the impossibility or inexpediency of performing the actions prescribed by this Standard;

c) notify the management of the Customer about any circumstances that do not allow this employee to conduct procurement in accordance with the norms of this Standard and other internal documents, as well as documents regulating the anti-corruption activities of the Customer;

d) immediately notify the Customer's management of instances of establishing facts and signs of participation and (or) victory in the procurement of legal entities or individuals affiliated with procuring employees, including members of Procurement Commissions and involved experts, as well as employees of PJSC Rosseti and its SDC supervising the execution of the contract;

e) bear personal responsibility for the execution of actions related to the conduct of the procurement.

4.1.5. Employees of the Customer, engaged in procurement, are prohibited to:

a) co-ordinate the activities of the procurement participants otherwise than provided for by the current legislation of the Russian Federation, this Standard, the notice of procurement and (or) the procurement documentation;

b) receive any benefits from the purchase other than those officially stipulated by the Customer or the Purchase Organizer;

c) provide anyone with any information on the progress of the procurement not provided for by this Standard, the procurement documentation, organizational and administrative documents of the Customer prior to the day the relevant information is placed in the sources specified in section 3 of this Standard;

d) have communications with the procurement participants other than in the normal course of business (for example, to be an affiliate with the procurement participant), which he did not declare to the Procurement Commission or the CPA of

the Customer;

e) conduct negotiations with procurement participants not provided for in this Standard and the procurement documentation.

4.1.6. Employees of the Customer, carrying out the purchase, have the right:

a) on the basis of procurement practices, to recommend to the management to make changes to the documents regulating the implementation of procurement activities;

b) to improve their skills in the field of procurement activities independently or, if possible, in specialized courses.

## **4.2. The rights and obligations of the Purchase Organizer**

4.2.1. The Purchase Organizer has the right:

a) when conducting a competitive purchase, to abandon its conduct after the announcement on one or more subject of purchase (lot) before the date and time of the deadline for submission of applications for participation in competitive procurement. Upon expiration of the cancellation of competitive procurement (the date and time of the deadline for submission of applications) and before the conclusion of the contract, the Organizer has the right to cancel the purchase only in case of occurrence of force majeure circumstances in accordance with civil legislation. When making a decision to refuse to carry out a procurement, to conclude a contract, the Organizer must place in the unified information system a justification of the decision made;

b) to refuse from carrying out non-competitive procurement at any time before signing the contract in accordance with the procedure established in the notice of procurement and (or) the procurement documentation;

c) when conducting a competitive purchase, make a change to the notice of procurement and (or) the procurement documentation (including extending the time period for accepting applications for participation in the procurement). If changes are made to the notice of the competitive procurement, the competitive procurement documentation should extend the deadline for submitting applications for participation in such procurement so that from the date of placement of these changes in the UIS until the deadline for submitting applications for participation in such procurement is still not less than half the time period for filing applications for participation in such procurement, as established by this Standard for this method of procurement;

d) during non-competitive procurement, make a change to the procurement notice and (or) the procurement documentation (including extending the time period for accepting applications for participation in the procurement). In case of changes in the notice of non-competitive procurement and (or) the documentation on non-competitive procurement, the deadline for submitting applications for participation in such procurement should be extended so that from the date of placement of these changes in the UIS until the deadline for submission of applications for participation in such procurement there was at least half the deadline for filing applications for participation in such a purchase, as established by the notice of purchase and (or) the documentation on the purchase. If changes are

made that relate exclusively to changes in the deadline for submission of applications in the direction of increasing such a period, such changes may be made at any time before the end of the initial deadline for submission of applications without an obligation to extend this period for at least half the time determined by a particular procurement procedure;

e) to establish requirements for participants of the procurement, the purchased products, the terms of its supply and determine the necessary documents confirming (or declaring) compliance with these requirements;

f) to require the procurement participants to document the conformity of products, processes of their production, storage, transportation, etc., to the requirements of the current legislation of the Russian Federation.

4.2.2. The Purchase organizer must:

a) comply with the requirements of current legislation and this Standard;

b) place information about the purchase, as defined in clauses 3.1.3 - 3.1.4 of this Standard, if such actions are not the responsibility of the Customer;

c) sign, if necessary, with the participants invited to participate in the closed purchase, confidentiality agreements regarding their participation in the procurement, including in terms of maintaining the confidentiality of the conditions of documentation, draft agreement, and technical assignment.

4.2.3. Other rights and obligations of the Procurement Organizer are established by this Standard, procurement notice and (or) procurement documentation.

4.2.4. If the Organizer of the procurement is a structural unit of the Customer, which is not the Procurement Initiator at the same time, the actions specified in clause 4.2.1 of the Standard are carried out by the Procurement Organizer in consultation with the Customer (including the Procurement Commission, if the appropriate authority has been transferred to it).

4.2.5. If the Procurement Organizer is a third-party legal entity in relation to the Customer, the distribution of functions and powers between the Customer and the Procurement Organizer is determined by the agreement signed between them.

### **4.3. The rights and obligations of the Procurement Commission**

4.3.1. The Procurement Commission must:

a) carry out consideration of applications and admission to participation in procurement, evaluation and comparison of applications of participants and selection of the winner (s) of the procurement in accordance with the terms of the procurement;

b) when making decisions on procurement, be guided by the current legislation of the Russian Federation, this Standard, the order (instruction) on the procurement, the notice of the procurement and (or) the procurement documentation with all attachments and additions, as well as other documents of the Customer regulating procurement activities;

c) if members of the Procurement Commissions have relations with the character of affiliation with the participants of the procurement, the issue of which is submitted to the meeting, such member shall declare self-withdrawal and not take

part in voting on this issue, as well as immediately inform the Customer about the occurrence of circumstances that are in the nature of affiliation, including:

- the presence of a personal interest of a member of the Procurement Committee in procurement results;

- the fact that a member of the Procurement Committee has submitted an application for participation in the procurement, in which he is a member of the Procurement Commission;

- the existence of labor relations between a member of the Procurement Commission and 25 participants in the procurement, in which he is a member of the Procurement Commission;

- a member of the Procurement Commission is a manager or a participant (shareholder) of the organization that applied for participation in the procurement, in which he is a member of the Procurement Commission;

- a member of the Procurement Commission is a member of the governing bodies, a creditor of a procurement participant, in which he is a member of the Procurement Commissions.

In the event that members of the Procurement Commissions are found in the procurement commission commissions that have signs of affiliation in accordance with provisions of this Standard, the Customer shall promptly replace them with others.

The term "personal interest" is used in the sense specified in Federal Law from 25 December 2008 No. 273-FZ "On Combating Corruption".

d) when making purchases, take measures to prevent and resolve conflicts of interest in accordance with Federal Law from 25 December 2008 No. 273-FZ "On Combating Corruption".

4.3.2. The Procurement Commission has the right to:

- a) in order to ensure the validity of the procurement decisions, decide to conduct an expert evaluation of the applications received. To conduct an examination of received applications in technical, economic, legal or other areas, the Procurement Commission may create an expert council by its decision or involve individual experts. The decision to conduct an examination, to create an expert council and determine its composition or to involve individual experts (with the definition of issues addressed by such experts) can be made before the announcement of the purchase order (instruction) to conduct the purchase or another internal document of the Customer;

- b) verify the correctness of the execution of minutes and other documents formed during the procurement process;

- c) a member of the procurement commission has the right to form a special opinion on the decision taken by the procurement commission.

Other rights and obligations of the Procurement Commission arising in the course of the procurement process are determined by this Standard, the notice of procurement and/or the procurement documentation and internal documents of the Customer.

4.3.3. A member of the Procurement Commission is personally responsible for decisions taken during the procurement process in accordance with the requirements of current legislation, this Standard and internal documents of the

Customer.

4.3.4. Decisions made by the Procurement Commission within its competence are binding for all participants in the procurement. If, prior to the signing of the contract, it is revealed that the decision of the Procurement Commission was made in violation of the requirements of this Standard, this decision is subject to cancellation. In this case, the Procurement Commission is obliged to hold a meeting again and decide on the procurement, taking into account the violations found.

#### **4.4. The rights and obligations of the participant of purchase, the winner of purchase, the only procurement participant with whom it is planned to conclude an agreement**

4.4.1. The procurement party has the right to:

- a) apply for participation in the procurement;
- b) obtain information on the subject of the procurement from the Procurement Organizer by reviewing the procurement notice and/or procurement documentation and receiving explanations from the Procurement Organizer placed in accordance with section 3 of this Standard (confidential - based on confidentiality agreements (if necessary));
- c) change, supplement or withdraw his application - before the deadline for submission of applications;
- d) contact the Procurement Organizer with questions about the clarification of the procurement documentation, as well as asking for an extension of the deadline for submission of applications with a justification of the reason for the need for such an extension.

4.4.2. The procurement participant must:

- a) prepare an application for participation in the procurement in the form established in the documentation on procurement. It must be clear from the application text that its submission is taking (acceptance) of all conditions of the Customer (Procurement Organizer) provided for in the procurement notice and/or procurement documentation, including consent to fulfill the obligations of the procurement participant when participating in the procurement;
- b) sign an agreement with the Customer and (or) the Procurement Organizer on non-disclosure of information that will become or has become known to him in the process of participation in a closed procurement (if the procurement documentation provides for such a duty).

4.4.3. Other rights and obligations of the procurement participants shall be established by this Standard, the notice of procurement and (or) the documentation on procurement.

4.4.4. Rights and obligations of the winner of the procurement, the sole procurement participant with whom it is planned to conclude an agreement:

- a) the scope of rights and obligations arising from the winner of the procurement or the sole procurement participant with whom it is planned to conclude an agreement shall be established in the notice of procurement and (or) procurement documentation;
- b) if as a result of the purchase there is no direct right to conclude a

contract, but another right, the procedure for its implementation should be specified in detail in the notice of purchase and (or) documentation on the purchase.

**4.5. The right of the Customer to establish in the course of procurement the peculiarities of carrying out, conducting individual procurement, priorities, including priorities of products of Russian origin, works, services performed and provided by Russian persons**

4.5.1. The Government of the Russian Federation has the right to establish the specifics of the procurement by individual Customers of audit services (except for the mandatory audit of the accounting (financial) statements of the Customer), as well as consulting services.

4.5.2. The Government of the Russian Federation has the right to establish the specifics of procurement carried out in cases determined by the Government of the Russian Federation in accordance with Part 16 of Article 4 of Law 223-FZ.

4.5.3. The Customer is obliged to conduct procurement, the participants of which can only be small and medium-sized businesses in the manner and in the cases established by applicable law, as well as taking into account the peculiarities of such procurement.

4.5.4. The priority of goods of Russian origin, works, services performed by Russian persons in relation to goods originating from a foreign state, works, services performed by foreign persons, are applied in cases and in accordance with the procedure established by the current legislation of the Russian Federation.

4.5.5. The Organizer of purchase may apply the relevant priorities and peculiarities only if their availability was explicitly announced in the notice of purchase and (or) the documentation on the purchase. The notice of purchase and (or) documentation on the purchase must specify:

- a) groups of suppliers (executors, contractors) or products to which priorities and peculiarities are applied;
- b) the method and order of application of priorities, features.

4.5.6. The purchase of oil and gas products is carried out mainly from Russian manufacturers. Purchase of automotive, agricultural, road-building and municipal machinery, products of transport engineering and engineering for the food and processing industry, as well as metal products, including large diameter pipes, is carried out from Russian manufacturers, except in cases of lack of production in the Russian Federation of specified goods and their analogues.

4.5.7. When purchasing software for electronic computers and databases, implemented regardless of the type of contract on a tangible medium and (or) in electronic form via communication channels, as well as the rights to use such software, including temporary, in the requirements for the procurement subject and other local legal acts of the Customer, the Customer should indicate the need for submission of proposals, providing only such software, the details of which are included in the unified register of Russian programs for electronic computers and databases created in accordance with Article 12.1 of Federal Law of 27 July 2006 No. 149-FZ “On Information, Information Technologies and Information Protection” (hereinafter referred to as the Register), except for the following cases

when:

- there is no information in the registry about software that corresponds to the same software class as the software planned for procurement;
- software, information about which is included in the register and which corresponds to the same class of software as the software planned for purchase, is not competitive (in its functional, technical and (or) operational characteristics it does not meet the requirements established by the Customer for the planned software purchase).

4.5.8. For each purchase, to which the exceptions specified in clause 4.5.7 of this Standard are applied, it is necessary to publish information on such purchases on the website of the Customer in the "Procurement" section with justification of the impossibility of complying with the restriction on the admission of software originating from foreign countries, no later than 7 calendar days from the date of publication of information on procurement in the UIS.

4.5.9. When conducting procurement, priority is given to procurement of Russian innovative building materials. According to results of procurement procedures, it is possible to conclude long-term contracts with Russian manufacturers of building materials under guaranteed volumes of supplies of future periods of innovative building materials, as well as with manufacturers who have prepared special investment contracts for development of production of these products in the prescribed manner.

4.5.10. When forming the procurement documentation, the norms of Resolution of the Government of the Russian Federation No. 719 of 17 July 2015 "On confirmation of the production of industrial products in the territory of the Russian Federation" should be used, which defines the criteria for classifying products to industrial products produced in the Russian Federation in cases established by the law.

When purchasing fiber-optic cable products, as well as purchases of works, services, when performing, the provision of which provides for the supply of fiber-optic cable products, participants offering fiber-optic products that meet the criteria for confirming the production of industrial products are allowed to participate in the procurement in non-competitive ways on the territory of the Russian Federation, established by Resolution of the Government of the Russian Federation dated 17 July 2015 No. 719 "On confirmation of the production of industrial products in the territory of the Russian Federation", except for the absence of production of such products on the territory of the Russian Federation. Confirmation of the absence of production of purchased fiber-optic cable products on the territory of the Russian Federation is a conclusion issued in accordance with the procedure established by the Ministry of Industry and Trade of the Russian Federation, taking into account the provisions of Resolution of the Government of the Russian Federation dated 17 July 2015 No. 719 "On confirmation of the production of industrial products in the territory of the Russian Federation".

4.5.11. When carrying out non-competitive purchases of deep-water systems, such products can be supplied provided that the deep-water systems are produced by Russian geological companies. When executing contracts concluded as a result of

non-competitive purchases, replacement of supplied deep-water systems manufactured by Russian geological companies with other deep-water systems is not allowed.

#### **4.6. General requirements to participants of purchase**

4.6.1. Any person has the right to make an application on participation in purchase (with the exception of closed competitive procurement). Only persons specially invited to participate in such a purchase can apply for participation in a closed competitive purchase and be allowed to participate in a closed competitive purchase.

4.6.2. The participant of purchase can be:

a) any legal body or some legal entities acting on the party of one participant of purchase (including on the basis of the agreement on creation of simple partnership according to requirements of the current legislation of the Russian Federation), irrespective of the organisational-legal form, pattern of ownership, a location and a place of origin of the capital;

b) any physical person or some physical persons acting on the party of one participant of purchase, including an individual businessman or some individual businessmen acting on the party of one participant of purchase (including on the basis of the agreement on creation of simple partnership according to requirements of the current legislation of the Russian Federation).

4.6.3. In a case if the participant of purchase is a legal body, he should be registered as a legal person when due hereunder, and for the types of activity demanding according to the legislation the Russian Federation special permissions (licences, admissions, and such documents) – should have them. In a case if the participant of purchase is an individual businessman, he should be registered as an individual businessman in an order established by the legislation of the Russian Federation. In a case if the participant of purchase is a physical person – he should possess the complete right and capacity according to requirements of the current legislation of the Russian Federation.

4.6.4. Collective participants of purchase can participate in purchases if it is directly not forbidden by the current legislation of the Russian Federation.

4.6.5. Members of the consolidations, who are collective participants of purchase, should have the agreement among themselves (another document), corresponding to rates of the Civil Code of the Russian Federation in which the rights and obligations of the parties should be specified and the leader of such collective participant of purchase, a distribution plan for implementation of deliveries/works/services in the framework of the execution of the contract, concluded by the results of the procurement, should be established.

4.6.6. When conducting closed competitive purchases, the notice of purchase and (or) procurement documentation must indicate whether a person, who is not personally invited to participate in the purchase, can be part of a collective procurement participant. In any case, the leader of the collective procurement participant should be solely the person invited by the Customer to participate in the procurement.

4.6.7. Only procurement participants, whose bids are deemed to meet the requirements of the procurement notice and (or) procurement documentation, can claim to conclude a contract on the results of the procurement with the Customer or to exercise other rights provided for in the procurement notice and (or) procurement documentation.

4.6.8. Other requirements for the procurement participants shall be established by the procurement notice and (or) procurement documentation in accordance with the requirements of the current legislation of the Russian Federation and this Standard.

## **5. METHODS OF PURCHASES, THEIR TYPES AND CONDITIONS OF THEIR SELECTION**

### **5.1. The list of the permitted methods of purchases**

5.1.1. This Standard provides for competitive and non-competitive procurement methods.

5.1.1.1. The competitive purchasing methods include:

- a) tender (open tender, tender in electronic form, closed tender in electronic form, closed tender in non-electronic form);
- b) auction (open auction, auction in electronic form, closed auction in electronic form, closed auction in non-electronic form);
- c) request for proposals (request for proposals in electronic form, closed request for proposals in electronic form, closed request for proposals in non-electronic form);
- d) request for quotations (request for quotations in electronic form, closed request for quotations in electronic form, closed request for quotations in non-electronic form);
- e) competitive pre-selection;
- f) request for price quotes based on competitive preliminary selection.

5.1.1.2. The non-competitive procurement methods include:

- a) preliminary selection;
- b) request for quotes on the results of the preliminary selection;
- c) price comparison (price comparison in electronic form, price comparison in non-electronic form);
- d) purchase from a single supplier (performer, contractor);
- e) procurement by participating in procedures organized by product sellers;
- f) limited procurement;
- g) purchase in an electronic store.

5.1.2. The procurement methods provided for in this Standard may be single-stage and multi-stage, single-lot and multi-lot.

5.1.3. During the procurement process, the following procurement stages may

be envisaged:

a) holding by the Customer, before the deadline for submitting applications for participation in the purchase, discussions with the participants of the procurement of the functional characteristics (consumer properties) of goods, quality of works, services and other conditions of the contract execution in order to clarify in the procurement notice, procurement documentation, the draft contract of the required characteristics (consumer properties) of the purchased goods, works, services;

b) the Customer's discussion of the proposals on the functional characteristics (consumer properties) of goods, quality of works, services and other conditions for the execution of the contract contained in the applications of the procurement participants in order to clarify in the notice of the procurement, documentation on procurement, the draft contract of the required characteristics (consumer properties) of the procured goods, works, services;

c) consideration and assessment by the Customer of applications for participation in such procurement submitted by participants in the purchase;

d) a comparison of additional price proposals of the procurement participants to reduce the contract price;

e) consideration of applications of participants submitted for participation in the procurement for compliance with the established requirements;;

f) rebidding;

g) auction procedure;

h) summing up the procurement results, within the framework of which the bids of participants admitted to participate in the procurement are evaluated and compared according to the results of consideration of bids, the selection of the procurement winner.

5.1.4. Organizational-administrative documents of the Customer or a decision of the CPA of the Customer can establish requirements and (or) recommendations about carrying out and (or) not carrying out of purchases by separate methods and (or) in the separate form (with application of special procedures) in quantitative and (or) price expression provided that such requirements and (or) recommendations do not contradict rates of the current legislation of the Russian Federation and this Standard.

## **5.2. General provisions**

5.2.1. The method of procurement is chosen by the Customer depending on the subject matter of the contract, the number of criteria and other factors, while competitive methods of procurement are priority.

