

April 5, 2013

No. 44-FZ

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**RUSSIAN FEDERATION**  
**FEDERAL LAW**  
**ON THE CONTRACT SYSTEM**  
**IN STATE AND MUNICIPAL PROCUREMENT OF GOODS, WORKS AND SERVICES**

Adopted  
by the State Duma  
March 22, 2013

Approved  
by the Federation Council  
March 27, 2013

(as rev. of the Federal [Law](#) of 02.07.2013 No. 188-FZ)

**Chapter 1. GENERAL PROVISIONS**

**Article 1. Scope of the present Federal Law**

1. The present Federal Law governs relations aimed at ensuring state and municipal needs for increase of efficiency, productivity of procurements of goods, works, services, ensuring publicity and transparency of these procurements, prevention of corruption and other abuses in the field of these procurements concerning:

- 1) Planning of procurements of goods, works and services;
- 2) Determination of Suppliers (Contractors, Performers);
- 3) Conclusion of the civil-law contract which subject are goods delivery, work performance, rendering service (including acquisition of real estate or property rent), on behalf of the Russian Federation, the subject of the Russian Federation or the municipality, as well as the budgetary institution or other legal entity according to [Parts 1, 4 and 5 of Article 15](#) of the present Federal Law (further - the contract);
- 4) Features of contracts execution;
- 5) Monitoring of procurements of goods, works and services;
- 6) Audit in the field of procurements of goods, works and services;
- 7) Control of observance of the legislation of the Russian Federation and other regulations of the contract system in the field of procurements of goods, works and services for ensuring state and municipal needs (further - control in the field of procurements).

2. The present Federal Law isn't applied to relations connected with:

- 1) Rendering services by the international financial organizations created according to international treaties, which participant the Russian Federation is, as well as the international financial organizations with which the Russian Federation has concluded the international treaties;
- 2) Procurement of goods, works and services for safety of persons which are subject to the state protection according to the Federal [Law](#) of August 20, 2004 No. 119-FZ "On the state protection of victims, witnesses and other participants of criminal proceedings" and the Federal [Law](#) of April 20, 1995

No. 45-FZ “On the state protection of judges, law machinery and regulatory bodies officials”.

3. Features of relations regulation specified in [Part 1](#) of this Article can be established by the Federal [Law](#) of December 29, 2012 No. 275-FZ “On the state defense order” in cases provided by the present Federal Law.

Article 2. The legislation of the Russian Federation and other regulations on contract system in the field of procurements of goods, works and services for ensuring state and municipal needs.

1. The legislation of the Russian Federation on contract system in the field of procurements of goods, works and services for ensuring state and municipal needs (further – the legislation of the Russian Federation on contract system in the field of procurements) is based on provisions of the [Constitution](#) of the Russian Federation, the Civil [Code](#) of the Russian Federation, the Budget [Code](#) of the Russian Federation and consists of the present Federal Law and other federal laws governing the relations specified in [Part 1 of Article 1](#) of the present Federal Law. The rules of law containing in other Federal Laws and governing the specified relations have to correspond to the present Federal Law.

2. In cases provided by the legislation of the Russian Federation on contract system in the field of procurements, the President of the Russian Federation, the Government of the Russian Federation, the federal executive authorities, the State Atomic Energy Corporation Rosatom have the right to adopt regulations governing the relations specified in [Part 1 of Article 1](#) of the present Federal Law (further - regulations on contract system in the field of procurements).

3. Public authorities of the subjects of the Russian Federation, the local government authorities according to its competence in cases provided by the legislation of the Russian Federation on contract system in the field of procurements adopt legal acts governing relations specified in [Part 1 of Article 1](#) of the present Federal Law. These legal acts have to correspond to regulations specified in [Parts 1 and 2](#) of this Article.

4. If the international treaty of the Russian Federation established other rules than provided by the present Federal Law, the rules of the international treaty are applied.

Article 3. Basic definitions used in the present Federal Law.

For purposes of the present Federal Law the following basic definitions are used:

1) The contract system in the field of procurements of goods, works and services for ensuring state and municipal needs (further - contract system in the field of procurements) - set of participants of contract system in the field of procurements (the federal executive authority on regulation of the contract system in the field of procurements, the executive authorities of the subjects of the Russian Federation on regulation of the contract system in the field of procurements, other federal executive authorities, the public authorities of the subjects of the Russian Federation, the local government authorities authorized on implementation of normative legal regulation and control in the field of procurements, the State Atomic Energy Corporation Rosatom, the customers, the procurement participants, including recognized by Suppliers (Contractors, Performers), the authorized bodies, the authorized institutions, the specialized organizations, the operators of an electronic sites) and actions carried out by them, including using the unified information system in the field of procurements (except for cases if the use of such the unified information system isn't provided by the present Federal Law) according to the legislation of the Russian Federation and other regulations on the contract system in the field of procurements, and aimed at ensuring state and municipal needs;

2) Determination of Supplier (Contractor, Performer) - set of actions which are carried out by Customers in the order established by the present Federal Law beginning with placement of the notice of procurement of good, work and service for ensuring state needs (federal needs, needs of the subject of the Russian Federation) or municipal needs, or in cases established by the present Federal Law beginning with direction of the invitation to take part in determination of Supplier (Contractor, Performer) and finishing with the contract conclusion;

3) Procurement of good, work and service for ensuring state or municipal needs (further – the procurement) - set of actions carried out by a Customer in accordance with the present Federal Law and aimed at ensuring state or municipal needs. Procurement begins with definition of the Supplier (Contractor, Performer) and finishes with performance of obligations by the contract parties. If in accordance with the present Federal Law placement of the notice of procurement or the direction of the invitation to participate in determination of Supplier (Contractor, Performer) isn't provided, the procurement begins with the contract conclusion and finishes with performance of obligations by the contract parties;

4) The procurement participant - any legal entity irrespective of its organizational and legal form, form of ownership, location and place of capital origin or any natural person including registered as individual entrepreneur;

5) A state Customer - government body (including public authority), the State Atomic Energy Corporation Rosatom, governing body of the state non-budgetary fund or state public institution acting on behalf of the Russian Federation or the subject of the Russian Federation, authorized to accept budget commitments according to the budget legislation of the Russian Federation on behalf of the Russian Federation or the subject of the Russian Federation and carrying out procurements;  
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6) A municipal Customer - municipal authority or municipal public institution acting on behalf of the municipality, authorized to accept budget commitments according to the budget legislation of the Russian Federation on behalf of municipality and carrying out procurements;

7) A Customer - a state or municipal Customer or according to [Part 1 of Article 15](#) of the present Federal Law the budgetary institution carrying out procurements;

8) The state contract, the municipal contract - the contract signed on behalf of the Russian Federation, the subject of the Russian Federation (state contract), municipality (municipal contract) by state or municipal Customer for ensuring respectively state needs, municipal needs;

9) The unified information system in the field of procurements (further – the unified information system) - set of information specified in [Part 3 of Article 4](#) of the present Federal Law and contained in databases, the information technologies and technical means providing formation, processing, storage of such information, as well as its provision using the official website of the unified information system in the information and telecommunication network Internet (further – the official website);

10) The authorized body, the authorized institution - government body, municipal body, public institution to which the powers provided by [Article 26](#) of the present Federal Law are assigned;

11) The specialized organization - the legal entity attracted by a Customer according to [Article 40](#) of the present Federal Law;

12) The federal executive authority on regulation of the contract system in the field of procurements - federal executive authority authorized on implementation of functions on development of state policy and legal regulation in the field of procurements;

13) The control authority in the field of procurements - federal executive authority, executive authority of the subject of the Russian Federation, local government authority of the municipal area, local government authority of the city district, authorized on control in the field of procurements, as well as federal executive authority authorized on implementation of functions on control (supervision) in the field of the state defense order and in the field of procurements of goods, works and services for ensuring federal needs which don't belong to the state defense order and information about which is the state secret (further – the control authority in the field of the state defense order);

14) The executive authority of the subject of the Russian Federation on regulation of the contract system in the field of procurements - executive authority of the subject of the Russian Federation authorized on implementation of functions on providing (in interaction with the federal executive authority on regulation of the contract system in the field of procurements) realization of state policy in the field of procurements for ensuring needs of the subject of the Russian Federation, organization of procurements monitoring for ensuring needs of the subject of the Russian Federation, as well as on methodological support of activity of customers who are carrying out procurements for ensuring needs of the subject of the Russian Federation;

15) The expert, the expert organization - natural person possessing special knowledge, experience, qualification in the field of science, equipment, art or craft, including individual entrepreneur or legal entity (workers of legal entity have to possess special knowledge, experience, qualification in the field of science, equipment, arts or crafts) who carry out activities on the basis of the contract for study and evaluation of the expertise subject, as well as for preparation of expert opinions on questions put by customer, participant of procurement in cases provided by the present Federal Law.

#### Article 4. Information support of the contract system in the field of procurements

1. For information support of contract system in the field of procurements the unified information system is created and conducted, and its interaction with other information systems according to [Part 2](#) of this Article provides:

1) Formation, processing, storage and provision of data (including automated) to participants of the contract system in the field of procurements within the relations specified in [Part 1 of Article 1](#) of the present Federal Law;

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Paragraph 2 of Part 1 of Article 4 comes into force since January 1, 2016 ([Article 114](#) of this document).

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2) Compliance control of:

a) The information on the financial support volume that is included in plans of procurements, the information on the financial support volume for procurements approved and brought to the attention of a Customer;

b) The information included in plans-schedules of procurements (further also – the plans-schedules), the information containing in plans of procurements;

c) The information containing in notices of procurements, in procurements documentation, the information containing in plans-schedules;

d) The information containing in the protocols of determination of Suppliers (Contractors, Performers), the information containing in procurements documentation;

e) The conditions of the draft contract directed in electronic form to the procurement participant with whom the contract is concluded, the information containing in the protocol of determination of Supplier (Contractor, Performer);

f) The information on the contract included in the register of contracts concluded by Customers, the information on terms of the contract;

3) The use of the enhanced encrypted non-certified digital signature (further – the enhanced digital signature) for signing of electronic documents provided by the present Federal Law;

4) The filing of applications for participation in determination of Supplier (Contractor, Performer) in electronic form, as well as opening of access to such applications in day and at the time specified in the notice of procurement. Thus participants of procurements must have opportunity to receive information on opening of the specified access in real time.

2. Functioning procedure of the unified information system, the requirements to technological and linguistic means of the unified information system, including requirements to ensuring automation of collecting processes, the information processing in the unified information system, the information interaction of the unified information system with other information systems, including in the field of state and municipal finances management are established by the Government of the Russian Federation.

3. The unified information system contains:

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Paragraphs 1-3 of Part 3 of Article 4 come into force since January 1, 2016 ([Article 114](#) of this document).

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- 1) Procurement plans;
- 2) Plans-schedules;
- 3) Information on implementation of plans of procurements and plans-schedules;
- 4) The information on conditions, prohibitions and restrictions of the admission of goods coming from foreign state or group of foreign states, works, services performed respectively, rendered by foreign persons, list of foreign states, groups of foreign states with which the Russian Federation has concluded international treaties on mutual application of national treatment at implementation of procurements, as well as conditions of application of such national treatment;
- 5) The information on procurements provided by the present Federal Law, on contracts execution;
- 6) The register of contracts concluded by Customers;
- 7) The register of unfair Suppliers (Contractors, Performers);
- 8) The library of standard contracts, of standard terms and conditions of contracts;
- 9) The register of bank guarantees;
- 10) The register of complaints, of scheduled and unscheduled inspections, their results and prescriptions;
- 11) The list of international financial organizations created according to international treaties, which participant the Russian Federation is, as well as the international financial organizations with which the Russian Federation has concluded international treaties;
- 12) The results of monitoring of procurements, audit in the field of procurements, as well as control in the field of procurements;
- 13) The reports of customers provided by the present Federal Law;
- 14) The catalogs of goods, works and services for ensuring state and municipal needs;
- 15) The regulations governing the relations specified in [Part 1 of Article 1](#) of the present Federal Law;

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Paragraph 16 of Part 3 of Article 4 comes into force since January 1, 2015 ([Article 114](#) of this document).

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- 16) The information on prices in the commodity markets of goods, works and services bought for ensuring state and municipal needs, as well as on prices requests of goods, works and services placed by Customers according to [Part 5 of Article 22](#) of the present Federal Law;
- 17) Other information and documents which placement in the unified information system provided by the present Federal Law, by the Federal [Law](#) of July 18, 2011 No. 223-FZ "On procurements of goods, works and services by separate types of legal entities" and by other regulations adopted according to them.
  4. Information containing in the unified information system is public and it is provided gratuitously. Data which are the state secret are not placed in the unified information system.
  5. Information containing in the unified information system is published on the official website.
  6. The Government of the Russian Federation determines one or several federal executive authorities carrying out functions of development of functional requirements to unified information system, of creation, development, management and maintenance of unified information system, of establishment of registration procedure in the unified information system and using procedure of unified information system.
  7. Subjects of the Russian Federation and municipalities have the right to create regional and municipal information systems in the field of procurements integrated with the unified information system.
  8. Unified [requirements](#) to regional and municipal information systems in the field of procurements are established by the Government of the Russian Federation.

9. Functioning and using procedures of regional and municipal information systems in the field of procurements are established by acts of highest executive bodies of state authority of subjects of the Russian Federation, of local administrations respectively.

10. Integration of information systems specified in [Part 7](#) of this Article with the unified information system is achieved by means of:

1) Information interaction of specified systems with the unified information system providing the guaranteed transfer to the unified information system and placement in it of electronic documents and information provided by the present Federal Law. If formation of such electronic documents and information is carried out in regional and municipal information systems in the field of procurements, calculation of placement terms of such electronic documents and information provided by the present Federal Law in the unified information system starts with fixing of time of receipt of such electronic documents and information in the unified information system;

2) Using the specified information systems databases of the unified information system;

3) Establishment of unified technological and linguistic requirements to information which processing is carried out in specified systems;

4) Placement of information on procurements on the official website.

11. It is not allowed to create the information systems in the field of procurements which haven't been integrated with the unified information system, except for the case provided by [Part 24 of Article 112](#) of the present Federal Law.

12. If information provided by [paragraphs 1 – 15 of Part 3](#) of this Article and placed in the unified information system doesn't correspond to information placed in other information systems in the field of procurements, the information placed in the unified information system has priority.

Article 5. Organization of electronic document flow in the contract system in the field of procurement

1. In accordance with [Part 1 of Article 1](#) of the present Federal Law, it is allowed to exchange electronic documents provided by the present Federal Law, between the parties of the contract system in the field of procurement, including the filing of applications for participation in determination of Supplier (Contractor, Performer), and final proposals. Therewith, the above applications, the final proposals and documents must be signed with an enhanced electronic signature and submitted using the unified information system.

2. Keys of enhanced electronic signatures and certificates for verification keys of electronic signatures intended for use for the purposes of this Federal Law must be created and issued by certifying centers accredited for compliance with requirements of the Federal [Law](#) dated April 6, 2011 N 63-FZ "On electronic signature", or in cases provided for by international treaties of the Russian Federation, certifying centers established under the Law of a foreign state..

3. Federal executive authority on regulation of the contract system in the procurement field in coordination with the federal executive body responsible for drafting and implementing national policy and legal regulation in the field of information technologies, the federal executive body authorized to exercise control in the procurement field shall establish the procedure for the use of enhanced electronic signatures in the unified information system and on electronic sites, the procedure for interaction of certifying centers with the unified information system and electronic sites, liability of these certifying centers, as well as together with the federal executive authority in the field of safety provision shall establish requirements for verification keys of an electronic signature and keys of an enhanced electronic signature used in the unified information system and on electronic sites, including taking into account the obligations imposed by international treaties of the Russian Federation.

Article 6. Principles of the contract system in the field of procurements

The contract system in the field of procurements is based on the principles of openness, transparency of information on contract system in the field of procurements, ensuring competition, customers professionalism, innovations stimulations, unity of contract system in the field of procurements, responsibility for productivity of ensuring state and municipal needs, efficiency of

implementation of procurements.

#### Article 7. Principles of openness and transparency

1. In the Russian Federation free and gratuitous access to the information on the contract system in the field of procurements is provided.

2. Openness and transparency of the information specified in [Part 1](#) of this Article are provided in particular by its placement in the unified information system.

3. The information provided by the present Federal Law and placed in the unified information system has to be full and reliable.

#### Article 8. Principle of competition

1. The contract system in the field of procurements is directed on creation of the equal conditions for ensuring competition between procurement participants. Any interested person has opportunity according to the legislation of the Russian Federation and other regulations on the contract system in the field of procurements to become a Supplier (Contractor, Performer).

2. Competition at implementation of procurements has to be based on observance of the principle of fair price and non-price competition between procurement participants for identification of the best conditions of goods deliveries, works performance, rendering services. To Customers, specialized organizations, their officials, procurement commissions, members of such commissions, procurement participants is forbidden to make any actions which contradict the requirements of the present Federal Law, as well as lead to competition restriction, in particular to unreasonable restriction of number of procurement participants.

#### Article 9. Principle of professionalism of a Customer

1. The contract system in the field of procurements provides implementation of activities of a Customer, specialized organization and control authority in the field of procurements on professional basis with involvement of qualified experts with theoretical knowledge and skills in the field of procurements.

2. Customers, specialized organizations take measures for maintenance and increase of skill level and professional education of the officials involved in the field of procurements, including through development of competence or professional retraining in the field of procurements according to the legislation of the Russian Federation.

#### Article 10. Principle of innovations stimulation

The Customers during planning and implementation of procurements have to proceed from priority of ensuring state and municipal needs through procurements of innovative and high-tech products.

#### Article 11. Principle of unity of the contract system in the field of procurements

The contract system in the field of procurements is based on common principles and approaches provided by the present Federal Law and allowing to provide state and municipal needs by means of planning and implementation of procurements, their monitoring, audit in the field of procurements, as well as control in the field of procurements.

Article 12. Principle of responsibility for productivity of ensuring state and municipal needs, efficiency of procurements

1. Government bodies, governing bodies of the state non-budgetary funds, municipal bodies,



public institutions, other legal entities in cases established by the present Federal Law, during planning and implementation of procurements have to proceed from need of achievement of the set results of ensuring state and municipal needs.

2. Officials of customers are personally responsible for compliance with the requirements established by the legislation of the Russian Federation on contract system in the field of procurements and by the regulations specified in [Parts 2 and 3 of Article 2](#) of the present Federal Law.

#### Article 13. Purposes of procurements

According to the present Federal Law the Customers carry out procurements for ensuring federal needs, needs of subjects of the Russian Federation and municipal needs, namely for:

1) Goals achievement and realization of actions provided by state programs of the Russian Federation (including by federal target programs, other documents of strategic and program and target planning of the Russian Federation), state programs of subjects of the Russian Federation (including regional target programs, other documents of strategic and program and target planning of subjects of the Russian Federation), municipal programs;

2) Executions of international obligations of the Russian Federation, implementation of intergovernmental target programs which participant the Russian Federation is, except for state programs executed according to [paragraph 1](#) of this Article;

3) Performance of functions and powers of government bodies of the Russian Federation, governing bodies of the state non-budgetary funds of the Russian Federation, government bodies of subjects of the Russian Federation, governing bodies of the territorial non-budgetary funds, municipal bodies, except for functions and powers carried out according to [paragraphs 1 and 2](#) of this Article.

#### Article 14. Application of national treatment at implementation of procurements

1. At implementation by Customers of procurements the national treatment is applied to goods originating from foreign state or group of foreign states, to works and services which are performed respectively, rendered by foreign persons, on equal terms with goods of the Russian origin, works and services which are performed respectively, rendered by Russian persons, in cases and under conditions which are provided by international treaties of the Russian Federation.

2. Federal executive authority on regulation of the contract system in the field of procurements places the list of foreign states with which the Russian Federation has concluded international treaties specified in [Part 1](#) of this Article and the conditions of application of national treatment in the unified information system.

3. For protection of bases of the constitutional order, country defense support and national safety, protection of domestic market of the Russian Federation, development of national economy, support of Russian producers by the Government of the Russian Federation prohibitions on the admission of goods originating from foreign states, works and services which are performed respectively, rendered by foreign persons, and admission restrictions of specified goods, works and services for implementation of procurements are established. Determination of the country of origin of specified goods is carried out according to the [legislation](#) of the Russian Federation.

4. Federal executive authority on regulation of contract system in the field of procurements by order of the Government of the Russian Federation establishes admission conditions for implementation of procurements of goods originating from foreign state or group of foreign states, works and services which are performed respectively, rendered by foreign persons, except for goods, works and services in respect of which the Government of the Russian Federation established prohibition, restrictions according to [Part 3](#) of this Article.