5.2.2. The decision to conduct the procurement is made by an authorized person and executed in accordance with clause 7.2 of this Standard. Unless otherwise specified by this Standard or other organizational and administrative documents of the Customer, the same person shall appoint the Procurement Commission.

5.2.3. The terms of the purchase may provide for the possibility of choosing several winners of the purchase and entering into several contracts based on the

results of the purchase, respectively.

5.2.4. Unless otherwise expressly stated in this Standard, procurement methods shall be applied if there are grounds established by this Standard in accordance with the approved Procurement Plan or after obtaining permission from the Customer's CPA or other procurement (permitting) authority of the Customer (clause 2.2.3 of the Standard) within its competence.

5.2.5. In exceptional cases, by decision of the CPA of the Customer or another procurement authority of the Customer, the method (or its type) of those listed in clause 5.1.1 of this Standard can be selected for individual specific purchases, the use of which is not allowed under the existing grounds provided by this Standard (including when exceeding the threshold values for the choice of procurement methods). The provisions of this paragraph do not apply to competitive purchases made in accordance with clause 5.4.2 b) of this Standard, as well as non-competitive purchases made by the purchase method in an electronic store. The CPA of the Customer can make any other decisions on a specific purchase that do not contradict the norms of current legislation.

5.2.6. Purchases in cases, specified in clause 5.2.5 of this Standard, are approved by the CPA of the Customer or other purchasing (permitting) authority of the Customer within its competence when forming (adjusting) the Procurement Plan and subject to the absence of restrictions established by the legislation of the Russian Federation.

### **5.3. Electronic purchases**

5.3.1. Electronic purchase is mandatory if:

a) The Customer purchases products included in the list of goods, works, services, the procurement of which is carried out in electronic form approved by the Government of the Russian Federation;

b) a competitive purchase is held, the participants of which can only be small and medium-sized businesses;

c) the initial (maximum) contract price is more than 500 (five hundred) thousand rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) (and for customers whose annual revenue for the fiscal year is less than 5 (five) billion rubles - if the initial (maximum) contract price is more than 100 (one hundred) thousand rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0), with the exception of purchases, which are carried out by means of price comparison in non-electronic form, purchase from a single supplier (performer, contractor) and purchase through participation in procedures organized by sellers of products. If it is impossible to conduct the procurement procedure in electronic form, additional approval of the procurement procedure in non-electronic form is necessary with the CPA of the Customer;

d) a non-competitive purchase is carried out, the participants of which can only be small and medium-sized businesses by purchasing in an electronic store.

5.3.2. The rules and procedures for the procurement in electronic form are established by the regulations (provisions) of electronic platforms, taking into

account the requirements established by applicable law.

5.3.3. The Customer has the right to decide on the conduct of the purchase in electronic form in cases where the use of the electronic form in accordance with the terms of this Standard is not mandatory.

#### **5.4. Procurement, the participants of which can only be small and medium-sized businesses.**

5.4.1. In cases established by current legislation, the Customer is obliged to purchase products in the amount specified by the Government of the Russian Federation from small and medium-sized businesses (hereinafter - SMEs).

5.4.2. Purchases from SMEs are carried out through procurement:

- a) whose participants are any persons, including SMEs;
- b) the participants of which are only SMEs;
- c) in respect of the participants of which the Customer establishes the requirement to attract subcontractors (co-contractors) from among the SMEs to the contract execution.

5.4.3. When making purchases in accordance with clause 5.4.2 b) of this Standard, the Customer is entitled, upon the expiration of the deadline for receipt of applications, to carry out the procurement in the general manner established by this Standard in cases where:

- a) the SMEs did not apply for participation in such a procurement;
- b) bids of all procurement participants that are SMEs are withdrawn or do not meet the requirements stipulated by the procurement documentation;
- c) the bid filed by the sole procurement participant who is a SME entity does not meet the requirements stipulated in the purchase notice and/or the procurement documentation;
- d) the customer, in the manner prescribed by this Standard, has decided (except for the case of competitive procurement) that the contract is not concluded as a result of the procurement.

5.4.4. In order to implement the procurement stipulated in clause 5.4.2 b) of this Standard, the Customer approves and places in the unified information system the list of goods, works, services procured from SMEs (hereinafter referred to as the List).

5.4.5. If the initial (maximum) contract price (price of the lot) for the supply of goods, performance of works, provision of services does not exceed 200 (two hundred) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) and the specified goods, works, services are included in the List, the Customer is obliged to purchase such goods, works, services from SMEs.

5.4.6. If the initial (maximum) contract price (price of the lot) for the supply of goods, performance of works, provision of services exceeds 200 (two hundred) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0), but does not exceed 800 (eight hundred) million rubles with VAT (either without VAT, if the purchase of products is not subject to VAT or VAT is 0) and the specified goods, works, services are included in the List, the Customer

has the right to purchase such goods, works, services from SMEs.

5.4.7. The price thresholds specified in clauses 5.4.5 and 5.4.6 of this Standard can be changed by a decision of the Government of the Russian Federation.

5.4.8. Competitive purchases in electronic form, as well as a non-competitive purchase, carried out by the method of purchase in an electronic store, the participants of which can only be SMEs are carried out on electronic platforms operating in accordance with the uniform requirements provided for by Law 44-FZ and additional requirements established by the Government of the Russian Federation.

5.4.9. In the cases established by the current legislation, the provisions of this Standard regarding the participation of small and medium-sized businesses in the procurement of goods, works, services are applied during the experiment period established by Federal Law of 27 November 2018 No. 422-FZ "On conducting an experiment to establish a special tax regime "Tax on professional income" in relation to individuals who are not individual entrepreneurs and apply a special tax regime "Tax on professional income".

## **5.5. Application of procurement procedures in a closed form**

5.5.1. A closed tender, a closed auction, a closed request for quotations, a closed request for proposals or other competitive procurement provided for in this Standard shall be carried out in a closed way, subject to one of the following conditions:

- a) information on such procurement constitutes a state secret;
- b) if such a purchase is carried out as part of the fulfillment of a state defense order in order to ensure the defense and security of the Russian Federation in terms of orders for the creation, modernization, supply, repair, maintenance and disposal of weapons, military and special equipment, for the development, production and supply of space technology and space infrastructure facilities;
- c) the Government of the Russian Federation has defined lists and (or) groups of goods, works, services, information on the purchase of which does not constitute a state secret, but is not subject to placement in the UIS;
- d) the Government of the Russian Federation has determined a specific purchase, information about which does not constitute a state secret, but is not subject to placement in the UIS;
- e) the Government of the Russian Federation has defined lists and (or) groups of goods, works, services, the procurement of which is carried out by specific Customers, information on the procurement of which does not constitute a state secret, but is not subject to placement in the UIS;
- f) the Coordination body of the Government of the Russian Federation has identified a specific purchase, information about which does not constitute a state secret, but is not subject to placement in the UIS when implementing investment projects with state support in the amount established by the Government of the Russian Federation, the cost of which exceeds 500 (five hundred) million rubles,

subject to the inclusion of such projects in the register of investment projects;

g) the Coordination body of the Government of the Russian Federation has identified specific types of engineering products that are included in the lists and information about the purchase of which does not constitute a state secret, but are not subject to placement in the UIS when implementing investment projects with state support in the amount established by the Government of the Russian Federation, the cost of which exceeds 500 (five hundred) million rubles, subject to the inclusion of such projects in the register of investment projects.

## **5.6. Terms of choosing the method of purchase**

5.6.1. The tender is held in the procurement of any products. The choice of the winner of the tender is carried out according to a set of criteria (at least two) established by the documentation on the purchase.

5.6.2. The auction is held when purchasing products for which there is a competitive market for product manufacturers and for which the Initiator of purchase has formulated detailed requirements in the form of a technical specification. The choice of the auction winner is carried out on the basis of only one criterion - the contract price.

5.6.3. The request for proposals is carried out in the procurement of any products while meeting the following conditions:

a) the initial (maximum) contract price does not exceed 15 (fifteen) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

b) the choice of the winner of the request for proposals is carried out on the basis of a set of criteria (at least two) established by the procurement documentation.

5.6.4. In addition to the conditions, specified in clause 5.6.3 of this Standard, the request for proposals may be made regardless of the size of the initial (maximum) contract price in the event that the Customer procures work on construction, technical re-equipment and reconstruction of power grid facilities necessary for implementation of grid connection of preferential groups of applicants subject to the restrictions established by clause 5.6.15 of the Standard.

5.6.5. The request for quotations is carried out when purchasing products for which there is a competitive market for product manufacturers and for which the Initiator of purchase has formulated detailed requirements in the form of a technical specification while simultaneously observing the following conditions:

a) the initial (maximum) contract price does not exceed 7 (seven) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

b) the winner will be selected on the basis of only one criterion - the contract price.

5.6.6. In addition to the conditions, specified in clause 5.6.2, 5.6.3 and clause 5.6.5 of this Standard, the auction, the request for proposals and the request for quotations can be held regardless of the size of the initial (maximum) contract price in the event that the Customer purchases among the winners of the open

procurement procedures for the right to conclude agreements held before 1 January 2019, until the expiration of such agreements, as well as among the winners of tenders or requests for proposals, if, as a result of such purchases, the Customer has concluded agreements with several participants, providing for the possibility of such purchases.

5.6.7. The competitive pre-selection or pre-selection, concluding agreements with several winners based on the results of such procedures, are carried out in cases when at the time of procurement the Customer cannot determine specific volumes and (or) terms of product supply (performance of works/services). According to the results of the competitive pre-selection or pre-selection among the winners of such procedures, price requests are made to meet the product needs arising during the term of the agreements. The competitive pre-selection and pre-selection are carried out without restrictions on the size of the initial (maximum) contract price.

5.6.8. Request for quotations on the results of competitive pre-selection is carried out only among the winners of the competitive pre-selection without restrictions on the size of the initial (maximum) contract price.

5.6.9. Request for quotations on the results of the preliminary selection is carried out only among the winners of the preliminary selection without restrictions on the size of the initial (maximum) price of the contract.

5.6.10. Price comparison is carried out when purchasing simple products if the initial (maximum) purchase price does not exceed 500 (five hundred) thousand rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) if the Customer's revenue for the reporting fiscal year is more than 5 (five) billion rubles, or does not exceed 100 (one hundred) thousand rubles including VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) if the Customer's revenue for the fiscal year is less than 5 (five) billion rubles.

5.6.11. Purchase from a single supplier (performer, contractor) is carried out in the cases established by clause 5.7 of this Standard.

5.6.12. By decision of the CPA of the Customer, procurement can be made by the Customer's participation in auctions, tenders or other procedures organized by sellers of products (including at the electronic site) if there is a need for products that can only be acquired through participation in such procedures.

5.6.13. The purchase is carried out by the procurement method with limited participation when one or several conditions of its conduct do not correspond to the conditions of competitive procurement methods, including in terms of the description of the subject of procurement, the establishment by the Customer of the requirement for the procurement participants on the need to offer goods of Russian origin, including those supplied as part of the procurement of works, the provision of purchased services in order to ensure the minimum share of purchases of goods of Russian origin, etc. The selection of the winner of the procurement with limited participation can be carried out both by a set of evaluation criteria (at least two), and by one criterion (for example, price).

5.6.14. The purchase is carried out by the method of purchase in an electronic store when purchasing any products, subject to the following conditions:

- a) the initial (maximum) price of the contract does not exceed 20 (twenty)

million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

b) the selection of the winner of the procurement is carried out according to the evaluation criteria established in the notice of procurement.

c) the procurement procedure includes the requirements provided for in paragraph 8.2.8 of this Standard

5.6.15. Purchases, provided for by clause 5.4.2 b) of this Standard, can be carried out in both competitive and non-competitive ways. Competitive procurement, provided for in clause 5.4.2 b) of this Standard, can only be made in electronic form by holding a tender in electronic form, auction in electronic form, request for quotations in electronic form or request for proposals in electronic form. When conducting competitive purchases, which participants can only be small and medium-sized businesses, the Customer does not have the right to change the threshold values of the initial (maximum) contract price for the respective procurement methods, as well as to shorten the deadlines for accepting applications from the participants of such purchases established by this Standard.

5.6.16. If the Customer himself is a participant in the procurement conducted by another Customer (hereinafter referred to as third-party procurement), the Customer determines the co-contractors (co-suppliers) in the process of preparing such an application (proposal), or sub-suppliers (subcontractors) in order to execute such an agreement by purchasing with the methods established by this Standard, including the method of procurement from a single supplier (performer, contractor). The Customer has also the right to conduct such purchases without complying with the price thresholds established by this Standard (with the exception of competitive purchases, specified in clause 5.4.2 b) of the Standard, as well as non-competitive purchases carried out by the purchase method in an electronic store). A preliminary contract or agreement under the condition that the Customer concludes a contract on the results of the third-party procurement is concluded with the selected supplier.

## **5.7. Purchase from a single supplier (performer, contractor)**

5.7.1. Depending on the initiative side, procurement from a single supplier (performer, contractor) can be accomplished by sending a proposal for concluding an agreement to a specific supplier (performer, contractor), or accepting a proposal for concluding an agreement from one supplier (performer, contractor) without considering competing offers.

5.7.2. The decision on the selection of a supplier (performer, contractor) is made by the CPA of the Customer or another purchasing (permitting) body within its competence in accordance with this Standard based on the information of the Customer on the market analysis conducted.

5.7.3. Purchase of goods (works, services) from a single supplier (performer, contractor) can be made if there is any of the following reasons:

5.7.3.1. Supply of goods, performance of work, and provision of services are related to the field of activity of natural monopolies in accordance with Federal Law No. 147-FZ of 17 August 1995 "On Natural Monopolies" at prices (tariffs) regulated in accordance with the legislation of the Russian Federation, including during the

renewal of the previously concluded contract;

5.7.3.2. There was a need for works or services, the performance or provision of which is carried out only by an executive body in accordance with its authority or a state institution under its jurisdiction, a state unitary enterprise, whose relevant powers are established by federal laws, regulatory acts of the President of the Russian Federation or regulatory acts of the Government of the Russian Federation, legislative acts of the relevant subject of the Russian Federation;

5.7.3.3. There was a need for products that can only be obtained from one supplier (performer, contractor) and/or there is no equivalent replacement, including if the supplier (performer, contractor) is the only legal or natural person, including an individual entrepreneur, providing services on the territory of another state;

5.7.3.4. There was a need for additional procurement by entering into an additional agreement, when, for reasons of standardization, unification, as well as to ensure compatibility or continuity (for works, services) with previously purchased products, new purchases should be made only from the same supplier (performer, contractor) or it became necessary to purchase additional works or services that were not included in the original project (contract), but not separated from the main contract without significant difficulties. When deciding to purchase from a single supplier (performer, contractor) for this reason, you should check whether a change of supplier (performer, contractor) will force the Customer:

a) when purchasing goods - to purchase them with other technical characteristics (which can lead to significant technical difficulties in work and maintenance);

b) in the procurement of works (services) - to experience significant difficulties from changing the contractor (performer), who has specific experience and established connections for the successful execution of works (provision of services) to this Customer.

Such an additional purchase is reflected in the execution reports of the Procurement Plan as a purchase from a single supplier (performer, contractor) and shall not exceed 10 (ten) percent of the original contract price concluded as a result of the procurement procedure. If the amount of the additional purchase (or several, if additional purchases from this supplier (performer, contractor) were made several times) exceeds 10 (ten) percent, the Procurement Initiator, when agreeing on the possibility of concluding such an additional agreement with PJSC Rosseti's CPA, must make sure that the conclusion of the contract based on the results conducting a new procurement procedure in a different way (with the exception of procurement from a single supplier (performer, contractor) will lead to negative consequences for the Customer (including an increase in the price of such an agreement) and provides documents confirming the inexpediency of carrying out a new procurement procedure, justifying the impossibility of changing the counterparty for the agreement (if such a circumstance exists) signed by the Deputy Chairman of the Management Board in charge of the Procurement Initiator and agreed with the Deputy Chairman of the Management Board for Security and the relevant departments responsible for anti-corruption control of the procurement private activities;

5.7.3.5. There was a need for purchases made by prolongation of the contract (extension of the contract on the same conditions for the same period), while making sure that the conclusion of the contract based on the results of the new procurement procedure in a different way (excluding purchases from a single supplier (performer, contractor)) will lead to negative consequences for the Customer (including an increase in the price of such an agreement). The use of this base is possible only in exceptional cases;

5.7.3.6. There was a need to procure training services or conduct thematic seminars (meetings, trainings, forums, conferences), other services for organizing mass cultural and sporting events, if the specificity of the procurement is such that an equivalent replacement of a supplier (performer, contractor) is impossible;

5.7.3.7. There is purchase of goods, the production of which is created or modernized and (or) mastered on the territory of the Russian Federation in accordance with a special investment contract, at regulated prices in the manner and in cases established by the current legislation;

5.7.3.8. There was a need for procurement of services for designers' control over the development of project documentation of capital construction projects, supervision of construction, reconstruction, overhaul of capital construction projects, by relevant designers;

5.7.3.9. There was a need to procure services related to sending an employee on a business trip (travel to the place of a business trip and back, renting accommodation, transportation, catering);

5.7.3.10. There was a need to participate in conferences, seminars, cultural, sports and other similar events (purchase of "partner", "sponsor" packages, etc.;

5.7.3.11. There was a need to conclude an agreement on the right of temporary possession and use or temporary use of movable and/or immovable property, including: rent of land plots and buildings (premises), other real estate items necessary to support the main production and economic activities.

This provision applies also in case of impossibility or inexpediency of changing the lessor under previously concluded lease agreements, due to economic and (or) technical inexpediency, or in the absence of competitive offers in the market, while the Initiator of purchase provides the CPA of the Customer with documents confirming these circumstances. It is advisable to conclude primary lease agreements on a competitive basis with the establishment of a lease term for the maximum possible period (mostly at least 3-5 years).

5.7.3.12. There was a need to conclude an agreement (prolongation of the previously concluded agreement) for provision of water removal, sewerage, electricity, sewerage, heat supply, gas supply services (except for services for sale of liquefied gas), solid municipal waste management, connection to networks of engineering and technical support at prices (tariffs) regulated in accordance with the legislation of the Russian Federation, services for transmission (transit) of electricity through adjacent grids, including through foreign countries and other goods, i.e., services with regulated tariffs/prices according to the legislation of the Russian Federation;

5.7.3.13. There was a need to conclude an agreement on provision of services

for organization of functioning and development of the distribution grid complex;

5.7.3.14. There was a need to conclude an agreement on provision of services for organization of the treasury function;

5.7.3.15. The presence of requirements of the current legislation of the Russian Federation on conclusion of a contract with a specific counterparty;

5.7.3.16. There was a need to conclude a contract for provision of legal services in interrelated court cases or one case, considered in different judicial instances, or provision of notarial services;

5.7.3.17. The contract is concluded in connection with termination of the previously concluded contract, and the Customer does not have time to conduct the purchase in any other way than buying from a single supplier (performer, contractor). In this case, the contract is concluded within the scope of the goods (work, services) and the price of the terminated contract, while, prior to termination of the contract, the supplier (contractor) partially fulfilled the obligations under such contract, then when concluding a new contract, the amount of purchased products should be reduced taking into account the quantity of products received under the previously concluded contract with a proportional decrease in the contract price and, if necessary, with a change in the terms of the contract;

5.7.3.18. Purchase from an organization of the military-industrial complex of products manufactured by it that have no analogues manufactured in the Russian Federation, subject to the existence of a conclusion issued by the Ministry of Industry and Trade of Russia on classifying such products as industrial products that have no analogues manufactured in the Russian Federation.