5. Regulations which establish according to [Parts 3 and 4](#) of this Article the prohibition on admission of goods originating from foreign state or group of foreign states, works and services which are performed respectively, rendered by foreign persons, conditions, restrictions of admission of specified goods, works and services, are subject to obligatory publication in the [order](#) established for official publication of regulations of the Government of the Russian Federation or regulations of federal



executive authorities, and within three working days from the date of publication are subject to placement in the unified information system.

Article 15. Features of procurements which are carried out by budgetary, independent institutions, state, municipal unitary enterprises and other legal entities

1. Budgetary institutions carry out procurements at the expense of subsidies provided from budgets of the budgetary system of the Russian Federation and other means according to the requirements of the present Federal Law, except for cases provided by [Parts 2 and 3](#) of this Article.

2. In the presence of the legal act adopted by the budgetary institution according to [Part 3 of Article 2](#) of the Federal Law of July 18, 2011 No. 223-FZ "On procurements of goods, works and services by separate types of legal entities" and placed prior to the beginning of the year in the unified information system, this institution has the right to carry out procurements in the corresponding year with observance of the requirements specified the Federal [Law](#) and the legal act:

1) At the expense of grants transferred gratuitously and irrevocably by citizens and legal entities, including foreign citizens and foreign legal entities, as well as international organizations which have acquired the right for granting grants for the territories of the Russian Federation in [order](#) established by the Government of the Russian Federation, at the expense of subsidies (grants) provided on a competitive basis from the respective budgets of the budgetary system of the Russian Federation if with conditions determined by grantors didn't establish other;

2) As performer under the contract in case of attraction of other persons on the basis of the contract during execution of this contract for delivery of goods, performance of work or rendering service necessary for execution of obligations of this institution provided by the contract;

3) At the expense of means received at implementation of other gainful activities from natural persons, legal entities (except for means received on rendering and payment of medical care on obligatory medical insurance).

3. The decision adopted by the budgetary institution on implementation of procurements specified in [paragraphs 1 - 3 of Part 2](#) of this Article in order established by the present Federal Law, or according to the Federal [law](#) of July 18, 2011 No. 223-FZ "On procurements of goods, works and services by separate types of legal entities" cannot be changed in the current year.

4. When providing means from budgets of the budgetary system of the Russian Federation in accordance with the Budget [Code](#) of the Russian Federation and other regulations regulating budgetary legal relationships to independent institutions, state, municipal unitary enterprises on implementation of capital investments in objects of state, municipal ownership, on these legal entities during the planning and implementation of procurements by them at the expense of the specified means the provisions of the present Federal Law governing the relations specified in [paragraphs 1 - 3 of Part 1 of Article 1](#) of the present Federal Law extend. At the same time the provisions of the present Federal Law regulating monitoring of procurements, audit in the field of procurements and control in the field of procurements are applied in respect of such procurements.

5. When providing budgetary investments in accordance with the Budget [Code](#) of the Russian Federation to a legal entity which is not a state or municipal institution, state or municipal unitary enterprise, in the case of implementation of investment projects on construction, reconstruction and technical modernization of capital construction facilities when a legal person makes procurement using these funds this procurement becomes subject to the provisions of this Federal Law governing the activities of a Customer in the cases and within the scope defined in accordance with the budget legislation of the Russian Federation under agreements on the participation of the Russian Federation, subject of the Russian Federation, or municipal institution in the property of the investment subject.

6. In case if according to the Budget [Code](#) of the Russian Federation or other regulations regulating the budgetary legal relationships, government bodies, governing body of the state non-budgetary funds, local government authorities which are state or municipal Customers, are delegated their powers to implementation of procurements on a free-of-charge basis on the basis of contracts (agreements) to budgetary institutions, independent institutions, state, municipal unitary enterprises, then such institutions, unitary enterprises within delegated powers in the name of specified bodies carry

out procurement of goods, works, services according to provisions of the present Federal Law which regulate activities of state and municipal Customers.

## Chapter 2. PLANNING

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Article 16 comes into force since January 1, 2015 ([Article 114](#) of this document).

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### Article 16. Procurements planning

1. Procurement planning is carried out proceeding from purposes of implementation of procurements defined taking into account provisions of [Article 13](#) of the present Federal Law by means of formation, approval and maintenance of:

- 1) Procurements plans;
- 2) Plans-schedules.

2. Features of procurements planning within the state defense order are established by the Federal [Law](#) of December 29, 2012 No. 275-FZ "On the state defense order".

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Article 17 comes into force since January 1, 2015 ([Article 114](#) of this document).

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### Article 17. Procurements plans

1. Procurements plans are formed by Customers proceeding from purposes of implementation of the procurements defined taking into account provisions of [Article 13](#) of the present Federal Law, as well as taking into account the requirements established by [Article 19](#) of the present Federal Law to goods, works and services (including limit price of goods, works and services) bought by Customers and (or) taking into account standard costs on ensuring Customers functions.

2. In procurement plans are included:

- 1) Identification code of procurement defined according to [Article 23](#) of the present Federal Law;
- 2) Purpose of procurement defined taking into account provisions of [Article 13](#) of the present Federal Law;
- 3) Name of object and (or) names of objects of procurement and description of such object and (or) objects of procurement taking into account provisions of [Article 33](#) of the present Federal Law, as well as volume of procurement goods, work or service;
- 4) Volume of financial support for implementation of procurement;
- 5) Terms (frequency) of implementation of planned procurements;
- 6) Procurement justification according to [Article 18](#) of the present Federal Law;
- 7) Information on procurements of goods, works and services which because of their technical and (or) technological complexity, innovative, high-tech or specialized character only by Suppliers (Contractors, Performers) with necessary skill level are capable to deliver, execute, render, as well as which are intended for carrying out scientific researches, experiments, investigations, design works (including architectural and construction design);
- 8) Information on obligatory public discussion of procurement of goods, work or service according to [Article 20](#) of the present Federal Law.

3. The Government of the Russian Federation, highest executive bodies of state authority of subjects of the Russian Federation, local administrations can define additional information which needs to be included in procurements plans for ensuring federal needs, needs of subjects of the Russian Federation and municipal needs respectively.

4. Procurements plans are formed for the period which corresponds to period of validity of the Federal [Law](#) on the federal budget for the next financial year and planning period, Federal [Laws](#) on budgets of the state non-budgetary funds of the Russian Federation for the next financial year and planning period, the Law of the subject of the Russian Federation on budget of the subject of the Russian Federation, laws of the subject of the Russian Federation on budgets of territorial state non-

budgetary funds, municipal legal act of representative body of municipality on the local budget. Information on procurements which implementation is planned after planning period is included in procurements plans taking into account provisions of the budgetary legislation of the Russian Federation. In this case information specified in [Part 2](#) of this Article is entered in procurements plans for whole period of planned procurements taking into account the features established by order of formation, approval and maintaining procurements plans provided by [Part 5](#) of the present Article.

5. The order of formation, approval and maintaining procurements plans for ensuring federal needs, [requirements](#) to the order of formation, approval and maintaining procurements plans for ensuring needs of the subject of the Russian Federation, municipal needs are established by the Government of the Russian Federation. The order of formation, approval and maintaining procurements plans for ensuring needs of the subject of the Russian Federation, municipal needs is established by highest executive body of state authority of the subject of the Russian Federation and local administration respectively taking into account the requirements established by the Government of the Russian Federation. [Requirements](#) to form of procurements plans and order of placement of such plans in the unified information system are established by the Government of the Russian Federation.

6. Procurements plans are subject to change if necessary:

1) To bring them into accordance in connection with change of certain purposes of implementation of procurements taking into account provisions of [Article 13](#) of the present Federal Law and the requirements to goods, works and services (including limit price of goods, works and services) bought by Customers established according to [Article 19](#) of the present Federal Law and (or) standard costs on ensuring functions of government bodies, governing bodies of the state non-budgetary funds, municipal bodies;

2) To bring them into accordance with the Federal Law on modification of the Federal Law on the federal budget for the current financial year and planning period, with Federal Laws on modification of Federal Laws on budgets of the state non-budgetary funds of the Russian Federation for the current financial year and planning period, with Laws of subjects of the Russian Federation on modification of Laws of subjects of the Russian Federation on budgets of subjects of the Russian Federation for the current financial year (for the current financial year and planning period), Laws of subjects of the Russian Federation on modification of Laws on budgets of the territorial state non-budgetary funds and with municipal legal acts on modification of municipal legal acts on local budgets for the current financial year (for the current financial year and planning period);

3) To realize Federal Laws, decisions, assignments, instructions of the President of the Russian Federation, decisions, assignments of the Government of the Russian Federation, laws of subjects of the Russian Federation, decisions, assignments of the highest executive bodies of state authority of subjects of the Russian Federation, municipal legal acts which are adopted (are given) after approval of procurements plans and don't lead to change of volume of budgetary appropriations approved by the law or the decision on budget;

4) To realize the decision made by a Customer following the results of obligatory public discussion of procurement according to [Article 20](#) of the present Federal Law;

5) To use according to the legislation of the Russian Federation the economy received at implementation of procurement;

6) In other cases established by order of formation, approval and maintaining procurements plans provided by [Part 5](#) of the present Article.

7. Procurements plan is formed by state or municipal Customer according to requirements of this Article in the course of drawing up and consideration of budget estimates of the budgetary system of the Russian Federation taking into account provisions of the budgetary legislation of the Russian Federation and approved within ten working days bringing to the attention of state or municipal Customer the scope of rights in terms of money on acceptance and (or) performance of obligations according to the budgetary legislation of the Russian Federation.

8. Procurements plan is formed by budgetary institution according to requirements of this Article in the planning of financial and economic activity of budgetary institution and approved within ten working days after approval of the plan of financial and economic activity of budgetary institution.

9. Approved procurements plan is subject to placement in the unified information system within

three working days from the date of approval or change of such plan, except for the information which is a state secret.

10. Customers also have the right to publish procurements plans on their websites in the information and telecommunication network Internet (if available), as well as to publish in any printings.

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Article 18 comes into force since January 1, 2015 ([Article 114](#) of this document).

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#### Article 18. Procurements justification

1. Procurement justification is carried out by a Customer when forming plan of procurements, plan-schedule and consists in establishment of compliance of planned procurement to the procurements purposes defined taking into account provisions of [Article 13](#) of the present Federal Law (including decisions, assignments, instructions of the President of the Russian Federation, decisions, assignments of the Government of the Russian Federation, laws of subjects of the Russian Federation, decisions, assignments of the highest executive bodies of state authority of subjects of the Russian Federation, municipal legal acts), as well as to the legislation of the Russian Federation and other regulations on the contract system in the field of procurements.