5.7.3.19. Presence of circumstances requiring procurement from a single supplier (performer, contractor) (only by a special decision of the CPA of the Customer or another procurement authority within its competence), and the Initiator of purchase provides the CPA of the Customer with documents confirming the impossibility of conducting a competitive procurement procedure, signed by the supervising Deputy General Director and agreed with the relevant units responsible for anti-corruption control of procurement activities.

5.7.3.20. Purchase is carried out as a result of an accident, other natural or man-made emergency situations, force majeure, if urgent medical intervention is necessary, as well as to prevent the threat of occurrence of these situations if any of the following reasons exist:

a) due to extraordinary circumstances, force majeure, if urgent medical intervention is necessary, there is an urgent need for certain products, and therefore the use of other procedures is unacceptable. In such circumstances, the purchase of products from a single supplier (performer, contractor) is made taking into account the fact that the volume of purchased products should not be more than enough to prevent an emergency situation or eliminate its consequences, to ensure urgent medical intervention;

b) when purchasing additional works or services not included in the original project (contract), but not separated from the main contract without significant difficulties and necessary to prevent an emergency or eliminate its consequences.

5.7.4. The maximum annual volume of purchases made on the grounds, stipulated in clauses 5.7.3.1 - 5.7.3.19 of this Standard, is set by the scenario conditions for the formation of the Customer's Business Plan, as well as other documents of the Customer.

5.7.5. If the purchase is carried out on the grounds provided for by clause 5.7.3.20 of this Standard and circumstances do not allow obtaining permission from the Customer's CPO for such a purchase, such a purchase can be made by order of an authorized person/body of the Customer, empowered to make the appropriate decision. In this case, the person who made this decision (another authorized body of the Customer) sends for consideration information on the results of the purchase of the Customer's CPO to include such a purchase in the Purchase Plan. The Customer's CPO checks whether the urgency was the result of the negligence of the Customer's officials, and, if necessary, organizes an official investigation and punishment of those responsible. Materials on procurement from a single supplier (performer, contractor) due to lack of time for procurement on a competitive basis are signed by the Deputy General Director in charge of the Procurement Initiator unit. Organizational and administrative documents of the Customer may establish the maximum term for the provision of such materials for consideration by the Customer's CPO.

## **5.8. Conclusion of additional agreements to existing contracts**

5.8.1. Conclusion of additional agreements to contracts concluded based on the results of procurement, providing for an increase in the value of the contract, is a purchase from a single supplier (performer, contractor) in accordance with clause 5.7 of this Standard. In other cases, supplementary agreements are not a purchase from a single supplier (performer, contractor), information on the conclusion of such supplementary agreements is posted in accordance with clause 3.1.3 h) and clause 3.1.4 c) of this Standard without conducting procurement procedures.

5.8.2. The decision to conclude additional agreements to the contracts concluded as a result of the procurement procedures is taken by the CPA of PJSC Rosseti/CPA of SDC of PJSC Rosseti within their competence, established by internal documents of PJSC Rosseti. The CPA of PJSC Rosseti/CPA of SDC of PJSC Rosseti has the right to determine cases of entering into additional agreements that do not affect the execution of the contract and are not subject to review at the CPA of PJSC Rosseti/CPA of SDC of PJSC Rosseti.

## **5.9. Features of procurement of certain types of goods, works, services, rent (including chartering, financial rent)**

5.9.1. The Government of the Russian Federation has the right to determine the lists of goods, the procurement of which with the initial (maximum) price of the contract, exceeding the amount established by the Government of the Russian Federation, cannot be made by Customers without the consent of the Coordinating Body of the Government of the Russian Federation to coordinate the procurement of the Customers' operational characteristics of these goods, including the use of which

is provided for by the terms of the procurement, the subject of which is the performance of work, the provision of services, rent (including chartering, financial lease), and (or) the possibility of such purchases outside the territory of the Russian Federation.

5.9.2. The order by which the Customers approve the procurement of goods, as well as purchases, the subject of which is work, services, rent (including chartering, financial leasing), the terms of which stipulate the use of these goods, with the Coordinating Body of the Government of the Russian Federation on coordination of customers' purchases is determined by the Government of the Russian Federation. Until it is agreed with the Coordinating Body of the Government of the Russian Federation on coordination of customers' purchases, the Customers are not entitled to include such purchases in the procurement plans and (or) make such purchases.

5.9.3. Provided for in this subsection of the Standard peculiarities apply to purchases of PJSC Rosseti and SDC of PJSC Rosseti, where PJSC Rosseti has its share in their authorized capital more than 50 (fifty) percent.

5.9.4. Provided for in this subsection of the Standard peculiarities do not apply to purchases made by the Customers in accordance with Law 44-FZ.

## **5.10. Features of procurement by the Customers implementing investment projects with state support included in the register of investment projects**

5.10.1. Purchases of the Customers implementing investment projects with state support in the amount established by the Government of the Russian Federation, the cost of which exceeds 500 (five hundred) million rubles, subject to the inclusion of such projects in the register of investment projects, are carried out taking into account the features stipulated by current legislation.

5.10.2. The features specified in clause 5.10.1 of this Standard do not apply to purchases:

- a) carried out by the Customers in accordance with Law 44-FZ;
- b) goods, works, services at the expense of funds provided for implementation of investment projects, subject to the implementation of such projects outside the territory of the Russian Federation and other territories under the jurisdiction of the Russian Federation, or in accordance with interstate treaties and intergovernmental treaties of the Russian Federation;
- c) implemented by the Customers - PJSC Rosseti and SDC of PJSC Rosseti, where PJSC Rosseti has its share in their authorized capital more than 50 (fifty) percent.

## **6. PLANNING OF PURCHASES**

### **6.1. General provisions**

6.1.1. For the purposes of procurement, the Customer forms the Plan for procurement of goods, works, services (hereinafter - the Procurement Plan), and in cases provided for by current legislation, the Plan for purchase of innovative

products, high-tech products, and medicines (hereinafter - the Procurement Plan for Innovative Products).

**6.1.2.** The procurement planning procedure is determined by this Standard. The organizational and administrative document of the Customer may detail the procedure for preparing, agreeing, approving and changing the Procurement Plan, Procurement Plan for Innovative Products by approving the relevant regulations (procedure) indicating specific responsible business units. At the same time, this regulation (procedure) should not contradict the norms of this Standard and the current legislation.

**6.1.3.** The procurement plan is an action plan for one calendar year for organizing procurement procedures in order to conclude any contracts for which procurement is required (preparation and procurement), unless otherwise provided by this Standard and (or) organizational and administrative documents of PJSC Rosseti in terms of planning purchases. By decision of the Central purchasing authority of PJSC Rosseti or the central purchasing authority of subsidiary PJSC Rosseti, PJSC Rosseti or subsidiary subsidiary of PJSC Rosseti, respectively, may draw up a Procurement Plan in terms of investment activities for a period of more than one calendar year. If, in accordance with the legislation, the Customer is obliged to procure goods, works, services from SMEs, the Procurement Plan of such a Customer must contain a section on procurement from SMEs formed for a period of at least three years. The procurement plan for innovative products is formed for a period of five to seven years.

**6.1.4.** When forming the Procurement Plan, the Procurement Plan for Innovative Products, the Customer must comply with the mandatory volumes of purchases established in accordance with the requirements of the legislation, including purchases from SMEs, purchases of innovative products and high-tech products.

**6.1.5.** Approval of the Procurement Plan, the Procurement Plan for Innovative Products is carried out in accordance with the provisions of clauses 6.2 and 6.3 of this Standard, organizational and administrative documents, decisions of the CPA of PJSC Rosseti and its SDC (if any) and in compliance with the requirements of current legislation.

**6.1.6.** Unless otherwise provided by applicable law, the basis for the procurement is an approved Procurement Plan, containing these purchases, or the adjusted Procurement Plan in accordance with the rules of this Standard.

**6.1.7.** The Customer has the right, by the decision of the CPA of the Customer, to carry out the adjustment of the approved Procurement Plan, the Procurement Plan for Innovative Products, unless otherwise provided by the norms of the current legislation of the Russian Federation.

**6.1.8.** The Procurement Plan for the next calendar year (or another period established by the current legislation of the Russian Federation), as well as adjustments to the Procurement Plan, providing for the inclusion in it of new purchases, the cost of which exceeds 10% of the originally approved Procurement Plan (except for purchases to raise credit funds, as well as purchases made for the purpose of fulfilling the Customer's income generating contracts), as well as

adjustments in terms of increasing the value of previously approved procurement, the cost of which is 100 million rubles with VAT and more, or a change in technical solutions that entail an increase in the previously approved cost parameters of such purchases, approved by the CPA of the Customer (unless otherwise established by the Customer's internal documents), with prior approval of the CPA of PJSC Rosseti. Other adjustments to the Procurement Plan, including adjustments related to purchases to raise credit funds and purchases made for the purpose of fulfilling the Customer's income generating contracts, are made by the CPA of the Customer with the provision of reporting materials in accordance with the procedure established by this Standard and the organizational and administrative document of the Customer.

**6.1.9.** The Procurement Plan and the Procurement Plan for innovative products are formed by the Customer in the form and in accordance with the requirements established by the current legislation. The form of the Procurement Plan for PJSC Rosseti and subsidiaries of PJSC Rosseti may be approved by the internal documents of PJSC Rosseti. The procurement plan and the procurement plan for the Customer's innovative products are placed in the UIS in the amount determined by the current legislation, taking into account clause 3.1.8 and clause 3.1.10. of this Standard.

## **6.2. Preparation of the Procurement Plan**

**6.2.1.** The Procurement Plan is formed in accordance with the draft Budget (Business plan) of the Customer (the approved Budget (Business plan), if any), and on the basis of programs determining the production activities of the Customer.

**6.2.2.** The Procurement Plan should be formed in the information system of the Customer, defined by the organizational and administrative documents of the Customer, including using automation tools, in accordance with the current rules of operation of this system. When implementing a single information space (including an electronic trading platform) in PJSC Rosseti and its subsidiaries, the Customer is obliged to ensure the integration of the information systems used in the procurement activities (including those used by the electronic platform) with the specified single information space.

**6.2.3.** The following rules are observed during the formation of the Procurement Plan draft:

- a) purchases are included in the Procurement Plan of the year in which the announcement of the procurement procedure is planned<sup>2</sup>;
- b) reasonable consolidation of purchases of homogeneous products is carried out, without leading to restriction of competition;
- c) it is not allowed to split the purchase of homogeneous products into several positions for the purpose of carrying out the purchase in a non-competitive way (if such a purchase is required in accordance with this Standard in a competitive

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<sup>2</sup> At the same time, the Customer provides control over the planned period of the indicator on the volume of payments under contracts concluded with small and medium-sized businesses, including the results of procurement conducted in accordance with clause 5.4.2 b) of this Standard (including taking into account contracts concluded in the previous period).

manner);

d) the formation of the Customer's Procurement Plan for centralized procurement is subject to clause 2.5 of this Standard.

**6.2.4. Stages of formation of the Procurement Plan:**

a) development of the draft Procurement Plan on the basis of the draft programs defining the production activities and the draft Budget (Business plan) of the Customer (the approved Budget (Business plan), if available) for the next period;

b) approval of the Procurement Plan by the authorized body of the Customer;

c) adjustment of the Procurement Plan.

**6.2.5.** Adjustment of the Procurement Plan may be carried out in connection with adjustments to the Customer's Budget (Business plan), investment, production or other programs or plans of the Customer, the results of the protection of electricity and heat tariffs in state regulatory bodies, as well as other reasons related to the unforeseen need to change the Procurement Plan.

**6.2.6.** The draft Procurement Plan must be agreed in the manner and within the deadlines set by the organizational-administrative document of the Customer. At the same time, the date for approving the Procurement Plan for the upcoming year must be no later than November 1 of the year preceding the planned year, subject to the availability of the approved Budget (Business plan), and if there is no budget no later than December 30 of the year preceding the planned one. The coordination of the Procurement Plan should involve, at least, managers or employees authorized by them:

- departments - Procurement initiators in terms of agreeing on the subject of procurement and its parameters;

- economic units of the Customer in terms of coordinating the availability of funding,

- the Customer's investment units - for the existence and adequacy of planned costs of the Investment Program in terms of procurement for investment activities;

- procurement units in terms of verification of compliance of the Procurement Plan with the norms of this Standard and current legislation;

- security units in terms of competence established by internal documents of the Customer.

If necessary, representatives of technical departments or final customers of purchased products can participate in the approval of the Procurement Plan in terms of confirming the need. In the absence in the organizational structure of the Customer one or more structural divisions specified in this clause of the Standard, the list of divisions participating in the approval of the Procurement Plan is determined by the organizational and administrative document of the Customer.

**6.2.7.** If the current legislation in relation to the Customer provides a procedure for assessing the compliance of the draft Procurement Plan or a procedure for monitoring the compliance of the approved Procurement Plan, the Customer is obliged to ensure that these procedures are carried out in the manner prescribed by law.

**6.2.8.** Purchases, carried out in accordance with clause 5.6.16 of this Standard, are entered into the Customer's Procurement Plan in advance or simultaneously with the conclusion of the contract stipulated in the mentioned clauses of the contract by making a decision of the CPA of the Customer or another body defined by the Customer's organizational and administrative document.

**6.2.9.** When preparing the Procurement Plan, the Procurement initiator is obliged to take into account long-term contracts previously concluded for execution in the planned period and the amount of stocks to avoid duplicating the purchase of necessary products.

**6.2.10.** In preparing the Procurement Plan, particular attention should be paid to the choice of procurement methods other than the priority (clause 5.2.1 of this Standard), taking into account price thresholds, as well as determining the list of participants of closed procurement methods and choosing a counterparty when purchasing from a single supplier (performer, contractor). For each such decision, detailed justifications should be made up as annexes to the Procurement Plan, which should be stored with the CPA of the Customer along with the Procurement Plan, and in the units of the Procurement Initiators. The Procurement initiator should include an explanatory note explaining the reasons that led to the need to conduct the purchase in a different way from the priority given the price thresholds, containing a reference to the clause of this Standard, providing the basis for the admissibility of the selected method of procurement. In the case of procurement from a single supplier (performer, contractor), the Procurement initiator, when preparing materials submitted to the CPA of the Customer, analyzes and prepares an explanatory note explaining the situation that led to the need for procurement from a single supplier (performer, contractor) and an explanatory note containing the calculation of the price of the contract with a description of the market research conducted (monitoring of manufacturers' sites, monitoring of similar contracts concluded by other customers, own calculations of the Initiator to sign the agreement, comparative data from other suppliers (performers, contractors) and other documents).

**6.2.11.** The name of the purchased products (the subject of the contract, the minimum necessary requirements for goods, works, services), specified in the Procurement Plan, should quite fully and clearly describe the products purchased under the relevant line of the Procurement Plan.

### **6.3. Preparation of the Procurement Plan for Innovative Products**

**6.3.1.** Preparation of the Procurement Plan for Innovative Products is carried out in the manner prescribed by clause 6.2 of this Standard, taking into account the requirements of current legislation, including the establishment by the Customer, who is obliged to purchase innovative products and high-tech products:

- a) a list of goods, works, services that meet the criteria for referring to innovative products, high-tech products;
- b) provisions on the procedure and rules for applying (implementing) goods, works, services that meet the criteria for attributing to innovative products, high-tech products.

**6.3.2.** The Procurement Plan for Innovative Products is approved by the authorized body of the customer for a period from five to seven years. After the expiration of the established period (five or seven years), the Customer forms the Procurement Plan for Innovative Products for the next period.

**6.3.3.** Adjustment of the Procurement Plan for Innovative Products is carried out by adjusting the Procurement Plan in the manner provided for by clause 6.2 of this Standard (submitting an adjustment of the Procurement Plan for Innovative Products for review by the authorized body of the Customer is not required). If in the Procurement Plan for the current year there is no position provided for by the Procurement Plan for Innovative Products for the relevant year, there is a need to exclude the specified item from the Procurement Plan for Innovative Products such an adjustment to the Procurement Plan for Innovative Products is agreed upon by the CPA of the Customer.

### **6.4. Special provisions**

**6.4.1.** The Customer's CPO has the right to initiate the punishment of the Customer's officials who are guilty of poor-quality planning of the Customer's needs for products. For the Customer's CPO, the main indicators that determine the presence of poor-quality planning may, at least, be the facts of unreasonable "splitting" of purchases.

### **6.5. Procurement reporting**

**6.5.1.** The Organizer of the procurement and the Customer are obliged to enter information on the progress of the procurement into the procurement information management systems used at the Customer. The procedure and distribution of responsibility for entering information is established by organizational and administrative documents of the Customer. The organizational and administrative document of the Customer may approve the form of the report on the execution of the Procurement Plan.

**6.5.2.** The report on the implementation of the Procurement Plan (hereinafter referred to as the Report) of PJSC Rosseti and its subsidiaries is drawn up in the form and in accordance with the requirements established by the organizational and administrative document of PJSC Rosseti and is submitted quarterly to the structural unit of PJSC Rosseti responsible for organizing and carrying out purchases by the

25th day of the month following the reporting period to raise the issue of agreeing on the report to the CPA of PJSC Rosseti. The report on the implementation of the Subsidiary Procurement Plan at the end of the year is submitted to the structural unit of PJSC Rosseti, which is responsible for organizing and conducting procurement no later than 45 days after the end of the reporting period to raise the issue of agreeing the report to the CPA of PJSC Rosseti. Structural divisions of the Customer responsible for preparing and summing up the Report, the timing of the formation of the Report is determined by the organizational and administrative documents of the Customer.

**6.5.3.** The report on the implementation of the annual Procurement Plan of PJSC Rosseti, SDC of PJSC Rosseti in the form established by the organizational and administrative document of PJSC Rosseti is submitted annually no later than 31 May of the year following the reporting year for consideration by the Customer's Board of Directors.

## **7. ORDER OF PREPARATION AND DECISION-MAKING ABOUT PURCHASE**

### **7.1. Preparation for purchase**

**7.1.1.** In order to form a notice of purchase and documentation on the purchase (except for purchases for which the notice and (or) documentation on the purchase is not formed), the Customer determines in advance:

- a) requirements for the purchased products, including the initial (maximum) price of the contract (lot) when it can be determined at the stage of placing the notice of the purchase and (or) the documentation on the purchase;
- b) requirements for procurement participants;
- c) the terms of the contract concluded as a result of the procurement procedure;
- d) requirements for the contents and preparation of bids;
- e) the conditions that the confirmation of conformity of the purchased products (as well as the processes of their production, storage, transportation, etc.) to the requirements imposed on them by the Customer is carried out in accordance with the legislation of the Russian Federation, including the technical regulation in accredited mandatory certification bodies (in terms of safety-related requirements), and in voluntary certification systems entered in the state register (in terms of other essential requirements, the list of which is determined by the Customer). The documentary expression of conformity determination is certificates or other documents not contradicting the current legislation of the Russian Federation;
- f) the procedure for evaluation and comparison of bids according to the degree of their preference for the Customer and determination of the person (s) receiving the right to conclude the relevant agreement (s).

**7.1.2.** The requirements and rules of assessment provided for in clause 7.1.1 of this Standard should not impose unnecessary restrictions on the competition of

bidders. When forming the composition of lots, no artificial restriction of competition (composition of procurement participants) is allowed, by including products that are technologically and/or functionally unrelated to the subject of the procurement and with each other.

**7.1.3.** In order to prepare purchases for which a notice and (or) procurement documentation is not generated (except for purchases made by participating in procedures organized by product sellers), the Customer determines in advance the requirements for the purchased products, including the initial (maximum) contract price (lot) if it is possible to determine it, either the procurement budget, the terms of the contract concluded based on the results of the procurement procedure and, if necessary, the requirements for the procurement participants.

**7.1.4.** In the case of competitive procurement, the description of the subject of the procurement should not include requirements or indications regarding trademarks, service marks, trade names, patents, utility models, industrial designs, requirements for goods, information, works, services, provided that such requirements entail an unreasonable limitation of the number of participants in the procurement, except in cases where there is no other way of providing a more accurate and clear description of the specified characteristics of the subject of purchase. When specifying requirements or indications regarding trademarks, service marks, brand names, patents, utility models, industrial designs, and the name of the country of origin of goods in the description of the subject of purchase, they should be accompanied by the words “or equivalent”.

**7.1.5.** In the case specified in clause 7.1.4, the words “or equivalent” may be omitted when:

a) incompatibility of the goods on which other trademarks are placed, and the need to ensure the compatibility of such goods with the goods used by the Customer;

b) the purchase of spare parts and consumables for machinery and equipment used by the Customer, in accordance with the technical documentation for the specified machinery and equipment;

c) procurement of goods necessary for the execution of a state or municipal contract;

d) procurement with an indication of specific trademarks, service marks, patents, utility models, industrial designs, place of origin of goods, manufacturer of goods, if it is provided for by the terms of international treaties of the Russian Federation or the terms of contracts by the Customer, in order to fulfill their obligations under agreements concluded with legal entities, including foreign legal entities.

## **7.2. Making and execution of the procurement decision**

**7.2.1.** The decision to conduct procurement directly (each individual or series of similar types carried out as part of any program, project, time period, etc.), with the exception of purchases made by methods: purchasing from a single supplier (performer, contractor), comparing prices, procurement through participation in procedures organized by product sellers is made in the form of an order (instruction)

of a person determined in accordance with clause 7.2.2 of this Standard, which should contain:

a) the subject of procurement (specific or generalized);

b) the timing of the procurement;

c) the name of the method of purchase;

d) information about who is entrusted with the functions of the Procurement Organizer;

e) information on the composition of the Procurement Commission.

**7.2.2.** The order (instruction) to conduct the purchase, specified in clause 7.2.1 of this Standard, is signed by the person performing the functions of the sole executive body or another person authorized by him. Purchases conducted by the Customer's branch are carried out on the basis of orders (instructions) of the directors of the branches, prepared by the branch itself or by the Procurement Organizer authorized by the contract in the prescribed form.

**7.2.3.** The signing of the contract that does not require the execution of the order (instruction) is carried out on the basis of an approved Procurement Plan or a decision of the CPA of the Customer or another purchasing (permitting) authority of the Customer within its competence, or an analytical note approved in the prescribed manner (for procurement carried out with price comparison).

**7.2.4.** Unless otherwise established by internal documents of PJSC Rosseti, the procedure for preparing and agreeing with the relevant departments of the Customer of orders (instructions) on direct procurement is carried out in accordance with the organizational and administrative documents of the Customer.

Powers for the preparation of orders (instructions) on direct procurement can be transferred under the contract to an external procurement organizer. In this case, the approval and signing of orders (instructions) is carried out in the manner prescribed by the contract and the organizational and administrative documents of the Customer.

**7.2.5.** Preparation of the order (instruction) is carried out on the basis of the application of the Procurement initiator, which must contain:

a) a position number in the Procurement Plan;

b) the method of procurement (its variety) in accordance with the approved or revised Procurement Plan;

c) the subject of the procurement, as well as the subject of the contract concluded as a result of the procurement;

g) the enlarged composition of the purchased products;

e) terms of fulfillment of obligations under the contract;

f) a list of persons responsible for the development of general, commercial and technical parts of the procurement documentation (the appropriate procedure may be established by the internal document of the Customer). If a third-party procurement organizer is involved, the transfer of responsibility for the preparation of the general and commercial part of the procurement documentation to the Procurement Organizer is possible, as indicated in the application;

g) proposals on candidates for inclusion in the Procurement Commission, the expert council (the appropriate procedure and procedures for the Procurement

Commission and the expert council can be established by the organizational-administrative document of the Customer), if such a commission and council are not created earlier as permanent ones;

h) the circle of specially invited bidders (this item is included only in the case of closed purchases).

i) the calculation of the initial (maximum) purchase price, formed according to the results of the market analysis (monitoring of manufacturers' sites, monitoring of similar contracts concluded by other customers, own calculations of the Initiator of the contract conclusion, proposals of suppliers (performers, contractors), etc.) and other documents. The cost calculation should be carried out in accordance with the organizational and administrative document of the Customer, defining the procedure, terms, rules for calculating the initial (maximum) price and the responsible structural unit for its implementation, the procedure for storing these calculations and confirming the calculation of materials. If the procurement is carried out later than 6 (six) months from the date of its inclusion in the Procurement Plan, the Procurement Initiator provides an updated calculation of the initial (maximum) purchase price.

The application may not be processed if the Procurement Organizer is the Initiator of the contract, while in order to justify the issuance of the order (instruction), the calculations and documents specified in this paragraph shall be presented.

**7.2.6.** When engaging the Third-party procurement organizer, When engaging the Third-party procurement organizer, the application is formed in case if in the purchase order sent to the Organizer there is no information provided for in clause 7.2.5 of the Standard. Such an application, together with the instruction, is transferred to the Procurement Organizer no later than 10 (ten) business days before the expected date of procurement announcement. When conducting centralized procurement procedures, orders (as well as, if necessary, applications) are sent to the Procurement Organizer in time and in accordance with the procedure set forth in Appendix 3 to this Standard (clause 13.3 of this Standard).

### **7.3. Announcement of procurement**

**7.3.1.** Procurement announcement is supplementary, in addition to placing information on procurement in the Procurement Plan, the Procurement Plan for Innovative Products, informing suppliers (performers, contractors) about the planned implementation of a separate procurement (procurement group), which is carried out by posting on the Customer's website (Procurement Organizer's website) in the UIS (if there is a technical possibility of such placement), as well as other sources specified by the Customer, information about such procurement (procurement group), both separately and as part of some programs, projects, etc.

**7.3.2.** The decision to announce the purchase is made by the Customer.

**7.3.3.** The text of the published announcement should indicate that this publication is not an official document announcing the commencement of procedures, as well as the coordinates of the Procurement Authority, to which the interested suppliers (performers, contractors) can send information about themselves

so that after the official announcement of the purchase, information could be sent to these suppliers (performers, contractors) on the start of the procedures.

**7.3.4.** The Procurement Organizer has the right to ask interested suppliers (performers, contractors) to provide any information about themselves, their products, delivery conditions, services rendered, work performed, etc., but he must indicate that such information will not be considered as offers that are required for conclusion of the contract.

**7.3.5.** In the announcement text, in addition to the information specified in clause 7.3.3 of the Standard, it is indicated that the failure to conduct previously announced purchases cannot be the basis for any claims from suppliers (performers, contractors).

#### **7.4. General requirements for the procurement notice and procurement documentation**

**7.4.1.** The commencement of procedures for any competitive procurement, as well as non-competitive procurement, carried out by means of pre-selection and request for price based on the results of pre-selection, should be officially announced by posting a notice of procurement and/or procurement documentation from sources identified in section 3 of this Standard. The notice of the purchase is placed simultaneously with the placement of the documentation on the purchase.

**7.4.2.** The following information must be indicated in the purchase notice:

a) the method of purchase (its version) from among those provided for in section 5 of this Standard;

b) the name, location, postal address, email address, contact phone number of the Customer and the third-party Procurement Organizer (in the case of his involvement);

c) the subject of the contract indicating the quantity of goods supplied, the volume of work performed, the service provided, as well as a brief description of the subject of the procurement in accordance with the requirements of clause 7.1.4 and clause 7.1.5 of this Standard (compliance with this requirement is mandatory when conducting competitive purchases);

d) the place of delivery of goods, performance of work, provision of services;

e) information on the initial (maximum) price of the contract, or the price formula and the maximum value of the contract price, or unit price of goods, services and the maximum value of the contract price (compliance with this requirement is mandatory during competitive procurement). If the initial (maximum) price of the contract (price of the lot) is established, it should clearly indicate whether the cost of production includes transportation, insurance, customs duties, taxes and other possible payments;

f) the date, place and procedure for submission of documentation on procurement, amount, procedure and terms for payment of fees charged by the Customer for providing documentation, if such payment is established by the Customer, except for the cases of providing documentation on procurement in the form of an electronic document;

g) the order, date of commencement and time of expiration of the deadline for

submission of applications for participation in procurement (procurement stages) and the procedure for summarizing procurement (procurement stages);

h) the address of the electronic site on the Internet (in the case of purchasing in electronic form);

i) the size of the security of the application for participation in the procurement, the procedure and term for its provision in the event that the requirement for security of the application for participation in the procurement is established;

j) the size of security for the performance of the contract, the procedure and term for its provision, as well as the main obligation, the fulfillment of which is ensured (in the event that a requirement for security for the performance of the contract is established), and the deadline for its execution;

k) information on the provision of priorities for goods of Russian origin, works, services performed by Russian persons, in relation to goods originating from a foreign country, works, services performed by foreign persons in the case of their provision, on the specifics of implementation, execution of individual purchases, if they are defined (clause 4.5 of this Standard);

l) a reference to the fact that the remaining and more detailed terms of the procurement are formulated in the documentation (clause 7.4.4 of this Standard) (the requirement applies to purchases, during which procurement documents are generated);

m) information about the possibility of changing the timing of the procurement stages, carried out after the deadline for submission of applications;

n) other information at the request of the Customer.

**7.4.3.** The procurement notice is approved by the Procurement Commission as part of the procurement documentation and is an integral part of it. The information contained in the notice of purchase must comply with the information contained in the documentation on the purchase.

**7.4.4.** Procurement documentation must contain information necessary and sufficient for the procurement participants to decide on participation in the procurement, prepare and submit bids so that the Procurement Commission can evaluate them on the merits and select the best bid. The procurement documentation must contain the information specified by this Standard, including:

a) requirements for safety, quality, technical characteristics, functional features (consumer properties) of a product, work, service, size, packaging, shipment of goods, work results established by the Customer and stipulated by technical regulations in accordance with the legislation of the Russian Federation on technical regulation documents developed and applied in the national standardization system adopted in accordance with the legislation of the Russian Federation on standardization, other requirements relating to the definition of conformity of the delivered goods, performed work, rendered services to the Customer. If the Customer in the procurement documentation does not use the requirements for safety, quality, technical characteristics, functional features (consumer properties) of the product, work, service, size, package, shipment of goods, to the results of the

work, in accordance with the legislation of the Russian Federation on technical regulation, legislation of the Russian Federation on standardization, the documentation on the procurement should contain a justification for the need to use other requirements related to definition of conformity of the delivered goods, performed work, rendered services to the Customers' needs;

b) requirements for the content, form, design and composition of the application for participation in the procurement, the procedure and time for withdrawal of applications for participation in the procurement, the procedure for amending such applications;

c) requirements for the description by the procurement participants of the goods supplied, which is the subject of the procurement, its functional features (consumer properties), its quantitative and qualitative characteristics; the requirement to indicate (declare) by the procurement participant in the application (in the relevant part of the application for participation in the procurement containing the proposal for the supply of goods) of the name of the country of origin of the goods supplied, as well as the procurement participant's liability for submitting false information about the country of origin of the goods in case priorities are established (clause 4.5.4 of this Standard); requirements for the description by the procurement participants of the work being performed, the service provided, which are the subject of the procurement, their quantitative and qualitative characteristics;

d) the place, conditions and terms (periods) of delivery of goods, performance of work, provision of services;

e) information about the initial (maximum) price of the contract, or the price formula and the maximum value of the contract price, or unit price of goods, services and the maximum value of the contract price (compliance with this requirement is mandatory during competitive procurement);

f) justification of the initial (maximum) price of the contract or the price of a unit of goods, work, services, including information on costs for transportation, insurance, payment of customs duties, taxes and other obligatory payments, formed in accordance with the Procedure established in Appendix 6 to this Standard (clause 13.6 of this Standard) (compliance with this requirement is mandatory when conducting a competitive procurement);

g) the form, terms and procedure of payment for goods, work, services;

h) the procedure, the start date, the date and time of the deadline for submission of applications for participation in the procurement (procurement stages) and the procedure for summarizing such procurement (stages of such procurement);

i) requirements for participants in such procurement;

j) requirements for participants in such procurement and subcontractors involved by them, co-contractors and (or) manufacturers of the goods being procured, and a list of documents submitted by the participants in such procurement to confirm their compliance with the specified requirements in the case of procurement of design, construction, modernization and repair of especially dangerous, technically complex capital construction projects and the procurement of goods, works, services related to the use of atomic energy;

k) the forms, procedure, date and time of the expiration of the term for providing clarification of the provisions of the procurement documentation to the participants in such procurement;

l) the date of consideration of proposals of the procurement participants and summarizing the results of such procurement;

m) criteria for evaluating and comparing applications for participation in such procurement;

n) the procedure for evaluation and comparison of applications for participation in such procurement;

o) a description of the subject of such procurement in accordance with clauses 7.1.4 and 7.1.5 of this Standard (compliance with this requirement is mandatory for competitive procurement);

p) the size of the security of the application for participation in the procurement, the procedure and term for its provision in the event that the requirement for security of the application for participation in the procurement is established;

q) the size of security for the performance of the contract, the procedure and term for its provision, as well as the main obligation, the fulfillment of which is ensured (in the event that a requirement for security for the performance of the contract is established), and the deadline for its execution;

r) the rights and obligations of the Procurement Organizer and its participants, including the right of the Organizer and (or) the Customer to verify the compliance of the information provided by the procurement participant with the reality;

s) the procedure and term for concluding an agreement on the results of the procurement, the information that if the agreement requires its prior approval by the Board of Directors of the Customer, the General Meeting of Shareholders of the Customer, such an agreement can be concluded only after appropriate approval;

t) other information established in accordance with applicable law, this Standard and the requirements of the Customer.

**7.4.5.** Documentation of the purchase is approved by the Procurement Commission. A purchase contract and (or) procurement documentation must be accompanied by a draft contract, as an integral part of the procurement notice and (or) procurement documentation. The CPA of PJSC Rosseti can approve standard forms of procurement notices and (or) procurement documentation used in the procurement procedures.

**7.4.6.** The provisions of the Standard governing the procedure for conducting procurement procedures using separate methods, as well as procurement procedures involving only SMEs (Section 8 of this Standard), establish certain features of such procurement, including they can specify the requirements for the procurement notice and (or) procurement documentation on such purchases.

## **7.5. Recognition of the procurement procedure failed**

**7.5.1.** The procurement procedure is recognized as failed in the following cases:

a) if at the end of the deadline for filing applications only one application

is filed or no applications have been submitted;

b) if, based on the results of consideration of applications, a decision has been taken to refuse admission to all procurement participants who submitted the applications;

c) if, based on the results of consideration of applications, a decision has been taken to admit only one procurement participant;

d) if, as a result of the procurement, all participants in the procurement who are obliged to conclude the contract in accordance with the terms of the notice and (or) procurement documentation evaded the conclusion of the contract.

**7.5.2.** If the procurement documentation provides for two or more lots, the procedure is deemed to be failed only for the lot in respect of which the provisions of clauses 7.5.1 of this Standard are met.

**7.5.3.** If during the conduct of any competitive procurement only one application was submitted, or a decision was made to allow only one procurement participant, the Procurement Commission decides to conclude an agreement with the procurement participant who submitted such an application while simultaneously observing the following conditions:

a) this procurement participant complies with the requirements of the procurement documentation, as decided by the Procurement Commission;

b) the contract is concluded at the price, in the volume and on the conditions specified by such sole procurement participant in his bid (and for the auction - at the price agreed by the parties, not exceeding the initial (maximum) contract price (lot price)), or on the best for the Customer conditions (including those achieved as a result of pre-contract negotiations if they are held).

**7.5.4.** If during competitive or non-competitive procurement (with the exception of procurement from a single supplier (performer, contractor)), the procurement is declared failed due to adoption of the decision by Procurement Commission on admission of only one procurement participant, the Procurement Commission has the right to decide to conduct re-procurement in the same way, with or without a change in the terms of the procurement (not including the timeframes of the procurement). When conducting competitive procurement, this provision does not apply in the event of an obligation of the Customer to conclude an agreement on the results of the procurement by law.

**7.5.5.** The results of a failed competitive or non-competitive procurement (except for procurement from a single supplier (performer, contractor)), if no application has been submitted in such procurement at the end of the application deadline, can be the basis for accepting the decision by the CPA of the Customer in accordance with its competence to make procurement without changing the subject matter of the procurement, but with a change in the procurement method to simplify the procedure (for example, to conduct a request for proposals instead of a tender).

**7.5.6.** The Customer's CPO may decide on the need to approve the decisions of the Procurement Commission on the conclusion of contracts, if during procurement (with the exception of purchases made by price comparison methods, competitive preliminary selection, preliminary selection and purchases from a single supplier (contractor, performer)) more than one bids, but only one of them was

recognized as meeting the requirements of the procurement documentation.

**7.5.7.** If a competitive procurement, non-competitive procurement (except for procurement from a single supplier (performer, contractor)) is declared failed in accordance with clause 7.5.1 b) of this Standard and a decision is made to conduct re-procurement in the same way, the Procurement initiator must submit analysis of the procurement documentation (technical and commercial parts) and the received proposals of potential counterparties containing conclusions on the reasons that did not allow to choose the winner, as well as the conclusion about the absence (or presence) of competition restrictions during the procedure and the advisability of announcing the re-procurement under the same conditions or the advisability of changing them. This analysis can be carried out by the Procurement initiator before the relevant decision is taken by the Procurement Commission, if during the review process of the received bids the grounds were found for the purchase to be declared invalid in accordance with clause 7.5.1 b) of the Standard.

**7.5.8.** If the procurement process did not lead to the selection of the winner, and there is no possibility of procurement in the same way in accordance with the terms of clause 7.5.7 of this Standard, the Procurement Initiator generates a proposal to change the procurement method and submits it for consideration by the Customer's CPA. At the meeting of the Customer's CPO, a decision is made on the procurement method and other necessary procurement parameters. The Customer's CPO has the right to make a decision to conduct a procurement by any of the methods provided for in section 5 of this Standard, regardless of the cost of the procurement, except for cases of procurement, in which only SMEs can be participants.

## **8. PROCEDURE FOR PROCUREMENT**

### **8.1. Competitive procurement procedure**

#### **8.1.1. General provisions**

8.1.1.1. Competitive purchases are held in the following sequence:

- a) determining the basic conditions, requirements and procurement procedure in accordance with clause 7.1 of this Standard;
- b) publication of the relevant administrative document in accordance with clause 7.2 of this Standard;
- c) announcement of the purchase (if necessary) in accordance with clause 7.3 of this Standard;
- d) development of a notice on procurement and, if necessary, documentation on procurement in accordance with the requirements set forth in clause 7.4 of this Standard and their approval in the manner established by this Standard;
- e) posting a notice on procurement and, if necessary, documentation on procurement in a single information system (and in other sources, if the relevant decision is taken) in accordance with Section 3 of this Standard;
- f) if necessary, provision to participants of the procurement of a notice of

purchase and documentation of the purchase in the manner specified in the notice of purchase;

g) if necessary, provision of explanations of the procurement notice and (or) procurement documentation, making changes to the procurement notice and (or) procurement documentation in accordance with the procedure set forth in clause 8.1.2 of this Standard, posting clarifications/changes/information on the refusal of the procurement in the same sources in which the notice and (or) documentation on the procurement are placed;

h) accepting applications of the procurement participants in the case of procurement in non-electronic form (when conducting procurement in electronic form, applications are submitted through the functionality of an electronic platform);

i) carrying out the procurement stages established in the notice of procurement from among the stages provided for in clause 5.1.3 of this Standard with formation of minutes based on the results of each stage and the final minutes. Placement of the minutes drawn up during the procurement process in a single information system (and in other sources if such a decision is made), in accordance with section 3 of this Standard;

j) conducting, if necessary, and if there is such a possibility, pre-contract negotiations between the Customer and the winner of the competitive procedure (the only participant) with making an agreement on the pre-contract negotiations upon the results of such negotiations;

k) signing the contract with the winner (the sole participant of the purchase).