2. When forming plan of procurements the object and (or) objects of procurement proceeding from need of realization of specific purpose of procurement defined taking into account provisions of [Article 13](#) of the present Federal Law, and taking into account the requirements established according to [Article 19](#) of the present Federal Law to good, work and service (including limit price of goods, works and services) bought by a Customers and (or) standard costs on ensuring functions of government bodies, governing bodies of the state non-budgetary funds, municipal bodies are subject to justification.

3. When forming plan-schedule the following aspects are subjected to justification:

1) The initial (maximum) contract price, contract price in the order established by [Article 22](#) of the present Federal Law;

2) Method of determination of Supplier (Contractor, Performer) according to [Chapter 3](#) of the present Federal Law, including additional requirements to procurement participants.

4. Assessment of validity of procurements implementation is carried out during procurements monitoring, audit in the field of procurements and control in the field of procurements according to the present Federal Law.

5. According to results of procurements monitoring, audit in the field of procurements and control in the field of procurements the concrete procurement can be recognized as unreasonable.

6. In case of recognition of planned procurement as unreasonable the control authorities specified in [paragraph 3 of Part 1 of Article 99](#) of the present Federal Law issue orders to eliminate revealed violations of the legislation of the Russian Federation and other regulations on the contract system in the field of procurements and bring to administrative responsibility of persons guilty of violations of the requirements of the present Federal Law, in the order established by the [Code](#) of Administrative Offences of the Russian Federation.

7. The order of procurements justification and form of such justification are established by the Government of the Russian Federation.

#### Article 19. Regulation in the field of procurements

1. Regulation in the field of procurements is establishment of requirements to good, work and service (including limit price of goods, works and services) bought by a Customers and (or) standard costs on ensuring functions of government bodies, governing bodies of the state non-budgetary funds, municipal bodies.

2. For purposes of this Article the requirements to goods, works and services bought by a Customer are the requirements to quantity, quality, consumer properties and other characteristics of goods, works and services, allowing to ensure state and municipal needs, but not bringing to procurements of goods, works and services which have excess consumer properties or are luxury goods according to the legislation of the Russian Federation.

3. The Government of the Russian Federation establishes common regulation rules in the field of procurements for ensuring state and municipal needs, including:

1) General requirements to the order of development and adoption of legal acts on regulation in the field of procurements, to contents of the specified acts and ensuring their execution;

2) General requirements to certain types of goods, works and services (including limit price of goods, works and services) and (or) standard costs on ensuring functions of Customers.

4. The Government of the Russian Federation, the highest executive bodies of state authority of subjects of the Russian Federation, local administrations according to common regulation rules provided by [Part 3](#) of this Article establish rules of regulation in the field of procurements of goods, works and services for ensuring federal needs, needs of subjects of the Russian Federation and municipal needs respectively (further - rules of regulation), including:

1) Requirements to the order of development and adoption of legal acts on regulation in the field of procurements, to contents of the specified acts and ensuring their execution;

2) Requirements to certain types of goods, works and services (including limit price of goods, works and services) and (or) standard costs on ensuring functions of the Customers.

5. Government bodies, governing bodies of the state non-budgetary funds, State Atomic Energy Corporation Rosatom, municipal bodies on the basis of regulation rules established according to [Part 4](#) of this Article approve the requirements to certain types of goods, works and services (including limit price of goods, works and services), bought by such bodies, their territorial bodies (divisions) and subordinated state public institutions and budgetary institutions of specified bodies, specified Corporation, as well as by independent institutions and state, municipal unitary enterprises on which provisions of the present Federal Law, as well as (or) requirements to standard costs on ensuring functions of specified bodies, specified Corporation extend.

6. Regulation rules, requirements to certain types of goods, works and services (including limit price of goods, works and services) and (or) standard costs on ensuring functions of government bodies, governing bodies of the state non-budgetary funds, municipal bodies are subject to placement in the unified information system.

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Article 20 comes into force since January 1, 2016 ([Article 114](#) of this document).

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## Article 20. Obligatory public discussion of procurements

1. The Government of the Russian Federation establishes cases of carrying out obligatory public discussion of procurements and its order. Such discussion begins with placement date in the unified information system of procurements plans containing information on procurements subject to obligatory public discussion, and comes to the end no later than the term before which expiration the determination of Supplier (Contractor, Performer) can be cancelled by Customer according to [Article 36](#) of the present Federal Law.

2. The legislation of subjects of the Russian Federation, municipal regulations in addition to cases established by the Government of the Russian Federation according to [Part 1](#) of this Article can establish other cases of carrying out obligatory public discussion of procurements for ensuring needs of subjects of the Russian Federation and municipal needs respectively, as well as the order of obligatory public discussion of procurements in such cases.

3. According to results of obligatory public discussion of procurements in accordance with [Parts 1](#) and [2](#) of this Article the changes to procurements plans, plans-schedules, documentation on procurements can be made or procurements can be cancelled.

4. Procurements which are subject to obligatory public discussion according to [Parts 1](#) and [2](#) of this Article cannot be carried out without such discussion.



## Article 21. Plans-schedules

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Parts 1- 10 of Article 21 comes into force since January 1, 2015 ([Article 114](#) of this document).

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1. Plans-schedules contain the list of procurements of goods, works and services for ensuring state and municipal needs for financial year and are the basis for implementation of procurements.
2. Plans-schedules are formed by Customers according to procurements plans.
3. The following information about each procurement is included in the plan-schedule:
  - 1) Identification code of procurement defined according to [Article 23](#) of the present Federal Law;
  - 2) Name and description of procurement object with indication of characteristics of such object taking into account provisions of [Article 33](#) of the present Federal Law, quantity of delivered goods, volume of performed work, rendered service, planned terms, frequency of goods delivery, work performance or service rendering, the initial (maximum) contract price, price of the contract concluded with a single Supplier (Contractor, Performer), procurement justification according to [Article 18](#) of the present Federal Law, advance payment (if advance payment is provided), payment stages (if execution of the contract and its payment are provided in stages);
  - 3) Additional requirements to procurement participants (in the presence of such requirements) and justification of such requirements;
  - 4) Method of determination (Contractor, Performer) and justification of choice of this method;
  - 5) Procurement start date;
  - 6) Information on the amount of security of corresponding application of procurement participant and contract performance security;
  - 7) Information on application of criterion of goods life cycle cost specified in [Part 3 of article 32](#) of the present Federal Law or the object created as a result of work performance (in case of application of the specified criterion) when determining the Supplier (Contractor, Performer);
  - 8) Information on bank contract management in cases established according to [Article 35](#) of the present Federal Law.
4. The order of formation, approval and maintaining plans-schedules of procurements for ensuring federal needs is established by the Government of the Russian Federation.
5. The order of formation, approval and maintaining plans-schedules of procurements for ensuring needs of the subject of the Russian Federation, municipal needs is established by the highest executive body of state authority of subject of the Russian Federation, local administration respectively taking into account the [requirements](#) established by the Government of the Russian Federation.
6. [Requirements](#) to form of plans-schedules and order of their placement in the unified information system are established by the Government of the Russian Federation.
7. The Government of the Russian Federation, the highest executive bodies of state authority of subjects of the Russian Federation, local administrations have the right to define the list of additional information included in plans-schedules.
8. Features of inclusion in plan-schedule of information on centralized procurements, joint competitions and joint auctions, procurements at which implementation closed methods of determination of Suppliers (Contractors, Performers) are applied, as well as on separate procurements provided by [paragraphs 3 - 5 and 7 of Part 2 of Article 83](#), [Part 1 of Article 93](#) and by [Article 111](#) of the present Federal Law, can be established by the Government of the Russian Federation.
9. In case the period of procurement established taking into account provisions of the budgetary legislation of the Russian Federation exceeds the term for which plan-schedule is approved, in plan-schedule also total amount of delivered goods, volume of performed work, rendered service for ensuring state or municipal needs and the sum necessary for their payment are included on all contract date by years following after financial year on which plan-schedule is approved.

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Parts 1-10 of Article 21 come into force since January 1, 2015 ([Article 114](#) of this document).

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10. Plan-schedule is developed annually for one year and approved by Customer within ten working days after receipt of scope of rights in terms of money on acceptance and (or) performance of obligations or approval of plan of financial and economic activity according to the legislation of the Russian Federation.

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Part 11 of Article 21 comes into force since January 1, 2016 ([Article 114](#) of this document).

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11. Customers carry out procurements according to the information included in plans-schedules in accordance with [Part 3](#) of the present Article. Procurements which haven't been provided by plans-schedules, cannot be carried out.

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Parts 12-15 of Article 21 come into force since January 1, 2015 ([Article 114](#) of this document).

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12. Placement in the unified information system of notices of procurement, procurement documentation, direction of invitations to take part in determination of Supplier (Contractor, Performer) closed way isn't allowed if such notices, documentation, invitations contain information not corresponding to information specified in plans-schedules.

13. Plan-schedule is subject to change by a Customer in case of modification of procurements plan, as well as in the following cases:

- 1) Increase or reduction of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer);
- 2) Change prior to procurement of contract date, payment order or size of advance payment;
- 3) Change of start date of procurement and (or) method of determination of Supplier (Contractor, Performer), cancellation by Customer of procurement provided by plan-schedule;
- 4) Implementation of the decision taken by a Customer according to the results of obligatory public discussion of procurements carried out according to [Article 20](#) of the present Federal Law and not requiring changes to procurements plan;
- 5) In other cases according to order of formation, approval and maintaining plans-schedules established by [Parts 4](#) and [5](#) of this Article.

14. Introduction of changes in plan-schedule for each object of procurement according to [Part 13](#) of this Article can be carried out not later than ten calendar days prior to day of placement in the unified information system of notice of the corresponding procurement or direction of invitation to take part in determination of Supplier (Contractor, Performer) closed way.

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Parts 12-15 of Article 21 come into force since January 1, 2015 ([Article 114](#) of this document).

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15. Plan-schedule approved by Customer and changes made to it are subject to placement in the unified information system within three working days from the date of approval or change of plan-schedule, except for the data which are the state secret.

Article 22. The initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer)

1. The initial (maximum) contract price and in cases provided by the present Federal Law the price of the contract concluded with single Supplier (Contractor, Performer) are defined and justified by a Customer by means of the following method or several following methods:

- 1) Comparable uncontrolled price method (market analysis);
- 2) Normative method;
- 3) Tariff method;
- 4) Design and estimated method;
- 5) Cost plus method.

2. Comparable uncontrolled price [method](#) (market analysis) consists in establishment of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer)

on the basis of information on market prices of identical goods, works and services planned for procurements or at their lack of similar goods, works and services.