8.1.1.2. The procedure for conducting competitive purchases specified in clause 8.1.1.1 of this Standard is common. The provisions of the Standard governing the procedure for conducting procurement procedures using separate methods, as well as procurement procedures involving only SMEs, establish certain features of such procurement, including specifying the general procedure for conducting competitive procurement.

### **8.1.2. Clarification of the provisions of the notice of purchase and (or) documentation on the purchase. Amendments to the notice of purchase, documentation of the purchase. Extension of the terms of the procurement**

8.1.2.1. Any procurement participant is entitled to send to the Customer (Procurement Organizer), in accordance with the procedure provided for by Law 223-FZ and this Standard, a request for clarification of provisions of the procurement notice and/or procurement documentation. When purchasing in electronic form, the request is sent by the participant through the functionality of the electronic platform. When conducting a purchase in non-electronic form, the request must be sent in writing to the Secretary of the Procurement Commission signed by the head of the organization or another responsible person of the participant to the address indicated in the notice of purchase and/or the documentation on the purchase or to the email address of the Secretary of the Procurement Commission specified in the notice of purchase and (or) procurement documentation.

8.1.2.2. Within three working days from the date of receipt of the request, the Customer (Procurement Organizer) clarifies the provisions of the procurement

notice and (or) procurement documentation and places them in the UIS indicating the subject of the request, but without specifying the participant of such procurement who received the specified request. In this case, the Customer has the right not to make such an explanation if the specified request was received later than 3 (three) working days before the deadline for submitting applications for participation in such procurement, or if the specified request was sent in violation of the procedure established by this Standard and specified in the procurement notice and (or) procurement documentation. Explanations of the provisions of the procurement notice and (or) procurement documentation should not change the subject of the procurement and the essential terms of the draft contract.

8.1.2.3. Prior to the deadline for submission of applications, the Procurement Organizer, in agreement with the Customer, may, for any reason, make changes to the procurement notice and (or) procurement documentation. These changes are posted in the same sources in which the notice and documentation about the purchase have been posted. At the same time, the Procurement Organizer shall postpone the deadlines for the receipt of applications in accordance with the requirements of clause 4.2.1 c) and clause 4.2.1 d) of this Standard.

8.1.2.4. Before the deadline for submission of applications, the Procurement Organizer may, for any reason, extend the deadline for submission of applications. When extending the deadline for submission of applications, the Procurement Organizer places information on this in the same sources in which the notice of procurement and documentation on procurement have been posted. The rules for extending the submission of applications are subject to the provisions of clause 4.2.1 c) and clause 4.2.1 d) of this Standard.

8.1.2.5. By decision of the Procurement Commission after the deadline for submission of applications, the Procurement Organizer has the right to change the dates for the subsequent stages of the procurement.

### **8.1.3. Enforcement of obligations**

8.1.3.1. During the procurement process, the Customer has the right to establish a requirement for the procurement participants to provide a security for the application and (or) enforcement of the contract concluded as a result of the purchase.

8.1.3.2. Ensuring the fulfillment of the obligations of the procurement participant (securing the application, securing the execution of the contract) can be established by depositing money, providing an independent guarantee or by other means provided for by the Civil Code of the Russian Federation and specified in the notice of procurement and documentation on procurement. At the same time, the procurement notice and procurement documentation must contain at least two methods of security, the selection of which is made by the procurement participants independently.

8.1.3.3. The Customer does not establish a requirement to provide security for applications for participation in the purchase if the initial (maximum) contract price does not exceed 5 (five) million rubles including VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0). If the initial (maximum)

contract price exceeds 5 (five) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0), the Customer has the right to establish a requirement for securing applications for participation in the purchase of not more than 5 (five) percent of the initial (maximum) contract price. If the size of the initial (maximum) contract price exceeds 1 (one) billion rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0), the security of applications for participation in such a purchase cannot exceed 1 (one) percent of the initial (maximum) contract price.

8.1.3.4. The bid security is submitted simultaneously with the bid. The validity period of the security must be equal to or exceed the validity term of the application itself.

8.1.3.5. Requirements relating to the bid security should be the same for all participants in the procurement, the notice of the purchase and the documentation on the purchase should contain requirements for the guarantors (providers of surety) and conditions of the independent guarantee (if such a method of securing the applications for participation in the purchase is stipulated by the terms of the purchase). Requirements for the issuer of the security should not impose unnecessary restrictions on the competition of the procurement participants.

8.1.3.6. The notice of the purchase, documentation of the purchase must contain a description of the procedure and time for returning the security of bids, as well as an indication of the following circumstances in which the bidder loses such security, namely:

- a) evasion or refusal of the procurement participant to conclude a contract;
- b) failure to provide security or provision in violation of the conditions established by the current legislation, prior to the conclusion of the contract to the Customer to ensure the execution of the contract (if the notice on the implementation of the procurement, documentation on the procurement establishes the requirements to ensure the execution of the contract and the term to provide it before the conclusion of the contract).

8.1.3.7. The monetary funds deposited as a security for the application for participation in the purchase are returned:

- a) to all procurement participants, with the exception of the procurement participant whose application has been assigned the first number, in a period not exceeding 15 (fifteen) working days from the date of signing the minutes drawn up by the results of the procurement;
- b) to the procurement participant, whose application has been assigned the first number, within no more than 15 (fifteen) working days from the date of conclusion of the contract or from the date on which the participant has provided security for the execution of the contract (if the requirement to provide security for the execution of the contract was established in the procurement notice and (or) procurement documentation).

8.1.3.8. The amount of security for the fulfillment of obligations under the contract is determined in the notice of the purchase and documentation on the purchase. The Customer can establish the cases, the size and the procedure for providing additional security for the execution of the contract (including in the case

of a bid with an abnormally low price, while the abnormally low price is understood as the price offer of the procurement participant reduced by a certain amount percentage of the initial (maximum) price of the purchase, set by the administrative and organizational document of the Customer).

8.1.3.9. The procedure for the provision of the enforcement of the contract, the methods of such security, the conditions and procedure for the return and loss of the security for the performance of obligations under the contract are regulated in the draft contract and/or procurement documentation.

#### **8.1.4. Submission and acceptance of applications**

8.1.4.1. Applications are accepted before the deadline (date and time of completion) of the application submission, set by the notice of purchase and (or) documentation on the purchase. Applications are submitted in the form and in the manner established by the notice of the purchase and (or) the documentation on the purchase. The participant has the right to change or withdraw his application before the deadline for submission of applications. The application for participation in the procurement is considered modified or withdrawn if the change is made or the notice of withdrawal of the application is received by the Customer before the deadline for submission of applications for participation in the procurement.

8.1.4.2. When conducting competitive procurement in electronic form, the submission of applications by procurement participants and sending them to the Customer is carried out in accordance with the requirements of current legislation and the rules of operation of the electronic platform.

8.1.4.3. When conducting competitive procurement in non-electronic form, the Customer is obliged to establish the procedure for filing applications in the notice of procurement and (or) procurement documentation. The documentation should stipulate that applications must be submitted in envelopes. An “envelope” means any package that securely covers the contents and does not allow viewing its contents before opening the envelope (envelope, box, bag, etc.). All received applications are registered by the Customer (Procurement Organizer). An application for participation in the procurement received after the deadline for submitting applications for participation in the procurement is not opened even if the envelope with such application contains information on the person who submitted it, including the mailing address, is returned by the Customer (Procurement Organizer) in the order established by the notice of the purchase and (or) documentation on the purchase.

8.1.4.4. When conducting competitive procurement in non-electronic form, the Procurement Organizer takes reasonable security measures with respect to checking the contents of the envelopes without opening them.

8.1.4.5. A procurement participant may submit only one application for one lot.

#### **8.1.5. Organization and conduct of competitive procurement stages**

8.1.5.1. Competitive procurement can take place in one or several stages, specified in clause 5.1.3 of this Standard.

8.1.5.2. When including the stages in the competitive purchase, specified in clause 5.1.3 of this Standard, the following rules should be observed:

a) each stage can be included once (except for the stage stipulated in clause 5.1.3 h);

b) the simultaneous inclusion of the steps provided for in clauses 5.1.3 a) and 5.1.3 b) of the Standard is not allowed;

c) the procurement documentation must set the dates for each stage of the procurement;

d) separate minutes are drawn up based on the results of each stage. In this case, the minutes are not compiled according to the results of the last stage. At the end of the last stage of the procurement, the results of which determine the winner, the final minutes are drawn up;

e) if the purchase includes the steps stipulated in clause 5.1.3 a) or clause 5.1.3 b) of this Standard, the Customer indicates in the protocols drawn up based on the results of these stages, including information on his decision on the need to clarify the functional characteristics (consumer properties) of the purchased goods, the quality of work, services, other conditions for the performance of the contract or the absence of the need for such clarification. If the Customer makes a decision on the need to clarify the functional characteristics (consumer properties) of the purchased goods, the quality of work, services, other conditions for the execution of the contract, the Customer, within the time limits established by the documentation on competitive procurement, places in the unified information system an updated notice of the purchase. In this case, the rejection of the bids of the procurement participants is not allowed, the Procurement Commission invites all procurement participants to submit final proposals, taking into account the specified functional characteristics (consumer properties) of the purchased goods, works, services, and other terms of the contract. In this case, the Customer determines the deadline for submitting the final proposals of the procurement participants in accordance with the requirements established by this Standard for the timing of the placement of the procurement notice. The procurement participant submits one final proposal for each procurement item (lot) at any time from the moment the Customer places the updated procurement notice and procurement documentation in the UIS until the date and time of the deadline for submission of final bids provided for by such notice and procurement documentation. Submission of the final offer is possible with the simultaneous submission of a new price offer. If the Customer decides not to clarify the procurement notice and procurement documentation, information about this decision is indicated in the minutes drawn up based on the results of these procurement stages. At the same time, procurement participants do not submit final bids;

f) discussion with the procurement participants of the proposals contained in their bids on the functional characteristics (consumer properties) of the goods, the quality of works, services and other conditions for the execution of the contract, provided for in clause 5.1.3 b) of this Standard, should be carried out with the procurement participants, who submitted an application for participation in such a procurement. At the same time, equal access should be provided to all specified

participants to take part in this discussion and the Customer's compliance with the provisions of Federal Law of 29 July 2004 No. 98-FZ "On Commercial Secrets";

g) after placing in the unified information system the minutes containing a decision on the need to clarify the functional characteristics (consumer properties) of the purchased goods, the quality of work, services, other terms of the contract and drawn up according to the results of the stage stipulated in clause 5.1.3 b) of this Standard, any bidder has the right to refuse further participation in the purchase. Such a refusal is expressed in the participant's failure to submit the final proposal;

h) The submission of the final offer is carried out in accordance with the procedure established in accordance with Law 223-FZ;

i) the stage provided for in clause 5.1.3 d) applies only when holding a tender in electronic form, the participants of which can only be SMEs, while the following conditions must be met:

- procurement participants must be informed about the smallest price offer of all price offers submitted by the procurement participants;
- procurement participants have the right to submit one additional price offer on the electronic platform, which must be lower than the price offer submitted by them earlier;
- if the procurement participant does not change his price offer, he has the right not to submit an additional price offer. At the same time, the price offer previously submitted by him is considered when drawing up the final protocol;

j) if the competitive purchase in electronic form provides for the stage specified in clause 5.1.3 e), the submission of additional price proposals is carried out on the electronic platform on the day specified in the documentation on the purchase. Information about the start time of the specified stage is placed by the operator of the electronic platform in a single information system in accordance with the time of the time zone in which the Customer is located. Duration of receiving additional quotations from the procurement participants is three hours;

k) the stage, specified in clause 5.1.3 e) of this Standard, is included in the purchase without fail, if the initial (maximum) contract price is 5 (five) or more million rubles with VAT (or without VAT if the purchase products are not subject to VAT or VAT is 0) and such a purchase involves the steps specified in clause 5.1.3 a) - clause 5.1.3 d) of this Standard (some of these steps);

l) the stage provided for by clause 5.1.3 g) of this Standard can be included an unlimited number of times, while the following requirements must be met:

- rebidding is carried out subject to admission to participation in the procurement of one or more participants. The procurement participant has the right not to participate in the rebidding, in this case his application remains valid with the previously announced price;
- rebidding is a mandatory stage of the purchase if the size of the initial (maximum) contract price is 5 (five) and more million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is equal to 0), except in cases of procurement procedures, carried out in order to implement grid connection agreements (in this case, rebidding is mandatory if

the size of the initial (maximum) contract price is 30 (thirty) and more million rubles with VAT (or excluding VAT, if the purchase of products is not subject to VAT or VAT is equal to 0));

- when purchasing by the method, the rebidding tender is held without fail regardless of the size of the initial (maximum) contract price;
- rebidding can be carried out in person (by the possibility of repeated submission of bids by participants in price offers) or in absentia (by once submission by participants of rebidding price bids);
- when rebidding is carried out in person, the rebidding step is determined by the Procurement Commission and indicated in the procurement documentation on the basis of the appropriate gradation approved by the CPO of PJSC Rosseti. Rounding (mathematical) of the rebidding step obtained when calculating to integer values of the upper order is allowed. Rebidding can be carried out both by reducing the price offer by the amount of the rebidding step, and by reducing the price offer by an amount equal to or exceeding the rebidding step size within the limits established in the procurement documentation. The time for the rebidding procedure (waiting time for price offers) is specified by the Customer in the procurement documentation and cannot be less than one day;
- when conducting procurement procedures, the subject of which is the provision of insurance services, it is also allowed to carry out rebidding in person without setting a rebidding step, in this case, procurement participants have the right to submit a price offer reduced by any amount;
- in the course of rebidding in person, the participant has the right to submit price offers at his own leading (best) price offer. The participant's proposals for the deterioration of the initial conditions are not considered, such a participant is considered not participating in the rebidding, while his application for participation in the procedure remains valid with the previously announced conditions;
- when rebidding is carried out in absentia, the rebidding step is not set;
- procurement participants who participated in the rebidding and reduced their price must additionally submit the documents, adjusted taking into account the new price received after rebidding, that define their commercial offer (this condition is indicated by the Customer in the procurement documentation). A downward price change should not entail a change in other conditions of the participant's application, except for the price.

m) the stage provided for in clause 5.1.3 h) of this Standard is applied when purchasing by the auction method.

8.1.5.3. The minutes drawn up during the implementation of competitive procurement (based on the results of the stage of competitive procurement) should contain the following information:

- a) the date of signing the minutes;
- b) the number of applications for participation in the procurement (procurement stage), as well as the date and time of registration of each such application;

c) the results of consideration of applications for participation in the procurement (if the stage of procurement provides for the possibility of consideration and rejection of such applications) with an indication including:

- the number of applications for participation in the procurement, which are rejected;

- grounds for rejection of each application for participation in the procurement with indication of the provisions of the procurement documentation, notification of the request for quotations, which does not correspond to such an application;

d) the results of the evaluation of applications for participation in the procurement with the indication of the final decision of the Procurement Commission on the compliance of such applications with the requirements of the procurement documentation, as well as on assigning such applications a value for each of the foreseen criteria for evaluating such applications (if the competitive procurement stage provides for an assessment of such applications);

e) the reasons for which the competitive purchase is recognized failed if it has been recognized as such;

f) if necessary, other information on the decision of the Customer.

8.1.5.4. The minutes drawn up on the basis of competitive procurement (hereinafter - the final minutes) must contain the following information:

a) the date of signing the minutes;

b) the number of applications submitted for participation in the procurement, as well as the date and time of registration of each such application;

c) the index numbers of the applications for participation in the procurement, the final proposals of the procurement participants in the order of reduction of the degree of profitability of the contract execution terms contained in them, including information on price offers and (or) additional price proposals of the procurement participants. The application for participation in the procurement, the final proposal, which contain the best conditions for the execution of the contract, is assigned the first number. If several applications for participation in the procurement, the final proposals contain the same conditions for the execution of the contract, a lower index number is assigned to the application for participation in the procurement, the final proposal that was received earlier than other applications for participation in the procurement, the final proposals containing the same conditions;

d) results of consideration of applications for participation in the procurement, final proposals (if the documentation on procurement, notification of procurement at the last stage of the procurement provides for consideration of such applications, final proposals and the possibility of their rejection) indicating, including:

- the number of applications for participation in the procurement, the final proposals that have been rejected;

- grounds for rejection of each application for participation in the procurement, each final proposal with indication of the provisions of the procurement documentation, notification of the request for quotations, which such an application, the final proposal do not correspond to;

e) results of evaluation of applications for participation in the procurement, final proposals (if the documentation on procurement at the last stage of its implementation provides for the evaluation of applications, final proposals), indicating the decision of the Procurement Commission on assigning each such application, each final proposal the value of the foreseen assessment criteria for each of such applications (if the stage of procurement provides for the evaluation of such applications);

f) reasons for which the purchase was declared failed, if it has been recognized as such;

g) other information provided by the current legislation (if any);

h) if necessary, other information on the decision of the Customer.

8.1.5.5. When conducting competitive procurement in non-electronic form the Customer describes in the documentation on procurement the procedure for conducting such a procurement, taking into account the requirements for the stages and content of the minutes established in clause 8.1.5 of this Standard.

### **8.1.6. Consideration of bids of participants, summing up the procurement results (evaluation and comparison of bids of participants in competitive procurement, selection of a procurement winner)**

8.1.6.1. The procedure for consideration of bids of procurement participants is carried out after the end of the deadline for submission of bids (date and time) specified in the notice of procurement and (or) procurement documentation. When conducting purchases in electronic form, access to the applications of participants is opened by the operator of the electronic site in the manner prescribed by the current legislation and the regulations for the operation of the electronic site.

8.1.6.2. If it is established that one procurement participant has filed two or more bids for participation in the procurement in relation to the same lot, provided that the bids submitted earlier by this participant have not been withdrawn, all bids for participation in the procurement of this participant filed in relation to one and the same the same lot are not considered and deviate from further participation in the procurement.

8.1.6.3. Review, evaluation and comparison of bids of the procurement participants shall be carried out in accordance with the criteria and procedure for the evaluation of bids established in the documentation on procurement. It is not allowed to present to the participants of the procurement, to the purchased goods, works, services, as well as to the conditions of the contract execution those requirements and to evaluate and compare those bids for participation in the procurement according to the criteria and in the order that are not specified in the procurement documentation. Requirements for the procurement participants, goods purchased, works, services, as well as the conditions for the contract execution, the criteria and procedure for evaluating and comparing bids for participation in the procurement, set by the Customer, apply equally to all the procurement participants, to the goods, works, services, they offer, to the conditions of the contract.

8.1.6.4. The documentation should establish requirements for procurement participants, documents submitted as part of bids, the order of criteria for evaluating

bids and the exact relative importance (weights) of each such criterion should be specified, and the requirements for the form and order of registration of bids of participants should be specified.

8.1.6.5. Requirements for procurement participants, as well as criteria and procedures for evaluation of bids are set in the procurement documentation in accordance with Appendix 2 to this Standard “Requirements for procurement participants, criteria and methods for evaluating bids of procurement participants” (clause 13.2 of this Standard) and may concern:

a) the conformity of the procurement participants, as well as, in the cases established by clause 7.4.4 i) of this Standard, the declared co-contractors (subcontractors, co-suppliers) to the requirements established by the legislation of the Russian Federation for the persons supplying the products (performance of works/provision of services) which is the subject of the contract;

b) the lack of information about procurement participants in the register of unfair suppliers, provided for by Law 223-FZ and in the register of unfair suppliers, provided for by Law 44-FZ;

c) reliability and qualifications of the procurement participant, as well as, in the cases established by clause 7.4.4 i) of this Standard, the declared subcontractors (subcontractors, co-suppliers);

d) the price quotation of the bidders;

e) other requirements and criteria established in accordance with Appendix 2 to this Standard (clause 13.2 of this Standard).

8.1.6.6. If there is a direct indication in the notice of procurement and procurement documentation about the bid of priorities, specified in clause 4.5.4 of this Standard, the Procurement Commission shall take into account such priorities when evaluating and comparing bids.

8.1.6.7. The Procurement Commission has the right to involve experts and any other persons it deems necessary to consider, evaluate and compare the applications. In this case, the Procurement Commission should ensure the confidentiality of the evaluation process and respect for the commercial secrets of the procurement participants. A member of the Procurement Commission, an expert or another person who participates in the procedure for reviewing, evaluating and comparing bids from procurement participants, who learned in the procurement process that there are persons among the procurement participants whose proposals he cannot consider impartially, must recuse himself, according to which the chairperson of the meeting of the Procurement Commission takes the decision. The Procurement Commission accepts the estimates and recommendations of experts (if they are involved), however, it can make any independent decisions taking into account the procedure for evaluating the bids provided for in the procurement documentation.

8.1.6.8. In order to make a decision on the compliance of applications of the procurement participants with the requirements of the procurement documentation, the Procurement Commission carries out:

a) verification of applications for compliance with the requirements of the application design of the procurement documentation; however, applications are

considered as meeting the requirements of the documentation, even if they contain insignificant inconsistencies in form or grammatical errors;

b) verification of the procurement participant for compliance with the requirements of the procurement documentation;

c) verification of the products offered for compliance with the requirements of the procurement documentation;

d) checking the availability of information about the procurement participant in registers of unscrupulous suppliers provided for by current legislation (clause 8.1.6.5 b)), if the requirement of the absence of the procurement participant in such registers was provided for in the procurement documentation;

e) receipt of the conclusion of the Economic Security Service of the Customer, in case of establishing the relevant requirements and the procedure for assessing the compliance of applications with such requirements;

f) rejection of applications that, in the opinion of members of the Procurement Commission, do not meet the requirements of the procurement documentation. At the same time, the absence in the application of an indication (declaration) of the country of origin of the goods being supplied does not constitute a ground for rejecting the application, and such an application is considered as containing a proposal for the supply of foreign goods.

8.1.6.9. The Customer (Procurement Organizer) has the right to verify the compliance of the information provided by the procurement participant with the reality, including by sending requests to state authorities, to persons specified in the application, as well as to conduct field checks.

8.1.6.10. Comparison of price proposals provided for in clause 5.1.3 e) of this Standard when conducting competitive procurement in electronic form is carried out using software and hardware of the electronic platform when forming the final minutes.

8.1.6.11. The Procurement Commission rejects the application of the participant if the participant does not meet the requirements for the participant of the procurement established by the procurement documentation or such an application is deemed non-compliant with the requirements of the procurement documentation.

8.1.6.12. The Procurement Commission rejects the procurement participant from participation, and the Customer refuses to conclude an agreement with the winner (the only procurement participant with whom it is planned to conclude an agreement) at any time prior to concluding an agreement if the Customer or the Procurement Commission finds that the procurement participant and (or) the application of the procurement participant does not meet the requirements established in the documentation (if the documentation is provided) on the procurement or the procurement participant provided false information (information) regarding his compliance or compliance of the application with the specified requirements.

8.1.6.13. The winner of the procurement is the participant who meets the requirements of the procurement documentation, whose application meets the requirements specified in the procurement documentation and meets the conditions for determining the winner, based on the method under which the procurement

procedure is carried out.

8.1.6.14. If, prior to concluding an agreement on the results of competitive procurement, it will be revealed that the Procurement Commission during the procurement made a violation of the current legislation, of this Standard and/or the procurement documentation, which resulted in an unreasonable decision on the choice of the procurement winner (the only procurement participant meeting the requirements of the procurement documentation), the Procurement Commission is obliged to cancel earlier adopted decisions and conduct a procedure for review, evaluation and comparison of bids again, taking into account the violations found.

8.1.6.15. The procurement participant recognized as the winner (the only procurement participant that meets the requirements of the procurement documentation) loses the status of the winner (the only participant with whom it is planned to conclude an agreement), and his actions (inaction) mean a refusal to conclude a contract in the following cases:

a) evasion or refusal of the procurement participant to conclude a contract, including by proposing to the Customer to make significant changes that worsen the terms of the contract for the Customer;

b) failure to provide or provision in violation of the conditions established by current legislation, prior to the conclusion of the contract to the Customer to ensure the execution of the contract (if the notice of purchase, documentation on the purchase establishes the requirements of the performance of the contract and the period of its provision before the conclusion of the contract).

8.1.6.16. In case of occurrence of the cases specified in clause 8.1.6.15 of this Standard, the Customer based on the decision of the Procurement Commission has the right to conclude an agreement with the participant, whose application is given the second place according to the results of evaluation and comparison of applications, or consider re-running the procurement subject to the provisions of this Standard. Information on the procurement participant who lost the status of the winner shall be entered in the Register of unscrupulous suppliers in accordance with and in the manner established by the current legislation.

### **8.1.7. Conducting pre-contract negotiations**

8.1.7.1. After summarizing the results of the procurement, the Customer is entitled to conduct pre-contractual negotiations with the participant recognized as the winner (the only participant in the procurement with whom it is planned to conclude an agreement).

8.1.7.2. Pre-contract negotiations may concern reducing the contract price without changing the volume of purchased products, improving the contract execution conditions for the customer (shortening the contract execution time (its individual stages), cancelling or reducing the advance payment, granting a deferment or installment plan for payment, improving product characteristics, extending the warranty terms and scope), clarification of the terms of performance of obligations under the contract, if the contract was not signed within the planned timeframe in connection with the consideration of the complaint stipulated by this Standard, in connection with administrative proceedings, court proceedings, the

need to comply with corporate requirements for concluding an agreement, including/excluding conditions arising from changes in legislation or regulations of government bodies, local governments. During the pre-contract negotiations, the text of the draft agreement may be amended, clarifications that do not worsen the essence of the technical proposal of the participant and the terms of the contract may be entered.

8.1.7.3. Conducting pre-contract negotiations should not give preferential conditions to the winner (the only procurement participant with whom it is planned to conclude an agreement). The results of the pre-contract negotiations are documented by an agreement on the pre-contract negotiations.

### **8.1.8. Tender procedure**

8.1.8.1. The tender is held in the manner prescribed by clauses 8.1.1 - 8.1.7 of this Standard.

8.1.8.2. A notice of a tender must be posted simultaneously with the procurement documentation in the sources specified in section 3 of this Standard at least 15 (fifteen) days before the deadline for submitting applications for participation in the tender.

### **8.1.9. Auction procedure**

8.1.9.1. The auction is carried out in the manner established by clause 8.1.1 - clause 8.1.7 of this Standard taking into account the requirements established by clause 8.1.9 of this Standard.

8.1.9.2. The auction notice shall be placed simultaneously with the documentation on the purchase in the sources identified in section 3 of this Standard within the time limits set by clause 8.1.8.2 of this Standard.

8.1.9.3. The auction includes the procedure for its participants to submit proposals for the price of the contract with the following requirements:

a) an “auction step” is set in the procurement documentation;  
b) reduction of the current minimum offer on the contract price is carried out by the “auction step”.

8.1.9.4. If during the auction, none of the participants submitted proposals to reduce the price of the contract, the Customer, based on the results of considering the applications of the auction participants, concludes an agreement with the participant of such an auction, the application for participation in which has been submitted:

a) earlier than other applications for participation in such an auction, if several participants of the auction and the applications submitted by them are found to meet the requirements of the procurement documentation;  
b) the sole bidder, if only one bidder of the auction and the bid submitted by him are found to meet the requirements of the procurement documentation.

### **8.1.10. Procedure of the request for proposals**

8.1.10.1. The request for proposals is carried out in the manner established by

clause 8.1.1 - clause 8.1.7 of this Standard, taking into account the requirements established by clause 8.1.10 of this Standard.

8.1.10.2. Carrying out the procurement by the method of the request for proposals is possible only in electronic form, the holding of the request for proposals in non-electronic form is possible only when conducting a closed request for proposals.

8.1.10.3. The notice of the request for proposals shall be posted simultaneously with the documentation on the purchase in the sources identified in section 3 of this Standard not later than 7 (seven) working days before the deadline for submission of applications for participation in the procurement.

#### **8.1.11. Procedure of the request for quotations**

8.1.11.1. The request for quotations is carried out in the manner established by clause 8.1.1 - clause 8.1.7 of this Standard, taking into account the requirements established by clause 8.1.11 of this Standard.

8.1.11.2. The request for quotations is carried out only in electronic form, the holding of the request for quotations in non-electronic form is possible only when conducting a closed request for quotations.

8.1.11.3. The notice of the request for quotations shall be placed in the sources identified in section 3 of this Standard not later than five (5) working days before the deadline for submission of applications for participation in the procurement.

8.1.11.4. Documentation of the procurement during the request for quotations is not formed, in this case, the information specified in clause 7.4.4 of this Standard, if necessary, is included in the notice of the purchase.

8.1.11.5. The application form for participation in the request for quotations is established in the notice of the procurement in accordance with Appendix 2 to this Standard (clause 13.2 of this Standard).

#### **8.1.12. Competitive pre-selection procedure**

8.1.12.1. Competitive pre-selection is carried out in the manner established by clause 8.1.1 - clause 8.1.7 of this Standard, taking into account the requirements established by clause 8.1.12 of this Standard.

8.1.12.2. Competitive pre-selection is carried out only in electronic form.

8.1.12.3. When conducting a competitive pre-selection, the procurement stages stipulated in clause 5.1.3 a) - clause 5.1.3 e) of this Standard do not apply.

8.1.12.4. The notice of competitive pre-selection must be posted simultaneously with the procurement documentation in the sources identified in section 3 of this Standard at least 20 (twenty) days before the deadline for submission of applications for participation in the procurement.

8.1.12.5. The selection of winners of the competitive pre-selection can be carried out either by a set of selection and evaluation criteria established by the procurement documentation (in this case, the application of price criteria for the evaluation of the application is not mandatory), or by selection criteria.

8.1.12.6. According to the results of the competitive pre-selection, the Customer chooses several winners and concludes agreements with them on holding

further requests for quotations among such winners (clause 5.1.1.1 f) of this Standard). If, according to the results of competitive pre-selection, only one procurement participant is recognized as the winner, the procurement is declared failed and no agreement is concluded with such participant.

8.1.12.7. If agreements are concluded by the Customer for a period of more than one year, the Customer has the right to carry out the "additional selection" procedure (by conducting competitive procurement by the method of competitive preliminary selection) in order to provide an opportunity for suppliers (performers, contractors) who for some reason did not take part in the initial procurement, participate in subsequent requests for quotations from the winners of the competitive prequalification. "Additional selection" should be carried out on the terms of the initially conducted competitive preliminary selection, except for cases when the change in the terms of purchase is associated with a change in the requirements of legislation, technical regulations, documents adopted in accordance with the legislation of the Russian Federation on standardization and other similar cases. If only one procurement participant is recognized as the winner based on the results of the "additional selection", the procurement is declared invalid, with the subsequent conclusion of an agreement with such a participant.

### **8.1.13. Procedure of the request for quotations on the results of competitive pre-selection**

8.1.13.1. Conducting a request for quotations on the results of competitive pre-selection is carried out in the manner prescribed by clause 8.1.1 - clause 8.1.7 of this Standard, taking into account the requirements established by clause 8.1.13 of this Standard.

8.1.13.2. Request for quotations based on competitive prequalification is carried out only in electronic form.

8.1.13.3. The notification of the request for quotations on the results of competitive pre-selection should be placed in the sources identified in section 3 of this Standard at least 4 (four) working days before the deadline for submission of applications for participation in the procurement.

8.1.13.4. The documentation of the procurement during the request for quotations on the results of competitive pre-selection is not formed, in this case, the information specified in clause 7.4.4 of this Standard, if necessary, is included in the notice of purchase.

8.1.13.5. Only the winners of the relevant competitive pre-selection, with whom the Customer has entered into agreements, or the winners of the competitive pre-selection ("additional selection"), conducted in accordance with clause 8.1.12.7 of this Standard, can participate in the request for quotations on the results of competitive pre-selection.

8.1.13.6. The winner of the request for quotations on the results of the competitive pre-selection is the participant whose application complies with the requirements established by the purchase notice and whose price offer contains the minimum cost.

#### **8.1.14. Conducting competitive procurement, the participants of which can only be small and medium-sized businesses**

8.1.14.1. Competitive procurement, the participants of which can only be SMEs (hereinafter referred to as special trades in electronic form), is carried out in the manner prescribed by clauses 8.1.1 - 8.1.11 of this Standard, taking into account the requirements established by clause 8.1.14 of this Standard.

8.1.14.2. When conducting special trades, the notice of the purchase shall be posted simultaneously with the documentation on the purchase in the sources identified in section 3 of this Standard within the following terms:

a) during the tender:

- at least 7 (seven) days before the deadline for submission of applications for participation in such a tender if the initial (maximum) contract price does not exceed 30 (thirty) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

- at least 15 (fifteen) days before the deadline for submission of applications for participation in such a tender if the initial (maximum) contract price exceeds 30 (thirty) million rubles with VAT (or without VAT if the purchase of products is not subject to VAT or VAT is 0);

b) during the auction:

- at least 7 (seven) days before the deadline for submitting applications for participation in such an auction if the initial (maximum) contract price does not exceed 30 (thirty) million rubles including VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

- at least 15 (fifteen) days before the deadline for submission of applications for participation in such an auction if the initial (maximum) contract price exceeds 30 (thirty) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

c) when conducting a request for proposals at least 5 (five) business days prior to the day of the request for proposals (deadline for submission of bids for participation in the procurement). At the same time, the initial (maximum) contract price should not exceed 15 (fifteen) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0);

d) when conducting a request for quotations at least 4 (four) business days before the day of expiration of the deadline for submitting applications for participation in such a request for quotations. In this case, the initial (maximum) contract price should not exceed 7 (seven) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0).

8.1.14.3. In conducting special trades, it is indicated in the notice of procurement and documentation of the procurement that the participants in such procurement can only be SMEs. Participants in such procurement are required to declare in the applications their affiliation to SMEs by submitting information from a single register of SMEs or a declaration of compliance of a procurement participant with the criteria for assigning to SMEs, according to the form established by the Government of the Russian Federation in the absence of information a registered individual entrepreneur or a newly created legal entity in a single register

of SMEs.

8.1.14.4. The auction, which participants can only be SMEs, includes the procedure for submitting proposals by the participants on the price of the contract with the following requirements:

- a) an “auction step” ranges from 0.5 percent to five percent of the initial (maximum) contract price;
- b) reduction of the current minimum offer on the contract price is carried out by the amount within the “auction step”.
- c) an auction participant does not have the right to submit a proposal for the price of the contract, equal to the proposal for the price of the contract previously submitted by this participant, or more than it is, as well as a proposal for the price of the contract equal to zero;
- d) an auction participant does not have the right to submit an offer on the contract price, which is lower than the current minimum offer on the contract price, reduced within the “auction step”;
- f) an auction participant does not have the right to submit an offer on the price of the contract, which is lower than the current minimum offer on the price of the contract, if it is submitted by this auction participant in electronic form.

8.1.14.5. Provision of applications for participation in special trades (if the requirement for securing applications is established by the Customer in the notice of such procurement, documentation on procurement) may be provided by the participants of such procurement by depositing money or providing an independent guarantee. The choice of the method of securing an application for participation in such procurement shall be made by the participant in such procurement independently; the amount of such security may not exceed 2 (two) percent of the initial (maximum) contract price (lot price).

8.1.14.6. Funds intended to secure an application for participation in special trades are deposited by a participant in such a purchase into a special account opened by him in a bank included in the list determined by the Government of the Russian Federation. Funds deposited to a special account as collateral for the application are transferred to the Customer in the cases specified in clause 8.1.3.6 of this Standard.

8.1.14.7. The funds deposited as security for the application for participation in special trades are returned:

- a) to all procurement participants, with the exception of the procurement participant whose application has been assigned the first number, within a period of not more than 7 (seven) working days from the date of signing the minutes drawn up based on the results of the procurement;
- b) the procurement participant whose application has been assigned the first number, within a period of not more than 7 (seven) working days from the date of conclusion of the contract or from the date of acceptance by the Customer of the decision in the manner prescribed by applicable law and this Standard that the contract is not is concluded following the results of the procurement.

8.1.14.8. An independent guarantee provided as security for an application for participation in special trades in electronic form must comply with the requirements

established by Law 223-FZ, the Government of the Russian Federation, the standard form, if established by the Government of the Russian Federation. Non-compliance of an independent guarantee with the requirements stipulated by Law 223-FZ, the Government of the Russian Federation, the standard form, if established by the Government of the Russian Federation, is the basis for refusal to accept it by the Customer.

8.1.14.9. An independent guarantee provided as security for the performance of the contract must contain the obligation of the Guarantor, in case of delay in fulfilling obligations under an independent guarantee, the requirement to pay the amount of money for which corresponds to the conditions of such an independent guarantee and is presented by the Customer before the expiration of its validity period, to pay the customer for each day late payment penalty (fine) in the amount of 0.1 percent of the amount of money payable under such an independent guarantee.».

8.1.14.10. If the procurement documentation establishes the requirement for the enforcement of the contract, the amount of such security:

- a) may not exceed 5 (five) percent of the initial (maximum) contract price (lot price), if the contract does not provide for an advance payment;
- b) is set in the amount of the advance, if the contract provides for the payment of the advance.

8.1.14.11. The contract enforcement may be provided by the procurement participant of his choice by depositing funds into the account specified by the Customer in the procurement documentation, by providing an independent guarantee.

8.1.14.12. An independent guarantee provided as a security for the performance of an agreement concluded as a result of special trades in electronic form must comply with the requirements established by Law 223-FZ, the Government of the Russian Federation, standard form, if established by the Government of the Russian Federation. Non-compliance of an independent guarantee with the requirements stipulated by Law 223-FZ, the Government of the Russian Federation, standard form, if established by the Government of the Russian Federation, is the basis for refusal to accept it by the Customer».

8.1.14.13. If the first part of the application for participation in the tender in electronic form, auction in electronic form, request for proposals in electronic form contains information about the participant of such a tender, auction or request for proposals and (or) about the price offer, this application is subject to rejection.

8.1.14.14. When conducting competitive procurement, in which only small and medium-sized businesses can participate, the Customer establishes a requirement for the provision of information and documents in accordance with Appendix 1.1 to Appendix 2 of this Standard (clause 13.2).