3. In applying the comparable uncontrolled price method (market analysis) the information on prices of goods, works and services has to be received taking into account comparable to conditions of planned procurement of commercial and (or) financial conditions of goods deliveries, works performance and rendering services.

4. In applying the comparable uncontrolled price method (market analysis) the Customer can use his reasonable coefficients or indexes for recalculation of prices of goods, works and services taking into account differences in characteristics of goods, commercial and (or) financial conditions of goods deliveries, works performance and rendering services.

5. Publicly available information on market prices of goods, works and services according to [Part 18](#) of this Article, information on prices of goods, works and services received on demand of the Customer from Suppliers (Contractors, Performers), carrying out delivery of identical goods, works and services planned for procurements or at their lack of similar goods, works and services, as well as information received as a result of placement of prices requests for goods, works and services in the unified information system can be used for application of the comparable uncontrolled price method (market analysis).

6. Comparable uncontrolled price method (market analysis) is priority for definition and justification of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer). Use of other methods is allowed in cases provided by [Parts 7 - 11](#) of this Article.

7. Normative [method](#) consists in calculation of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) on the basis of requirements to procurement of goods, works and services established according to [Article 19](#) of the present Federal Law if such requirements provide establishment of limit prices of goods, works and services.

8. Tariff [method](#) is applied by the Customer if according to the legislation of the Russian Federation prices of procurement of goods, works and services for ensuring state and municipal needs are subject to state regulation or are established by municipal legal acts. In this case the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) are defined according to the established tariff (price) for goods, works and services.

9. Design and estimated method consists in determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) for:

1) Construction, reconstruction, capital repairs of capital construction object on the basis of design documentation according to procedures and standards (state itemized construction estimates) of construction works and special construction works approved by the federal executive authority which is carrying out functions on development of public policy and normative legal regulation in the field of construction;

2) Work on preservation of cultural heritage objects (historical and cultural monuments) of the Russian Federation, except for methodological management, technical and field supervision, on the basis of design documentation on work on preservation of cultural heritage objects agreed in the order established by the legislation of the Russian Federation and according to restoration norms and rules approved by federal executive authority authorized by the Government of the Russian Federation in the field of state protection of cultural heritage objects.

10. Cost plus [method](#) is applied in case of impossibility to use other methods provided by [paragraphs 1 - 4 of Part 1](#) of this Article or in addition to other methods. This method consists in determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer), as the sum of expenses and average profit for certain scope of activities. Thus direct and indirect costs on production or acquisition and (or) realization of goods, works and services, costs of transportation, storage, insurance and other costs that are usual for such cases are considered.

11. Information on average profit for certain scope of activities can be received by a Customer proceeding from the analysis of contracts placed in the unified information system, other public sources of information, including information of information and price agencies, public results of market research, as well as results of market research conducted by initiative of a Customer.

12. In case of impossibility of application for determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) methods specified in [Part 1](#) of this Article, a Customer has the right to apply other methods. In this case in justification of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer), a Customer is obliged to include justification of impossibility of application of specified methods.

13. Goods, works and services with identical features are recognized as [identical](#) goods, works and services. At determination of goods identity insignificant differences in appearance of such goods cannot be taking into account. Characteristics of Contractor, Performer, their business reputation in the market are considered at determination of works and services identity.

14. Goods which are not identical, but have similar characteristics and consist of similar components that allows them to carry out the same functions and (or) to be commercially interchangeable are recognized as [similar](#) goods. Quality, reputation in the market, country of origin of goods are considered at determination of goods similarity.

15. Works and services which are not identical, but have similar characteristics that allows them to be commercially and (or) functionally interchangeable are recognized as similar works and services. Quality, reputation in the market, as well as type of works and services, their volume, uniqueness and commercial interchangeability are considered at determination of works and services similarity.

16. Commercial and (or) financial conditions of goods deliveries, works performance, rendering services are recognized as comparable if differences between such conditions have no significant impact on the corresponding results or these differences can be considered with application of the corresponding corrections of such conditions.

17. Determination of identity and similarity of goods, works and services for ensuring state and municipal needs, comparability of commercial and (or) financial conditions of goods deliveries, works performance, rendering services is carried out according to methodical recommendations provided by [Part 20](#) of this Article.

18. Public information on prices of goods, works and services for ensuring state and municipal needs which can be used for determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer), include:

1) Information on prices of goods, works and services contained in contracts which are executed and on which penalties (penalties, fines) in connection with non-execution or improper performance of obligations provided by these contracts weren't charged;

2) Information on prices of goods, works and services contained in advertising, catalogs, descriptions of goods and in other offers addressed to certain people and recognized according to the civil legislation by public offers;

3) Information on quotations on Russian exchanges and foreign exchanges;

4) Information on quotations on the electronic sites;

5) State statistical reporting data on prices of goods, works and services;

6) Information on prices of goods, works and services contained in official sources of information of authorized government bodies and municipal authorities according to the legislation of the Russian Federation, the legislation of subjects of the Russian Federation, municipal regulations, contained in official sources of information of foreign states, international organizations or other public publications;

7) Information on the market value of objects of evaluation defined according to the legislation regulating valuation activities in the Russian Federation, or according to the legislation of foreign states;

8) Information of information and price agencies, public results of market research, as well as results of market research which was initiated by a Customer, including on the basis of the contract, on condition of disclosure of methodology of prices calculation, other sources of information.

19. The Government of the Russian Federation has the right to establish for certain types, groups of goods, works and services for ensuring state and municipal needs the exhaustive list of information sources which can be used for determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer).

20. [Methodological recommendations](#) on application of determination methods of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer)

are established by federal executive authority on regulation of the contract system in the field of procurements.

21. Features of determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) at implementation of procurements of goods, works and services for ensuring federal needs included in structure of the state defense order are established according to the Federal Law of December 29, 2012 No. 275-FZ "On the state defense order".

22. The Government of the Russian Federation has the right to determine scope of activities in which at implementation of procurements the order of determination of the initial (maximum) contract price, price of the contract concluded with single Supplier (Contractor, Performer) is established, and federal executive authorities, the State Atomic Energy Corporation Rosatom authorized to establish such order taking into account provisions of the present Federal Law.

Article 23. Identification code of procurement, catalog of goods, works and services for ensuring state and municipal needs

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Part 1 of Article 23 comes into force since January 1, 2015 ([Article 114](#) of this document).

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1. Identification code of procurement is specified in procurement plan, plan-schedule, notice of procurement, invitation to take part in determination of Supplier (Contractor, Performer) carried out closed way, procurement documentation, in contract, as well as in other documents provided by the present Federal Law.

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Part 2 of Article 23 comes into force since January 1, 2016 ([Article 114](#) of this document).

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2. Identification code of procurement provides interrelation of documents specified in [Part 1](#) of this Article, is formed with use of budget classification code defined according to the budget legislation of the Russian Federation, all-Russian classifiers codes, catalog of goods, works and services for ensuring state and municipal needs, and can include other information in the order established by [Part 3](#) of this Article.

3. The procedure for creation of an identification code of procurement, including its composition and structure depending on application purposes is established by the federal executive authority on regulation of contract system in the field of procurements in coordination with the federal executive authority which is responsible for development of state policy and regulatory and legal regulation in the field of budgetary, tax, insurance, currency and bank activities.

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Part 4 of Article 23 comes into force since January 1, 2017 ([Article 114](#) of this document).

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4. Name of procurement object in cases provided by the present Federal Law is specified according to the catalog of goods, works and services for ensuring state and municipal needs.

5. Creation and maintenance of catalog of goods, works and services for ensuring state and municipal needs in the unified information system are provided by the federal executive authority on regulation of the contract system in the field of procurements.

6. The procedure for creation and maintenance of catalog of goods, works and services for ensuring state and municipal needs in the unified information system, as well as rules of use of the specified catalog are established by the Government of the Russian Federation.

### Chapter 3. IMPLEMENTATION OF PROCUREMENT

#### § 1. General provisions

##### Article 24. Methods of determination of Suppliers (Contractors, Performers)

1. Customers at implementation of procurements use the competitive [methods](#) of determination of Suppliers (Contractors, Performers) or carry out procurements at a single Supplier (Contractor, Performer).

2. Competitive methods of determination of Suppliers (Contractors, Performers) are tenders (open tender, tender with limited participation, two-stage tender, closed tender, closed tender with limited participation, closed two-stage tender), auctions (auction in electronic form (further also – an electronic auction), closed auction), request for quotations, request for proposals.

3. A tender is method of determination of Supplier (Contractor, Performer) at which the winner is the procurement participant who has offered the best conditions of contract execution.

4. An auction is method of determination of Supplier (Contractor, Performer) at which the winner is the procurement participant who has offered the smallest contract price.

5. A Customer chooses method of determination of Supplier (Contractor, Performer) according to provisions of this Chapter. However, he has no right to make actions that result in unreasonable reduction of number of procurement participants.

6. Lots in respect of which object of procurement, the initial (maximum) contract price and its justification according to [Article 22](#) of the present Federal Law, terms and other conditions of goods delivery, work performance or rendering service are separately specified in the notice of open tender, tender with limited participation or two-stage tender or in the invitation to take part in closed tender, closed tender with limited participation, closed two-stage tender or closed auction, in tender documentation, documentation on auction can be allocated at procurement implementation by carrying out tender or closed auction. The procurement participant applies for participation in a tender or an auction in respect of certain lot. A separate contract is concluded in respect of each lot.

##### Article 25. Joint tenders and auctions

1. If two or more Customers need the same goods, works and services, such Customers have the right to conduct joint tenders or auctions. Rights, duties and responsibilities of customers in joint tenders or auctions are defined by the agreement of the parties concluded according to the Civil [Code](#) of the Russian Federation and the present Federal Law. Each Customer concludes the contract with the winner or winners of joint tender or auction.