8.1.14.15. The agreement on the results of special trades is concluded on the conditions provided for in the draft agreement, documentation on competitive procurement, notification of competitive procurement and the application of a participant in such procurement, with whom the contract is concluded on an electronic platform in the manner prescribed by applicable law.

8.1.14.16. In case of disagreement on the draft contract sent by the customer

through an electronic platform, the participant of such a purchase draws up minutes of disagreement specifying comments to the provisions of the draft contract that do not correspond to the notice, competitive bidding documentation and its application, indicating the relevant provisions of these documents. The minutes of disagreements are sent to the Customer using the software and hardware of the electronic platform. The Customer considers the minutes of disagreements and sends to the participant of such a purchase a revised draft of the agreement or re-sends the draft agreement indicating in the separate document the reasons for the refusal to take into account the remarks contained in the minutes of disagreement.

8.1.14.17. The Customer has the right to purchase products from SMEs by setting requirements for procurement participants to obligatory involve SMEs as subcontractors (co-contractors) (clause 5.4.2 c) of this Standard). The participation of SMEs in procurement as subcontractors (co-contractors) is determined in accordance with the peculiarities approved by the Government of the Russian Federation.

8.1.14.18. The Customer shall take into account that if he fails to fulfill the obligation to purchase from SMEs during the calendar year in the amount established by the Government of the Russian Federation, or to place inaccurate information about the annual volume of purchases from such entities included in the report stipulated by the current legislation or non-posting of the specified report in the UIS, The Procurement Regulations of this Customer from 1 February of the year following the last calendar year and until the end of this year shall be recognized as not posted. In this case, during the specified period, the Customer shall be guided by the provisions of Law 44-FZ in the manner specified by Law 223-FZ.

### **8.1.15. Conducting competitive purchases in closed form**

8.1.15.1. The choice of the method of conducting competitive procurement in closed form is subject to the restrictions established by clause 5.5 of this Standard, and in accordance with the conditions set forth by clause 5.6 of this Standard.

8.1.15.2. Only suppliers (performers, contractors) invited by the Procurement Organizer are allowed to participate in closed competitive procurement. The list of such suppliers (performers, contractors) is determined by the Customer. It is imperative that invitations are sent to suppliers (performers, contractors) who are manufacturers of purchased products, while invitations to participate in closed procurement cannot be sent to suppliers (performers, contractors), information about which is contained in registries of unscrupulous suppliers stipulated by current legislation.

8.1.15.3. The Customer may provide for the need for the Organizer to sign with the participants, invited to participate in a closed purchase, confidentiality agreements regarding their participation in the procurement, including in terms of maintaining confidentiality of the terms of the procurement notice, procurement documentation, draft agreement, technical specifications.

8.1.15.4. The Procurement Organizer does not have the right to admit to participation in the closed procurement of suppliers (performers, contractors), whom he did not invite to participate in the procurement. Such a right may be granted in

the procurement documentation only to suppliers (performers, contractors) who submit an application as part of a collective procurement participant.

8.1.15.5. Closed competitive procurement is carried out in the manner provided for the competitive procurement, taking into account the following features:

a) information about the closed competitive purchase is not subject to placement in the UIS;

b) within the deadlines set for placing in the UIS a notice on the implementation of competitive procurement, documentation on competitive procurement, the Customer sends invitations to take part in closed competitive procurement with attachment of the procurement documentation to at least two persons who are able to deliver goods, perform works, provide services that are the subject of the closed competitive purchase, identified by the Customer in the appropriate list.

c) a participant of a closed competitive purchase submits an application for participation in the closed competitive purchase in a sealed envelope that does not allow viewing its content before opening the envelope.

8.1.15.6. The provision of clarification of the procurement documentation is carried out at the written request of the participant of the closed competitive procurement in the terms established by clause 8.1.2 of this Standard.

8.1.15.7. Copies of minutes drawn up during the course of a closed purchase are sent to all participants in the purchase.

8.1.15.8. The exchange of information and documents in the framework of closed procurement is carried out in accordance with the requirements of the procurement documentation and the rules of document circulation established by the legislation of the Russian Federation and other acts in the field of protection of state secrets and other information of limited access.

8.1.15.9. The specifics of document circulation in the implementation of closed competitive purchases in electronic form, as well as the list of operators of electronic platforms for the implementation of closed competitive purchases and the procedure for accreditation at such electronic platforms is determined by the Government of the Russian Federation.

## **8.2. Procedure for non-competitive procurement**

### **8.2.1. General provisions**

8.2.1.1. Non-competitive purchases (except purchases made by comparing prices, purchasing from a single supplier (performer, contractor) and purchasing by participating in procedures organized by vendors of products) are carried out in the manner prescribed by this Standard for conducting competitive purchases (clause 8.1 of this Standard), taking into account the features established by clause 8.2 of this Standard.

8.2.1.2. The Customer has the right to conduct a non-competitive purchase, participants of which can be only SMEs.

## **8.2.2. Pre-selection procedure**

8.2.2.1. Preliminary selection is carried out in the manner prescribed by clause 8.1.1 - clause 8.1.7 and clause 8.1.12 of this Standard, taking into account the requirements established by clause 8.2.2 of this Standard.

8.2.2.2. Pre-selection is carried out only in electronic form.

8.2.2.3. During the preliminary selection, the procurement stages stipulated in clause 5.1.3 a) - clause 5.1.3 e) of this Standard do not apply.

8.2.2.4. The notice on the conduct of the pre-selection shall be placed simultaneously with the documentation on the purchase in the sources identified in section 3 of this Standard at least 20 (twenty) days before the deadline for submission of applications for participation in the procurement.

8.2.2.5. The selection of winners of the preliminary selection can be carried out either by a set of selection and evaluation criteria established by the documentation on procurement (in this case, the application of price criteria for the evaluation of the application is not mandatory), or only according to the selection criteria.

8.2.2.6. According to the results of the preliminary selection, the Customer chooses several winners and concludes agreements with them on holding further such requests among the winners (clause 5.1.1.2 b)). If, according to the results of the preliminary selection, only one procurement participant is recognized as the winner, the procurement is declared failed and no agreement is concluded with such participant. The validity period of the results of the competitive selection and agreements concluded with the winners may not exceed five years from the date of summing up the results of the competitive selection.

8.2.2.7. If agreements are concluded by the Customer for a period of more than one year, the Customer has the right to carry out the "additional selection" procedure (by conducting a purchase by the preliminary selection method) in order to provide an opportunity for suppliers (performers, contractors) who for some reason did not take part in the initial purchase, to accept participation in subsequent requests for prices among the winners of the preliminary selection. "Additional selection" should be carried out on the terms of the initially conducted preliminary selection, except for cases when the change in the terms of purchase is associated with a change in the requirements of legislation, technical regulations, documents adopted in accordance with the legislation of the Russian Federation on standardization and other similar cases. If only one procurement participant is recognized as the winner based on the results of the "additional selection", the procurement is declared invalid, with the subsequent conclusion of an agreement with such a participant.

## **8.2.3. The order of the procurement method of request for quotations on the results of the preliminary selection**

8.2.3.1. The request for quotations on the results of the preliminary selection is carried out in the manner prescribed by clause 8.1.1 - clause 8.1.7, clause 8.1.13 of this Standard, taking into account the requirements established by clause 8.2.3 of this Standard.

8.2.3.2. Participants in the request for quotations on the results of the pre-selection can only be the winners of the relevant pre-selection with which the

Customer has concluded agreements, or the winners of the pre-selection (“additional selection”), conducted in accordance with clause 8.2.2.7 of this Standard.

8.2.3.3. The notice of the request for quotations based on the results of the preliminary selection must be placed in the sources specified in section 3 of this Standard no less than 2 (two) working days before the deadline for submitting applications for participation in the procurement.

#### **8.2.4. The procedure for conducting a purchase by comparing prices**

8.2.4.1. Purchase by the price comparison method is carried out in a non-electronic form, while, at the decision of the Customer, such a purchase can also be carried out in electronic form.

8.2.4.2. Comparison of prices can be used in the purchase of simple products in the presence of unambiguously formulated technical requirements for the purchased products, including when the functional characteristics (consumer properties) of the goods, dimensions, packaging, shipment of goods are determined, and specific requirements for the results of work (services) are established. The initiator of the purchase independently sets the requirements for the purchased products and reflects them in the analytical note. Product requirements should not be overstated.

8.2.4.3. When conducting a purchase by comparing prices in a non-electronic form, no notification and documentation of the purchase is generated, the Customer does not post information about its implementation in the sources specified in section 3 of this Standard (except for the case when the Customer, in the manner prescribed by clause 5.2.5 or clause 5.6.16 of this Standard, decides to conduct a purchase by comparing prices with exceeding the price thresholds determined by clause 5.6.10 of this Standard). The initiator of the purchase conducts a market study and compares prices and other terms of delivery of products based on publicly available information sources (copies of official price lists, public offers, printouts of these sites of suppliers (performers, contractors) in the information and telecommunications network "Internet" and other similar sources) or by receiving offers from potential suppliers (performers, contractors). At the same time, it is recommended that at least three sources of information be studied, including the Initiator has the right to send relevant inquiries to potential procurement participants.

8.2.4.4. The results of price comparison in non-electronic form are reflected in an analytical note signed by the Procurement Initiator and stored in the manner prescribed by this Standard and the organizational and administrative document of the Customer.

8.2.4.5. Based on the results of the procurement by the method of price comparison in a non-electronic form, the Procurement Initiator enters into an agreement with the supplier (performer, contractor) who offered the minimum cost of the contract. When comparing price offers, the Procurement Initiator takes into account the provisions of the current legislation providing for the priority of goods of Russian origin, works, services performed by Russian persons in relation to goods originating from a foreign state, works, services performed by foreign persons. The

choice of a supplier (performer, contractor) of products that offered a price other than the minimum is accompanied by a detailed justification of such a choice in an analytical note under the responsibility of the Procurement Initiator.

8.2.4.6. If a decision is made to conduct a purchase by comparing prices in electronic form, information on such a purchase is posted on electronic platforms, taking into account the rules of their work. The format of invitations, forms of applications for participation in the procurement is determined by the Customer independently.

8.2.4.7. The invitation to participate in the procurement by the method of price comparison in electronic form is posted on the electronic platform no less than 3 (three) business days before the deadline for submitting bids for participation in the procurement. The recommended period can be reduced by the decision of the Customer if it is necessary to meet an urgent need. Moreover, this period cannot be less than a day.

8.2.4.8. In case of receipt of requests from procurement participants for clarification of the terms of reference, the draft contract and other provisions of the invitation to participate in the procurement, the Procurement Initiator shall provide an explanation of the issues on the electronic site. The initiator of the procurement has the right not to carry out such an explanation if the request was received within a period of less than two days before the deadline for submission of applications. Explanations of the terms of reference, the draft contract and other provisions of the invitation to participate in the procurement should not change the subject of the procurement and the essential conditions of the draft contract.

8.2.4.9. Participants in price comparison in electronic form through the functionality of the electronic platform send bids for participation in the procurement in the form specified in the invitation to participate in the procurement.

8.2.4.10. If by the end of the deadline for submission of bids for participation in the procurement by the method of price comparison in electronic form, no bids have been submitted, the Procurement Initiator has the right to extend the deadline for accepting bids (at least 1 working day) or decide to conduct a repeated procurement changing the parameters of such a purchase by comparing prices in a non-electronic form. If a decision is made on the need to adjust the parameters of the purchase (including the price, volume, time of delivery of goods, performance of work, provision of services), it is recommended to repeat the purchase by comparing prices in electronic form.

8.2.4.11. If, during the procurement by the method of price comparison in electronic form, the Procurement Initiator decided to refuse admission to participation in the procurement of all bids of the procurement participants (or the only bid submitted for participation in the procurement), the Procurement Initiator has the right to make a decision to conduct a repeated procurement without changing the parameters of such a purchase by comparing prices in a non-electronic form. If a decision is made on the need to adjust the parameters of the purchase (including the price, volume, time of delivery of goods, performance of work, provision of services), it is recommended to repeat the purchase by comparing prices in electronic form.

8.2.4.12. In the event that by the end of the deadline for submitting bids for participation in the procurement by the method of price comparison in electronic form, one bid is submitted, the Procurement Initiator is recommended (but not obligatory) to extend the deadline for accepting bids (by at least 1 business day). The procurement initiator also has the right to decide on the consideration of the submitted application without extending the deadline for accepting applications.

8.2.4.13. Summing up the price comparison in electronic form is carried out by the Procurement Initiator within 10 working days from the end of the deadline for accepting applications.

8.2.4.14. Price offers of price comparison participants in electronic form, obtained using the functionality of the electronic platform, must be consolidated by the Procurement Initiator into a single analytical note justifying the choice of the supplier. The analytical note is stored by the Customer together with the contract concluded as a result of the purchase.

8.2.4.15. The winner of the procurement by the method of price comparison in electronic form is the procurement participant who meets the requirements established in the invitation to participate in the procurement, who submitted an application with the lowest price offer, unless otherwise established by the organizational and administrative documents of the Customer. When comparing price offers, the Procurement Initiator takes into account the provisions of the current legislation providing for the priority of goods of Russian origin, works, services performed by Russian persons in relation to goods originating from a foreign state, works, services performed by foreign persons.

8.2.4.16. The conclusion of the contract based on the results of the purchase is carried out in the manner and terms provided for by the norms of the current legislation and the internal organizational and administrative documents of the Customer.

8.2.4.17. Based on the results of the purchase by the price comparison method, the contract can be concluded in any form provided for by the current legislation, including by sending the corresponding invoice to the Customer.

8.2.4.18. If the Customer, in accordance with the procedure established by clause 5.2.5 or clause 5.6.16 of this Standard, decides to conduct a purchase by comparing prices with exceeding the price thresholds determined by clause 5.6.10 of this Standard, information about the purchase is placed in the unified information system to the extent provided for in clause 3.1.5 of this Standard.

## **8.2.5. Procedure for the purchase from a single supplier (performer, contractor)**

8.2.5.1. Purchasing from a single supplier (performer, contractor) is carried out in the following sequence:

a) the conclusion of a contract with a single supplier (performer, contractor) in accordance with the approved Procurement Plan/amendment of the Procurement Plan (in the cases provided for in clause 5.7.3.20 of this Standard, the conclusion of a contract with a single supplier (performer, contractor) may be carried out prior to the inclusion of information on the procurement in Purchase

plan);

b) placement of information about the concluded agreement, its execution/amendment/termination in the manner provided for by clause 3.1.4 of this Standard.

8.2.5.2. When conducting procurement with a single supplier (contractor, contractor), a notice of such procurement and documentation on the procurement by the Customer are not generated and are not placed in the UIS.

8.2.5.3. When concluding an agreement with a single supplier (performer, contractor) due to the lack of competition in the market for goods, works, services or the impossibility of sending requests to potential counterparties supplying the same product (performing similar work, providing similar services), as well as signing an amendment to the agreement concluded on the basis of the results of the procurement procedure, providing for the supply of goods (works, services), not provided for by the concluded agreement, the initiator of bringing the question presents in the explanatory note the rationale for the price of the concluded contract (additional agreement), formed in accordance with the Procedure established in Appendix 6 to this Standard (clause 13.6 of this Standard).

8.2.5.4. Other actions taken when purchasing from a single supplier (performer, contractor) are determined by the Customer independently, depending on the conditions requiring such a purchase, in accordance with clause 5.6.11 of this Standard.

## **8.2.6. The order of the procurement through participation in procedures organized by sellers of products**

8.2.6.1. If there is a need for products, the acquisition of which is possible only through participation in the procedures of the seller of products, the decision to participate in such procedures is made by the Customer's CPO or other purchasing (permitting body) based on the request of the Procurement Initiator in the manner prescribed by the internal documents of the Customer. When making a decision to participate in the procurement of the Customer's CPO or other purchasing (permitting body), in addition to approving participation, it sets the maximum value of the procurement budget, which the Customer has the right to declare when submitting the relevant offer for participation in the procurement.

8.2.6.2. The order of the procedure is determined by the organizer of such a procedure.

8.2.6.3. Upon participation in the procurement, if the Customer is recognized as the winner of the procurement, the Procurement Initiator provides the Customer's CPO or other purchasing (permitting body) with information on the procurement parameters necessary to include the relevant item in the Procurement Plan.

8.2.6.4. Notification and documentation of the purchase by participating in the procedures organized by the sellers of products are not generated and are not posted in the UIS. Based on the results of the purchase, the Customer places information about the concluded contract in the manner prescribed by clause 3.1.4 of this Standard.

## **8.2.7. Procurement with limited participation**

8.2.7.1. Procurement with limited participation is carried out in accordance with the procedure established by clause 8.1.1 - clause 8.1.11 of this Standard, taking into account the requirements established by clause 8.2.7 of this Standard.

8.2.7.2. Restricted procurement can be conducted in either electronic or non-electronic form.

8.2.7.3. When conducting a procurement with limited participation, the stages provided for in clause 5.1.3 a) - clause 5.1.3 d) of this Standard are not applied.

8.2.7.4. A notice of a procurement with limited participation must be posted simultaneously with the procurement documentation in the sources specified in section 3 of this Standard within the following timeframes:

a) when purchasing products for an amount not exceeding 7 (seven) million rubles with VAT (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) - at least 5 (five) working days before the deadline for submitting applications for participation in the procurement;

b) when purchasing products for an amount not exceeding 15 (fifteen) million rubles (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) - at least 7 (seven) business days before the deadline for submitting applications for participation in procurement;

c) when purchasing products worth more than 15 (fifteen) million rubles (or without VAT, if the purchase of products is not subject to VAT or VAT is 0) - at least 15 (fifteen) days before the deadline for submitting applications for participation in the purchase.

8.2.7.5. In the event the customer conducts a purchase with limited participation in order to ensure a minimum share of the purchase of goods of Russian origin (including goods supplied during the execution of the purchased work, the provision of purchased services), the procurement documentation establishes the requirement for the availability of the proposed (offered) to the supply of goods (goods ) in the registers provided for by Decree of the Government of the Russian Federation dated 03 December 2020 No. 2013 "On the minimum share of purchases of goods of Russian origin", and the submission by the participants of such procurement as part of the application information on the number (numbers) of the registry entry (registry entries) of the relevant registers.

## **8.2.8. The order of the purchase in an electronic store**

8.2.8.1. Procurement in an electronic store is carried out in the manner determined by the regulations for the operation of the ES, taking into account the requirements established by clause 8.2.8 of this Standard.

8.2.8.2. Purchases in the electronic store are carried out only in electronic form.

8.2.8.3. Only SMEs can be participants in the purchase in the electronic store.

8.2.8.4. When making a purchase in an electronic store, the steps provided for in clauses 5.1.3 a) - clause 5.1.3 g) of this Standard do not apply.

8.2.8.5. The notice of the purchase in the electronic store is placed in the sources specified in Section 3 of this Standard and must contain:

- a) information about the purchased product, work, service;
- b) requirements for such a product, work, service;
- c) criteria for evaluating proposals for the supply of goods, performance of work, provision of services;
- d) requirements for a procurement participant from among SMEs;
- e) a draft contract concluded based on the results of the purchase in the electronic store.