2. One of the Customers to whom other Customers gave on the basis of the agreement part of the powers to organization and carrying out tender or auction acts as organizer of such joint tender or auction. The specified agreement has to contain:

- 1) Information on the agreement parties;
- 2) Information on object of procurement and on the estimated volume of procurement in respect of which joint tender or joint auction is conducted;
- 3) The initial (maximum) price of the contract or contracts and justification of such price;
- 4) Rights, duties and responsibilities of the agreement parties;
- 5) Information on the organizer of joint tender or auction, including the list of powers delegated to the specified organizer by the agreement parties;
- 6) Procedure and term of formation of the procurement commission, regulations of work of such commission;
- 7) Procedure and terms of development and approval of procurement documentation;
- 8) Approximate terms of joint tender or auction;
- 9) Order of payment of expenses connected with organization and conduct of joint tender or auction;



- 10) Period of validity of the agreement;
  - 11) Adjudication procedure;
  - 12) Other information that defines relationships between the agreement parties in joint tender or auction.
3. Organizer of joint tender or auction approves composition of the procurements commission which included representatives of the agreement parties in proportion to the volume of procurements which are carried out by each Customer, in total amount of procurements except as otherwise provided by the agreement.
4. The agreement parties incur expenses on carrying out joint tender or auction proportionally to share of the initial (maximum) contract price of each Customer in total amount of the initial (maximum) prices of contracts for which conclusion joint tender or auction are conducted.
5. The [procedure](#) of carrying out joint tenders and auctions is established by the Government of the Russian Federation.

#### Article 26. Centralized procurements

1. Government body, municipal body, public institution authorized on determination of Supplier (Contractor, Performer) for Customers, or several such bodies, public institutions can be created for centralization of procurements according to the legislation of the Russian Federation, the legislation of subjects of the Russian Federation, municipal legal acts, except for cases provided by [Parts 2 and 3](#) of this Article, or power on determination of Supplier (Contractor, Performer) for corresponding Customers can be assigned to one such government body, municipal body, one such public institution or several government bodies, municipal bodies, public institutions from existing. Such authorized bodies, authorized institutions carry out powers on determination of Supplier (Contractor, Performer) for Customers established by decisions on creation of such authorized bodies, authorized institutions or vesting with specified authorities. It isn't allowed to authorize such authorized bodies, authorized institutions to justification of procurements, definition of terms of the contract, as well as to determination of the initial (maximum) contract price and signing of the contract. Contracts are signed by Customers for whom Suppliers (Contractors, Performers) were determined.
2. The President of the Russian Federation, the Government of the Russian Federation can confer powers on determination of Suppliers (Contractors, Performers) for several federal executive authorities, federal public and budgetary institutions, as well as power on procurements planning, determination of Suppliers (Contractors, Performers), conclusion of the state contracts and their execution, including on acceptance of delivered goods, performed works (their results), rendered services, ensuring their payment, for several federal executive authorities, federal public institutions on federal executive authority or federal public institution or several federal executive authorities or federal public institutions.
3. Powers on determination of Suppliers (Contractors, Performers) for several executive authorities of the subject of the Russian Federation, public and budgetary institutions of the subject of the Russian Federation, municipal bodies, municipal public and budgetary institutions, as well as power on procurements planning, determination of Suppliers (Contractors, Performers), conclusion of the state and municipal contracts, their execution, including on acceptance of delivered goods, performed works (their results), rendered services, ensuring their payment, for several executive authorities of the subject of the Russian Federation, public institutions of the subject of the Russian Federation can be assigned by the highest bodies of state authority of the subject of the Russian Federation, local administration to executive authority of the subject of the Russian Federation, public institution of the subject of the Russian Federation, municipal body, municipal public institution or some specified bodies and institutions.
4. Authorized bodies, authorized institutions on which powers are assigned on determination of Suppliers (Contractors, Performers) for ensuring needs of subjects of the Russian Federation have the right to carry out powers of authorized bodies, authorized institutions of municipalities on determination of Suppliers (Contractors, Performers) on the basis of agreements between subjects of the Russian Federation and municipalities within their territories.

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Part 5 of Article 26 comes into force since January 1, 2016 ([Article 114](#) of this document).

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5. Federal executive authority, executive authority of the subject of the Russian Federation, local government authority are obliged to make the decision on exercise of Customer powers by these authorities, their territorial bodies or institutions (in the exercise of functions and powers of the institutions founder by these authorities) as follows:

1) Exercise of powers by these authorities on:

a) Determination of Suppliers (Contractors, Performers) for the corresponding Customers;

b) Planning and implementation of procurements, including determination of Suppliers (Contractors, Performers), conclusion of state and municipal contracts, their execution, including with possibility of acceptance of delivered goods, performed works (their results), rendered services for the corresponding state and municipal Customers;

2) Authorization of authorized body, authorized institution or several authorized bodies, authorized institutions to determination of Suppliers (Contractors, Performers) for the corresponding Customers;

3) Authorization of authorized body or some several authorized bodies to planning and implementation of procurements, including determination of Suppliers (Contractors, Performers), conclusion of state and municipal contracts, their execution, including with possibility of acceptance of delivered goods, performed works (their results), rendered services for the corresponding state and municipal Customers;

4) Exercise of powers by each Customer independently.

6. If centralization of procurements which financial provision is partially or fully carried out at the expense of the inter-budgetary transfers is a condition of provision from the federal budget or budgets of the state non-budgetary funds of the Russian Federation of the inter-budgetary transfers having target purpose, the Government of the Russian Federation has the right to authorize authorized body, authorized institution to determination of Suppliers (Contractors, Performers) for state Customers acting on behalf of the subject of the Russian Federation, municipal Customers, appropriate budgetary institutions and (or) authorized bodies, authorized institutions which powers are defined by decisions of public authorities of the subject of the Russian Federation, local government authorities.

7. If centralization of procurements which financial provision is partially or fully carried out at the expense of the inter-budgetary transfers is a condition of provision from the budget of the subject of the Russian Federation of the inter-budgetary transfers having target purpose, the highest executive public authority of the subject of the Russian Federation has the right to authorize authorized body, authorized institution to determination of Suppliers (Contractors, Performers) for municipal Customers, municipal budgetary institutions and (or) authorized bodies, the authorized institutions acting on behalf of the subject of the Russian Federation, municipal Customers, appropriate budgetary institutions and (or) authorized bodies, authorized institutions which powers are defined by decisions of local government authorities.

8. Authorized body, authorized institution of the subject of the Russian Federation, of municipality, carrying-out powers determination of Suppliers (Contractors, Performers) on the basis of the agreement between the subject of the Russian Federation and municipality have the right to exercise powers of authorized bodies, authorized institutions of the appropriate subject of the Russian Federation, of municipality on determination of Suppliers (Contractors, Performers) for state Customers acting on behalf of the subject of the Russian Federation, budgetary institutions of the subject of the Russian Federation, municipal Customers, municipal budgetary institutions.

9. Authorized bodies, authorized institutions which powers are defined by decisions of local government authorities of municipal area, city district have the right to exercise powers on determination of Suppliers (Contractors, Performers) for certain municipal Customers acting on behalf of settlements, budgetary institutions of settlements and (or) authorized bodies, authorized institutions which powers are defined by decisions of local government authorities of settlements specified in [Parts 3 and 5](#) of the present Article, on the basis of agreements between municipal area, city district and settlements which are part of such area and district.

10. Order of interaction of Customers with authorized bodies, authorized institutions determined by decisions on creation of such bodies and institutions or by decisions on authorization of such bodies and institutions according to this Article.

11. Provisions of the present Federal Law which regulate the rights and duties of a Customer, as well as control in the field of procurements, monitoring of procurements and audit in the field of procurements are applied to activities of authorized bodies, authorized institutions within the powers established by decisions on creation of such bodies and institutions or by decisions on authorization of such bodies and institutions according to this Article.

#### Article 27. Participation in determination of Suppliers (Contractors, Performers)

1. Participation in determination of Suppliers (Contractors, Performers) can be limited only in cases provided by the present Federal Law.

2. If a Customer decided to limit participation in determination of Suppliers (Contractors, Performers), the information on this limitation with justification of its reasons has to be specified in the notice of procurement.

3. Participants of procurement have the right to act in the relations connected with implementation of procurement both directly, and through their representatives. Powers of procurement participants' representatives are confirmed by the power of attorney given out and issued according to the civil [legislation](#).

4. Advantages according to [Articles 28 - 30](#) of the present Federal Laws are provided at implementation of procurements or:

- 1) Institutions and enterprises of criminal and penal system;
- 2) Organizations of disabled people;
- 3) Subjects of small business;
- 4) Socially-oriented non-commercial organizations.

#### Article 28. Participation of institutions and enterprises of criminal and penal system in procurements

1. To institutions and enterprises of criminal and penal system which are participants of procurements, the advantages specified in [Part 2](#) of this Article are provided.

2. When determination of Suppliers (Contractors, Performers) except if procurements are carried out at single Supplier (Contractor, Performer), a Customer is obliged to provide to institutions and enterprises of criminal and penal system the advantages concerning the price of the contract offered by them at the rate to fifteen percent in order established by the Government of the Russian Federation and according to lists of goods, works and services approved by the Government of the Russian Federation. Information on provision of such advantages has to be specified by a Customer in notices of procurements and procurement documentation concerning goods, works and services included in specified lists. If institutions and enterprises of criminal and penal system are recognized as the winner of determination of Suppliers (Contractors, Performers), the contract on request of the winner is concluded at the price offered by the winner taking into account advantages concerning the contract price, but not higher than the initial (maximum) contract price specified in the notice of procurement.

#### Article 29. Participation of organizations of disabled people in procurements

1. To organizations of disabled people which are participants of procurements, the advantages specified in [Part 3](#) of this Article are provided.

2. Action of this Article extends on the all-Russian public organizations of disabled people (including created as the unions of public organizations of disabled people) among which members disabled people and their lawful representatives make not less than eighty percent, and on organizations the authorized (share) capital of which completely consists of deposits of the all-Russian public organizations of disabled people and the average number of disabled people in these

organizations in relation to other workers makes not less than fifty percent, and the share of compensation of disabled people in labor compensation fund - not less than twenty five percent.

3. During determination of Suppliers (Contractors, Performers) except if procurements are carried out at single Supplier (Contractor, Performer), a Customer is obliged to provide to organizations of disabled people the advantages concerning the price of the contract offered by them at the rate to fifteen percent in order established by the Government of the Russian Federation and according to lists of goods, works and services approved by the Government of the Russian Federation. Information on provision of such advantages has to be specified by a Customer in notices of procurements and procurement documentation on concerning goods, works and services included in specified lists. If organization of disabled people is recognized as the winner of determination of Suppliers (Contractors, Performers), the contract on request of the winner is concluded at the price offered by the winner taking into account advantages concerning the contract price, but not higher than the initial (maximum) contract price specified in the notice of procurement.

Article 30. Participation of subjects of small business and socially-oriented non-commercial organizations in procurements

1. Customers except for cases of implementation of procurements of goods, works and services for ensuring national defense support and national security, and procurements of works in the field of atomic energy use, are obliged to carry out procurements taking into account provisions of [Part 5](#) of this Article at subjects of small business and socially-oriented non-commercial organizations in an amount not less than fifteen percent of total annual volume of procurements provided by the plan-schedule. The initial (maximum) contract price shall not exceed twenty million rubles. Such procurements are carried out by means of open tenders, tenders with limited participation, two-stage tenders, electronic auctions, requests for quotations, requests for proposals in which procurements participants are only subjects of small business and socially-oriented non-commercial organizations. Customers have the right to carry out procurements for ensuring national defense support and national security, and procurements of works in the field of atomic energy use at subjects of small business and socially-oriented non-commercial organizations.

2. Action of this Article extends on socially-oriented non-commercial organizations (except for socially-oriented non-commercial organizations which founders the Russian Federation, subjects of the Russian Federation or municipalities are) carried out activities provided by [paragraph 1 of Article 31.1](#) of the Federal Law of January 12, 1996 No. 7-FZ "On non-commercial organizations" according to constituent documents.

3. During determination of Suppliers (Contractors, Performers) by methods specified in [Part 1](#) of this Article, the restriction in respect of procurements participants which can be only subjects of small business and socially-oriented non-commercial organizations is set in notices of procurements. In this case procurements participants are obliged to declare their belonging to subjects of small business or socially-oriented non-commercial organizations in applications for participation in procurements.

4. If determination of Suppliers (Contractors, Performers) is recognized as failed in the order established by the present Federal Law, a Customer has the right to cancel the restriction specified in [Part 3](#) of this Article and to carry out procurements in accordance with general practices. The quantity of goods, volume of work or service that are object of procurement are considered in total annual volume of procurements specified in [Part 1](#) of this Article. At year-end a Customer is obliged to make the report on the volume of procurements at subjects of small business and socially-oriented non-commercial organizations provided by [Part 2](#) of this Article, and till April 1 of the year following after fiscal year to place such report in unified information system. A Customer includes in such report information on the concluded contracts with subjects of small business and socially-oriented non-commercial organizations, as well as information on failed determination of Suppliers (Contractors, Performers) with participation of subjects of small business and socially-oriented non-commercial organizations.

5. During determination of Suppliers (Contractors, Performers) a Customer has the right to establish in the notice of procurement the requirement to Supplier (Contractor, Performer) who is not the subject of small business or socially-oriented non-commercial organization, on attraction to the

contract execution of Subcontractors, Co-contractors from subjects of small business and socially-oriented non-commercial organizations. The quantity of goods, volume of works and services to deliveries and performance of which such Subcontractors, Co-contractors are involved, are considered in total annual volume of procurements specified in [Part 1](#) of this Article, and are included in the report specified in [Part 4](#) of this Article.

6. The condition on attraction to contracts execution of Subcontractors, Co-contractors from subjects of small business and socially-oriented non-commercial organizations in case provided by [Part 5](#) of this Article shall be included in contracts. Obligatory condition of civil responsibility of Suppliers (Contractors, Performers) for non-fulfilment of the condition on attraction to contracts execution of Subcontractors, Co-contractors from subjects of small business and socially-oriented non-commercial organizations has to be also included in contracts.

7. Standard conditions of contracts providing attraction to contracts execution of Subcontractors, Co-contractors from subjects of small business and socially-oriented non-commercial organizations can be established by the Government of the Russian Federation.

#### Article 31. Requirements to procurement participants

1. At procurement implementation the Customer establishes the following common requirements to procurement participants:

1) Compliance with the requirements established according to the legislation of the Russian Federation to persons carrying out goods delivery, work performance, rendering service, that are object of procurement;

2) Competence of the participant of procurement to conclude the contract;

3) Non-performance of elimination of the procurement participant - the legal entity and lack of the decision of arbitration court on recognition of the procurement participant - the legal entity or the individual entrepreneur as insolvent (bankrupt) and on opening of bankruptcy proceedings;

4) Non-suspension of activities of the procurement participant in the order established by the [Code](#) of Administrative Offences of the Russian Federation, at the date of filing of an application for participation in procurement;

5) Lack at the procurement participant of shortage on taxes and fees, debt on other obligatory payments in budgets of the budgetary system of the Russian Federation (except for the sums for which are granted delay, deferred payments, investment tax credit according to the [legislation](#) of the Russian Federation on taxes and fees which are restructured according to the legislation of the Russian Federation, on which there is the consummated judgment on recognition of duty of the applicant on payment of these sums as executed or which are recognized as bad debts for collection according to the [legislation](#) of the Russian Federation on taxes and fees) for the last calendar year, which size exceeds twenty five percent of balance sheet assets of the procurement participant, according to accounting reports for the last reporting period. The procurement participant complies with the established requirement, if he submitted the application for the appeal of specified shortages and debts in accordance with the established procedure, and the decision on such application at the date of consideration of the application for participation in determination of Suppliers (Contractors, Performers) isn't accepted;

6) Lack in the register of unfair Suppliers (Contractors, Performers) provided by the present Federal [Law](#) of information on the procurement participant - the legal entity, including information on founders, on members of collegiate executive body, the person acting as the sole executive body of the procurement participant;

7) Lack at the procurement participant - the natural person or at the chief, members of collegiate executive body or at the chief accountant of the legal entity of the conviction on economic crimes (except for persons with expunged or removed such criminal record), as well as non-use concerning the specified natural persons of punishment in the form of deprivation of right to hold specific posts or to practice certain activities which are connected with goods delivery, work performance, rendering service, that are object of carried-out procurement, and non-use of administrative punishment in the form of disqualification;



8) Enjoyment of the procurement participant of exclusive rights to results of intellectual activity if in connection with the contract execution the customer accrues the rights to such results, except for the conclusion of contracts on creation of works of literature or art, execution, performance, financing of release or demonstration of national movie.

2. The Government of the Russian Federation has the right to establish [additional requirements](#) to the procurement participants of separate types of goods, works and services which procurements are carried out by through tenders with limited participation, two-stage tenders, closed tenders with limited participation, closed two-stage tenders or auctions, including to availability of:

- 1) Financial resources for the contract execution;
- 2) Equipment and other material resources for the contract execution on the property right or other legal grounds;
- 3) Work experience connected with the subject of the contract and business reputation;
- 4) Required number of specialists and other workers with certain skill level for the contract execution.

3. [List](#) of documents that confirm compliance of the procurement participants to additional requirements specified in [Part 2](#) of this Article shall be established by the Government of the Russian Federation.

4. If the Government of the Russian Federation according to [Part 2](#) of this Article establishes additional requirements to the procurement participants, the Customers when determination of Suppliers (Contractors, Performers) are obliged to establish such additional requirements.

5. Information on common requirements and additional requirements established by the Customer according to [Parts 1](#) and [2](#) of this Article is specified in the notice of procurement and procurement documentation.

6. Customers have no right to establish requirements to the procurement participants in contempt of requirements of the present Federal Law.

7. Requirements specified in this Article are imposed equally to all the procurement participants.

8. Procurement commission checks compliance of the procurement participants to the requirements specified in [paragraphs 1, 2 and 6 of Part 1](#) of this Article, and concerning certain types of procurements of goods, works and services to requirements established according to [Part 2](#) of this Article if such requirements are established by the Government of the Russian Federation, commission also has the right to check compliance of the procurement participants to requirements specified in [paragraphs 3 - 5, 7 and 8 of Part 1](#) of this Article. Procurement commission has no right to entrust the procurement participants with responsibility for confirmation of compliance to specified requirements, except for cases if specified requirements are established by the Government of the Russian Federation according to [Part 2](#) of this Article.

9. Dismissal of the procurement participant from participation in determination of Suppliers (Contractors, Performers) or refusal to conclude the contract with the winner of determination of Suppliers (Contractors, Performers) is carried out at any time prior to conclusion of the contract if a Customer or the procurement commission finds out that the procurement participant does not comply with requirements specified in [Parts 1](#) and [2](#) of the present Article, or the procurement participant provided unreliable information concerning his compliance with specified requirements.

10. At implementation of procurements of medicines which are included in the list of vital and essential medicines, in addition to the ground provided by [Part 9](#) of this Article, dismissal of the procurement participant from participation in determination of Suppliers (Contractors, Performers) or refusal to conclude the contract with the winner of determination of Suppliers (Contractors, Performers) is carried out at any time prior to conclusion of the contract if the Customer or the procurement commission finds out that:

- 1) Maximum sale price of medicines offered by such procurement participant is not registered;
- 2) Price of bought medicines offered by such procurement participant exceeds maximum sale price, and procurement participant refuses to decrease the offered price at conclusion of the contract.

11. If a Customer refuses to conclude the contract with the winner of determination of Suppliers (Contractors, Performers) on the grounds provided by [Parts 9](#) and [10](#) of this Article, a Customer no later than one working day following the day of establishment of the fact being the ground for such refusal



makes and places in the unified information system the protocol on refusal to conclude the contract, that contains information on place and time of its preparation, on the person with whom Customer refuses to conclude the contract, on the fact which is the ground for such refusal, as well as documents details confirming this fact. A Customer sends the specified protocol within two working days from the date of its signing to this winner.

12. Decisions on dismissal of the procurement participant from participation in determination of Suppliers (Contractors, Performers) or refusal to conclude the contract with the winner of determination of Suppliers (Contractors, Performers) can be appealed by such participant or such winner in the [order](#) established by the present Federal Law.

Article 32. Evaluation of applications, final proposals of the procurement participants and criteria for this evaluation

1. For evaluation of applications, final proposals of the procurement participants a Customer in procurement documentation establishes the following criteria:

- 1) Contract price;
- 2) Expenses on operation and repair of goods, use of works results;
- 3) Qualitative, functional and ecological characteristics of object of procurement;
- 4) Qualification of the procurement participants, including financial resources, equipment and other material resources on the property right or other legal grounds, work experience connected with subject of the contract, business reputation, specialists and other workers with certain skill level.

2. When a request for proposals the customer has the right not to apply criteria provided by [Part 1](#) of this Article, has the right at own discretion to establish criteria for evaluation of applications, final proposals and their importance value not provided by [Part 1](#) of this Article, as well as has the right not to apply the importance value of criteria established by [Part 6](#) of this Article.

3. In the cases provided according to [Part 16 of Article 34](#) of the present Federal Law, as well as in others cases for evaluation of applications of the procurement participants established by the Government of the Russian Federation the Customer has the right in procurement documentation instead of criteria specified in [paragraphs 1 and 2 of Part 1](#) of this Article to establish as criterion the life cycle cost of good or object created as a result of work execution. The criterion of life cycle cost of good or object created as a result of work execution includes expenses on procurement of goods or on work execution, subsequent maintenance, operation during their life time, repair, utilization of delivered good or object created as a result of work execution. Calculation of life cycle cost of good or object created as a result of work execution is made taking into account the methodical recommendations provided by [Part 20 of Article 22](#) of the present Federal Law.