8.2.8.6. Purchasing in the electronic store can be carried out in the following order:

- a) placement by the procurement participant from among the SMEs on the electronic platform of a preliminary offer for the supply of goods, performance of work, provision of services;
- b) placement by the Customer on the electronic platform of information about the purchased goods, work, service, requirements for such goods, work, service, procurement participants (a procurement notice);
- c) determination by the ES operator from the list of preliminary proposals that meet the requirements of the Customer, proposals for the supply of goods, performance of work, provision of services to procurement participants from among SMEs;
- d) determination by the Customer, according to the evaluation criteria, of the procurement participant (participants) with whom the contract (contracts) is concluded from among the procurement participants determined by the ES operator;
- e) conclusion of a contract (contracts) with the procurement participant (participants) using the electronic platform on the terms determined by the procurement notice, as well as the proposal of the relevant procurement participant for the supply of goods, performance of work, provision of services.

8.2.8.7. The organizational and administrative document of the Customer may specify the procedure for conducting purchases in an electronic store, including the range of products purchased by this method (including product requirements), the need to select the winner of the purchase by the procurement commission, the requirements for participants in such purchases and the applicable criteria for evaluating participants' applications of such a purchase.

## **9. PROCEDURE FOR CONCLUSION AND EXECUTION OF CONTRACTS**

### **9.1. Conclusion of a contract**

9.1.1. The procedure for concluding and executing an agreement is regulated by the Civil Code of the Russian Federation, other regulatory legal acts of the Russian Federation, internal documents of the Customer, taking into account the provisions of this subsection.

9.1.2. The procedures carried out in connection with the conclusion of the

contract include:

9.1.2.1. Preparation of a draft contract for signing by the Customer and the procurement participant recognized as the winner (the only procurement participant with whom it is planned to conclude an agreement). The draft agreement for signing is prepared by the Customer on the basis of the draft agreement, which is an integral part of the notice of procurement and (or) procurement documentation, and the application of the procurement winner (the sole procurement participant), and also taking into account the provisions determined during the pre-contract negotiations (if they were held). In case of discrepancies, the documents are used in compliance with the following hierarchy: the results of pre-contract negotiations, the notice of the procurement and (or) documentation of the procurement, the application of the winner (the only procurement participant with whom it is planned to conclude an agreement). The country of origin of the delivered goods is specified in the contract on the basis of information contained in the application for participation in the procurement submitted by the procurement participant with whom the contract is concluded;

9.1.2.2. Signing a contract. The procedure and terms for sending the contract by the customer to the supplier (performer, contractor), as well as providing the contract signed by the supplier (performer, contractor) to the Customer are specified in the procurement notice and/or procurement documentation (at the same time, the term of the contract signature by the supplier (contractor, performer) may not be less than 3 (three) working days);

9.1.2.3. Control over the fulfillment of all conditions for the entry into force of the contract.

9.1.3. The contract on the results of the purchase is concluded in the following terms:

a) a contract on the results of competitive procurement shall be concluded no earlier than 10 (ten) days and no later than 20 (twenty) days from the date of placement in the UIS of the final minutes drawn up based on the results of competitive procurement. If it is necessary for the Customer's governing body to approve a contract in accordance with the legislation of the Russian Federation, or if there is an appeal to the anti-monopoly body or in court regarding actions (non-actions) of the Customer, the Procurement Commission, and the electronic platform operator, the contract shall be concluded within the terms established by law.

b) a contract based on the results of non-competitive procurement is concluded in terms not contradicting the norms of the current legislation, while the maximum term for concluding the contract on the results of these purchases can be set by the Customer's organizational documents, but it cannot be more than 20 (twenty) working days. If it is necessary for the Customer's governing body to approve a contract in accordance with the legislation of the Russian Federation, or if there is an appeal to the anti-monopoly body or in court regarding actions (non-actions) of the Customer, the Procurement Commission, and the electronic platform operator, the contract shall be concluded no later than 20 (twenty) working days from the moment of adoption of the relevant decision (approval, decision on a complaint, a claim);

c) a contract based on the results of a non-competitive procurement, in which only small and medium-sized businesses can be participants, is concluded within a period not exceeding 20 (twenty) days. If it is necessary for the Customer's management body to approve the conclusion of an agreement in accordance with the legislation of the Russian Federation, or in the event of an appeal in the antimonopoly body or in court of actions (inaction) of the Customer, the Purchasing Commission, the operator of the electronic site, the agreement must be concluded no later than 20 (twenty) days from the date of the relevant decision (approval, decision on the complaint, claim).

9.1.4. If in the notice of procurement and (or) the documentation on competitive procurement the obligation is stipulated to provide security for the contract, such security should be provided within the timeframe and in the manner specified in the notice of procurement and (or) the procurement documentation.

9.1.5. The bid security is not returned to the bidder if the bidder who is to sign the contract did not provide the Customer within the timeframe specified in the notice of purchase and (or) the procurement documentation with the contract signed by him, or refused to enter into the contract, or did not provide enforcement of the contract (in case of necessity to provide it before the conclusion of the contract), or presented counter claims under the terms of the contract, which contradict those previously established in the procurement documentation.

9.1.6. If, in accordance with clause 8.1.6.16 of this Standard, the contract is concluded with the procurement participant in connection with the recognition of the winner of the procurement as evading the conclusion of the contract, the term for signing such an agreement will be similar to the period provided for in clause 9.1.3 of this Standard.

9.1.7. If a participant evades a contract, the Customer sends information about such a participant to the register of unscrupulous suppliers in the manner prescribed by applicable law.

9.1.8. The procedure for concluding a contract and monitoring its execution is determined by the organizational and administrative documents of the Customer.

9.1.9. The procurement documentation may also stipulate the right of the Customer to conclude several contracts based on the results of the procurement, including within one lot.

9.1.10. As a result of the purchase, the contract can be concluded at a price expressed in foreign currency with terms of currency conversion at the rate of the Central Bank of the Russian Federation on the date of payment, or in Russian rubles with currency conversion at the rate of the Central Bank of the Russian Federation on the date of conclusion of the contract, if the corresponding requirements were specified in the procurement documentation and in the application of the procurement participant the prices are expressed in foreign currency.

9.1.11. Conclusion of long-term contracts with the Russian supplier under guaranteed volumes of deliveries of future periods of equipment, currently having no analogues in the Russian Federation is possible if there are special investment contracts for the development of manufacture of this product in the Russian Federation or if there is no conclusion of the Ministry of Industry and Trade of the

Russian Federation Russian Federation of manufacture of analogues of this product in the case of setting up its production in the Russian Federation without the conclusion of a special investment contract.

## **9.2. Execution of the contract**

9.2.1. The contract is executed in accordance with the conditions determined by the legislation of the Russian Federation, and the contract itself, including changes made to it.

9.2.2. When the contract is executed upon the Customer's agreement with the supplier (performer, contractor) it is allowed to deliver (use) the product, the quality, technical and functional characteristics (consumer properties) of which are improved compared to such quality and such characteristics of the goods specified in the contract.

9.2.3. Termination of the contract is allowed on the grounds and in the manner prescribed by civil law and the contract.

9.2.4. When executing a contract, a supplier (performer, contractor) shall not be changed, except for the case when a new supplier (performer, contractor) is the legal successor of the supplier (performer, contractor) under such an agreement as a result of reorganization of a legal entity in the form of conversion, merger or acquisition, or when it is directly established by current legislation that a change in the supplier (performer, contractor) in the performance of the contract is not a ground for termination of the contract.

9.2.5. If the contract is terminated by a court decision (or in the event of a unilateral refusal to fulfill the contract by the Customer, in respect of which political or economic sanctions have been imposed by foreign states that commit unfriendly actions against the Russian Federation, citizens of the Russian Federation or Russian legal entities and (or) in respect of which foreign states, state associations and (or) unions and (or) state (interstate) institutions of foreign states or state associations and (or) unions introduced restrictive measures) due to a significant violation by the supplier (performer, contractor) of the terms of the contract, the Customer sends information about such a participant (supplier (performer, contractor)) to the register of unfair suppliers in the manner prescribed by applicable law.

9.2.6. The maximum payment term for the goods delivered (work performed, services rendered) under the contract (a separate stage of the contract) concluded as a result of the procurement with the small and medium-sized business entity (including the procurement carried out in accordance with clause 5.4.2 a) of this Standard), should be no more than 7 (seven) business days from the date of acceptance of the delivered goods, work performed (its results), services rendered under the contract (a separate stage of the contract).

9.2.7. The term for payment by the Customer for the delivered goods, performed work (its results), rendered services should be no more than 30 (thirty) working days from the date of acceptance of the delivered goods, performed work (its results), rendered services. At the time of acceptance of the delivered goods, work performed (its results), services rendered, the counterparty must duly fulfill other obligations stipulated by the contract necessary to pay for the delivered goods,

work performed (its results), services rendered, including the provision of documents, specified in the contract, in compliance with the procedure and form of settlements provided for in the contract, except for cases where a different payment period is not established by the legislation of the Russian Federation, the Government of the Russian Federation in order to ensure the defense capability and security of the state, and also taking into account the provisions of subclauses 9.2.7.1-9.2.7.4 of this Standard.

9.2.7.1 The payment term specified in paragraph 9.2.7 of this Standard applies if the purchased goods, work performed, services rendered are included in the following sections of the All-Russian Classifier of Products by Type of Economic Activity (OK 034-2014 (KPES 2008)), approved by Order of Rosstandart dated 31 January 2014 No. 14-st (as amended):

- Section A "Products of agriculture, forestry and fisheries" (in part of class 02 "Products of forestry, logging and related services");
- Section B "Products of mining industries";
- Section C "Manufacturing products";
- Section D "Electricity, gas, steam and air conditioning";
- Section E "Water supply; water disposal, services for removal and reclamation of waste";
- Section F "Constructions and construction works";
- Section G "Services for wholesale and retail trade; services for the repair of motor vehicles and motorcycles";
- Section H "Transport and warehousing services";
- Section I "Hotel and catering services";
- Section J "Services in the field of information and communication";
- Section K "Financial and insurance services";
- Section L "Services related to real estate";
- Section M "Services related to scientific, engineering and professional activities";
- Section N "Administrative and auxiliary services";
- Section O "Services in the field of public administration and military security; compulsory social security services";
- Section P "Educational services";
- Section Q "Health and social services";
- Section R "Arts, entertainment, recreation and sports services" (in terms of classes 90 "Creative, arts and entertainment services" and 93 "Services related to sports and entertainment and recreation services")
- Section S "Services of public organizations; other services for the population".

9.2.7.2. If the contract provides that the Customer's obligation to pay for the delivered goods, work performed (its results), services rendered, the list of which is specified in subclause 9.2.7.1 of this Standard, is made dependent on the fulfillment by the counterparty of other obligations (including, but not limited to the provision of security for the performance of the contract, the provision of documents specified in the contract, guarantee obligations (guarantee retention, security deposit), etc.),

the payment period should be no more than 30 working days from the date of fulfillment by the counterparty of such obligations (conditions for payment) provided for in the contract.

9.2.7.3. In the event that the parties use the factoring mechanism (including agency factoring) in settlements under the contract, the settlement terms are set taking into account the terms of the contracts with the financial intermediary (factor), but not more than 365 calendar days;

9.2.7.4. In case of violation by the counterparty of the deadlines for submission of documents specified in the contract, the payment period increases in proportion to the delay in submission of documents, taking into account the provisions of subclauses 9.2.7.2., 9.2.7.3 of this Standard.».

9.2.8. In accordance with the decision of the Central purchasing authority of the Customer, for the list of goods, works, services specified in paragraph 9.2.7 of this Standard, other payment terms may be established, not exceeding 30 (thirty) business days from the date of acceptance of the delivered goods, work performed (its results), service rendered (at the time of acceptance of the delivered goods, work performed (its results), services rendered. The counterparty must properly fulfill other obligations stipulated by the contract necessary to pay for the goods delivered, work performed (its results), services rendered, including the provision of the documents specified in the contract, in compliance with the procedure and form of settlements provided for in the contract, except for cases when a different payment term is established by the legislation of the Russian Federation, the Government of the Russian Federation in order to ensure the defense capability and security of the state.».

9.2.9. Upon execution of contracts for supply of goods (performance of works, provision of services) concluded with SMEs, based on the results of the procurement, the supplier (performer, contractor) has the right to assign the right of claim (factoring) to another person (financial agent, factor). If the Customer adopts additional documents regulating the assignment of the right of claim (factoring), such documents must comply with this Standard and must be posted on the Customer's website in the Procurement section in the appropriate subsection providing for the placement of documents regulating the Customer's procurement activities.

9.2.10. In the performance of the contract concluded with the procurement participant, which is given the priority in accordance with Resolution of the Government of the Russian Federation of 16 September 2016 No. 925, the country of origin of goods is not allowed to be replaced, unless as a result of such a replacement, Russian goods are supplied instead of foreign goods, while the quality, technical and functional characteristics (consumer properties) of such goods must not yield to the quality and relevant technical and functional characteristics of the goods specified in the contract.

9.2.11. When conducting purchases using the procurement method with limited participation, in order to ensure the minimum share of purchases of goods of Russian origin (including goods supplied during the execution of purchased works, rendering of purchased services), the number (s) of the register entry must be

included in the contracts concluded following the results of such purchases (registry entries) proposed (proposed) for the delivery of goods (goods) by the procurement participant. In the execution of such contracts, the replacement of goods (goods) contained (contained) in one of the registers provided for by Decree of the Government of the Russian Federation dated 03 December 2020 No. 2013 "On the minimum share of purchases of goods of Russian origin", for goods (goods) not contained (not contained) in such registers is not allowed.

### **9.3. Features of conclusion and execution of certain types of contracts**

9.3.1. When purchasing goods, works, services in order to create a work of architecture, town planning or garden and park art and (or) develop on its basis project documentation of capital construction projects, the contract shall contain the conditions according to which:

a) the exclusive right to use a work of architecture, town planning or landscape art created during the execution of such a contract by developing design documentation for a capital construction project based on the work, as well as by implementing a work of architecture, city planning or landscape art, belongs to the Customer;

b) the Customer has the right to reuse the project documentation of a capital construction project developed on the basis of a work of architecture, town planning or landscape art, without the consent of the author of the work of architecture, city planning or landscape art.

9.3.2. The author of a work of architecture, town planning or garden and park art is not entitled to demand from the Customer the design documentation specified in clause 9.3.1 b) of this Standard, to give him the right to enter into an agreement to develop such design documentation without using competitive methods for identifying suppliers (contractors, performers).

9.3.3. The contract, the subject of which is the preparation of design documentation and (or) the performance of engineering surveys, must contain a condition according to which, from the date of acceptance of the results of the design and (or) survey work under such a contract, exclusive rights to the results of the completed design and (or) survey work belong to Customers on behalf of whom the contract is concluded.

9.3.4. The result of the work performed under the contract, the subject of which, in accordance with the legislation of the Russian Federation on urban planning, is the preparation of project documentation and (or) the performance of engineering surveys, are project documentation and (or) a document containing the results of engineering surveys. If, in accordance with the Town Planning Code of the Russian Federation, an examination of project documentation and (or) engineering survey results is mandatory, the project documentation and (or) document containing the results of engineering surveys are recognized as the result of completed design and (or) exploration work on such a contract if there is a positive conclusion of the expertise of the project documentation and (or) the results of engineering surveys.

9.3.5. The result of the work performed under the contract, the subject of which is the construction, reconstruction of a capital construction facility, is the constructed, reconstructed capital construction facility, in respect of which the conclusion of the federal executive authority, the executive authority of the constituent entity of the Russian Federation authorized to carry out state construction supervision, on compliance of the constructed, reconstructed capital construction facility to the requirements of project documentation and the conclusion of the federal executive body authorized to exercise federal state environmental supervision, in the cases provided for by Part 5 of Article 54 of the Town Planning Code of the Russian Federation.

9.3.6. The subject of the contract may be the preparation of project documentation and (or) the performance of engineering surveys, the performance of construction, reconstruction and (or) major repairs of a capital construction facility. If the project documentation of the capital construction facility provides for the equipment necessary to ensure the operation of such a facility, the subject of the contract, along with the preparation of project documentation and (or) the performance of engineering surveys, the performance of construction, reconstruction and (or) overhaul of the capital construction facility, may be the supply of this equipment.

9.3.7. If the project documentation of the capital construction facility provides for equipment necessary to ensure the operation of such a facility, the subject of the contract, along with the performance of construction, reconstruction and (or) major repairs of the capital construction facility, may be the supply of this equipment.

## **10. SETTLEMENT OF DISAGREEMENTS RELATED WITH PROCUREMENT**

10.1. Appeals (complaints) of the procurement participants may be sent to the persons who made the purchase (to the relevant Procurement Commission). The Customer may designate a collegial body to review complaints from procurement participants. In this case, information on the procedure for filing complaints and the rules for their consideration should be posted on the official website of the Customer.

10.2. A procurement participant has the right to appeal to the antimonopoly body on the action (inaction) of the Customer in the procurement of goods, works, services in cases stipulated by the current legislation.

10.3. A procurement participant shall have the right to appeal against action (inaction) of the Customer during the procurement of goods, works, and services by judicial procedure in arbitration courts of the judicial system of the Russian Federation.

10.4. The rules of this Standard cannot be considered as any limitation of the right to apply by procurement participants or suppliers (performers, contractors) to court.

## **11. CERTIFICATION OF PRODUCTS, REQUIREMENTS FOR PURCHASED EQUIPMENT, TECHNOLOGIES AND MATERIALS**

11.1. Confirmation of conformity (certification) is carried out in order to certify the conformity of products, processes of production, operation, transportation, storage and disposal, works, services or other objects to technical regulations in accordance with the legislation of the Russian Federation on technical regulation, as well as the requirements of documents developed and applied in the national standardization system adopted in accordance with the legislation of the Russian Federation on standardization.

11.2. Mandatory confirmation of compliance with safety requirements is carried out by certification bodies accredited in the GOST R system according to the rules and in the manner established by the current legislation on technical regulation.

11.3. Voluntary confirmation of goods quality indicators, quality and safety indicators of works and services, as well as competence and reliability of potential counterparties offering their works and services, is performed in voluntary certification systems registered according to the rules and procedures established by current legislation on standardization.

11.4. The fact that the procurement participant has certificates of the voluntary certification system may be considered by the Procurement Commissions as one of the evaluation criteria that increase the preference of the proposals of this procurement participant.

11.5. Organizational and administrative documents of PJSC Rosseti can establish requirements for the purchased equipment, technologies and materials subject to compliance with current legislation, which must necessarily be posted on the website of the Customer.

## **12. SPECIAL PROVISIONS**

12.1. In 2020, no penalties are applied due to violation by the supplier (contractor, performer) of the obligations stipulated by the contract in connection with the spread of a new coronavirus infection.

12.2. In 2020, it is possible to change the term of the contract and (or) the price of the contract and (or) the unit price of the goods, work, services, if during its execution in connection with the spread of a new coronavirus infection circumstances arise independent of the parties to the contract that entail the impossibility of its execution.

12.3. After the time specified in clauses 12.1 –12.2 of this Standard has expired, Customers are required to be guided by the procedure for concluding and executing the contract established by the Civil Code of the Russian Federation, other regulatory legal acts of the Russian Federation, internal documents of the Customer, as well as the norms of section 9 of this Standard.

## **13. APPENDICES TO THE STANDARD**

13.1. Appendix 1. Glossary

13.2. Appendix 2. Typical requirements for procurement participants, criteria and methods for evaluating bids of procurement participants

13.3. Appendix 3. Regulations for the conduct of centralized (joint) procurement

13.4. Appendix 4. Anti-Corruption Procurement Standard

13.5. Appendix 5. The list of interdependent persons of the Customers, the procurement of whose goods, works, services is not regulated by Law 223-FZ

13.6. Appendix 6. Procedure for determining and substantiating the initial (maximum) contract price