4. In procurement documentation a Customer is obliged to specify criteria and their importance value used when determination of Suppliers (Contractors, Performers). Thus the quantity of criteria used when determination of Suppliers (Contractors, Performers), except for cases of auction holding, has to be not less than two, one of which is the contract price. Criteria and their importance value not specified in procurement documentation cannot be applied for evaluation of applications.

5. The sum of importance values of all criteria provided by this Article is hundred percent. Importance value of the criterion specified in [paragraph 2 of Part 1](#) of this Article shall not exceed importance value of the criterion specified in [paragraph 1 of Part 1](#) of this Article.

6. The sum of importance values of criteria specified in [paragraphs 1 and 2 of Part 1](#) of this Article when determination of Suppliers (Contractors, Performers) for contracts conclusion on execution (as result of intellectual activity), as well as on financing of release or demonstration of national movie, on performance of research, development or technological works shall be not less than twenty percent of the sum of importance values of all criteria. If at conclusion of such contracts the criterion specified in [paragraph 2 of Part 1](#) of this Article is not used, the importance value of the criterion specified in [paragraph 1 of Part 1](#) of this Article shall be not less than twenty percent of the sum of importance values of all criteria. The importance value of the criterion specified in [paragraph 1 of Part 1](#) of this Article when determination of Suppliers (Contractors, Performers) for contracts conclusion on creation of work of literature or art can be reduced to zero percent of the sum of importance values of all

criteria.

7. The provisions of the present Federal Law concerning works of literature and art are applied to:
- 1) Literary works;
  - 2) Dramatic and musical-dramatic works, scenario works;
  - 3) Choreographic works and pantomime;
  - 4) Musical compositions with or without words;
  - 5) Audiovisual works;
  - 6) Works of painting, sculpture, graphics, design, graphic stories, comics and other works of fine art;
  - 7) Works of arts and crafts and stage-set art;
  - 8) Works of architecture, town planning and garden art (external and internal look of object, its spatial, planning and functional organization fixed in the form of schemes or models or described otherwise, except for project documentation);
  - 9) Photographic works and works received by methods similar to photography;
  - 10) Derivative works;
  - 11) Composite works (except for databases), which are on selection or arrangement of materials the result of creative activity.

8. The [order](#) of evaluation of applications, final proposals of the procurement participants, including limit importance values of each criterion is established by the Government of the Russian Federation. A Customer for evaluation of applications and final proposals of the procurement participants has the right not to apply the criteria specified in [paragraphs 1 and 2 of Part 1](#) of this Article, if according to the legislation of the Russian Federation price (tariffs) for goods, works and services fixed by the state are established.

9. A Customer shall not use criteria or their importance values which are not provided by the this Article, established by [Part 6](#) of this Article and according to [Part 8](#) of this Article, except for the case provided by [Part 2](#) of this Article. In case of non-performance by a Customer of the requirement of this Part, determination of Suppliers (Contractors, Performers) can be nullified at the suit of participant or participants of procurement.

### Article 33. Description rules for the object of procurement

1. A Customer at the description in procurement documentation of the object of procurement has to be guided by the following rules:

1) Description of the object of procurement must be objective. Functional, technical and qualitative characteristics, operational characteristics of object procurement (if necessary) are specified in description of the object of procurement. Requirements or instructions concerning trademarks, service marks, trade names, patents, useful models, industrial samples, name of place of goods origin or name of producer, as well as requirements to goods, information, works and services provided that such requirements involve restriction of number of the procurement participants, except for cases if there is no other way providing more exact and accurate description of characteristics of the object of procurement should not be included in description of the object of procurement. Tender documentation can contain the reference to trademarks, if at works performance and rendering services it is supposed to use goods which deliveries are not the contract subject. Inclusion in description of the object of procurement of the words "or equivalent", except for cases of incompatibility of goods on which other trademarks take place, and need to ensure interaction of such goods with goods used by a Customer, as well as cases of procurements of spare parts and expendables for machines and equipment used by a Customer, according to technical documentation on the specified machines and equipment is an indispensable condition;

2) Use, if possible, by description of the object of procurement of standard indicators, requirements, symbols and terminology concerning technical and qualitative characteristics of the object of procurement, established according to technical regulations, standards and other requirements, provided by the legislation of the Russian Federation on technical regulation. If a

Customer at description of the object of procurement does not use such standard indicators, requirements, symbols and terminology, procurement documentation shall contain justification of use of other indicators, requirements, symbols and terminology;

3) Description of the object of procurement can include specifications, plans, drawings, sketches, photos, results of work, tests, requirements, including to carrying out tests, test methods, packing, according to requirements of the Civil [Code](#) of the Russian Federation, marking, labels, confirmations of compliance, processes and production methods according to requirements of technical regulations, standards, specifications, as well as concerning symbols and terminology;

4) Procurement documentation has to contain an image of the delivered goods allowing to identify it and to prepare the application and final proposal, if such documentation contains the requirement on compliance of delivered goods to goods image, of which delivery the contract is concluded;

5) Procurement documentation has to contain information on place, start and termination dates, procedure and schedule of inspection by the procurement participants of sample or model of goods on which delivery the contract is concluded, if such documentation contains the requirement on compliance of delivered goods to sample or model of goods on which delivery the contract is concluded;

6) Procurement documentation has to contain the reference on the international unlicensed names of medicines or in the absence of such names the chemical and grouping names, if medicines are the object of procurement. Customer at implementation of procurement of medicines included in the list of medicines which procurement is carried out according to their trade names, as well as at implementation of procurement of medicines according to [paragraph 7 of Part 2 of Article 83](#) of the present Federal Law has the right to specify trade names of these medicines. The specified list and the [order](#) of its formation are approved by the Government of the Russian Federation. If medicines are the object of procurement, medicines with the various international unlicensed names or in the absence of such names with chemical and grouping names cannot be a subject of one contract (one lot) provided that the initial (maximum) price of the contract (lot price) exceeds the [limit value](#) established by the Government of the Russian Federation, as well as medicines with the international unlicensed names (in the absence of such names with chemical and grouping names) and trade names;

7) Delivered goods have to be new goods (goods which was not in use, under repair, including which was not restored, at which replacement of components was not carried out, consumer properties were not restored) unless otherwise provided by description of the object of procurement.

2. Procurement documentation according to the requirements specified in [Part 1](#) of this Article shall contain indicators allowing to define compliance of bought goods, work and service to needs of the Customer. The maximum and (or) minimum values of such indicators, as well as values of indicators which cannot be changed, are specified.

3. It isn't allowed to include in procurement documentation (including in the form of requirements to quality, technical characteristics of goods, works or services, requirements to functional characteristics (consumer properties) of goods) requirements to producer of goods, to participant of procurement (including requirements to qualification work experience of participant of procurement), as well as requirements to business reputation of participant of procurement, requirements to capacities existence, processing equipment, labor, financial and other resources necessary for production of goods which delivery is the contract subject, for work performance or rendering service which are the contract subject, except for cases if possibility of establishment of such requirements to participant of procurement is provided by the present Federal Law.

4. Requirements to the warranty period of goods, works and services and (or) to the volume of guarantees of their quality, to warranty service of goods, to expenses on goods operation, to obligation of implementation of goods installation and adjustment, to training of persons which are carrying out use and maintenance of goods, are established by the Customer if necessary. In case of determination of the Supplier of machines and equipment, the Customer establishes in procurement documentation requirements to warranty period of goods and (or) to the volume of guarantees of their quality, to warranty service of goods, to expenses on goods maintenance during the warranty period, as well as to goods installation and adjustment if it is provided by technical documentation on goods. In case of determination of the Supplier of new machines and equipment, the Customer establishes in

procurement documentation requirements to provision of warranty of the Producer and (or) the Supplier of these goods and to validity of such warranty. Provision of such warranty is carried with these goods.

5. Features of description of separate types of procurement objects can be established by the Government of the Russian Federation.

6. Features of description of procurement objects on the state defense order can be established by the Federal [Law](#) of December 29, 2012 No. 275-FZ "On the state defense order".

#### Article 34. Contract

1. The contract is concluded on conditions provided by the notice on implementation of procurement or by the invitation to take part in determination of Supplier (Contractor, Performer), procurement documentation, application, final proposal of the procurement participant, with whom the contract is concluded, except for cases when the notice on implementation of procurement or the invitation to take part in determination of Supplier (Contractor, Performer), procurement documentation, application, final proposal are not provided according to the present Federal Law.

2. At the conclusion of the contract it is specified that the contract price is fixed and it is defined on all contract date, and in cases established by the Government of the Russian Federation, approximate value of the contract price or price formula and the maximum value of the contract price established by the Customer in procurement documentation are specified. At conclusion and execution of the contract change of its conditions is not allowed, except for cases provided by this Article and by [Article 95](#) of the present Federal Law.

3. Features of determination of the price of the state contract for delivery of goods, work performance and rendering service in the state defense order taking into account the requirements provided by [Part 2](#) of this Article can be established by the Federal [Law](#) of December 29, 2012 No. 275-FZ "On the state defense order".

4. The indispensable condition on responsibility of a Customer and Supplier (Contractor, Performer) for non-execution or improper execution of obligations under the contract shall be included in the contract.

5. In case of delay in execution by a Customer of obligations provided by the contract, as well as in other cases of improper execution by a Customer of obligations provided by the contract, Supplier (Contractor, Performer) has the right to demand payment of penalties (fines, penalty fees). The fine is imposed for each day of delay in execution of the obligation provided by the contract, starting from the day following after the termination date of performance of obligation established by the contract. Such fine is established by the contract at the rate of the one three-hundredth of refinancing rate of the Central Bank of the Russian Federation from overdue sum as of date of payment of fine. Penalties are imposed for improper execution by a Customer of obligations provided by the contract, except for delay in execution of obligations provided by the contract. The amount of penalty is set by the contract as a fixed sum in the [order](#) established by the Government of the Russian Federation.

6. In case of delay in execution by Supplier (Contractor, Performer) of obligations (including warranty) provided by the contract, as well as in other cases of improper execution by Supplier (Contractor, Performer) of obligations provided by the contract, a Customer sends to Supplier (Contractor, Performer) the request for payment of penalties (fines, penalty fees).

7. The fine is imposed for each day of delay in execution by Supplier (Contractor, Performer) of the obligation provided by the contract, starting from the day following after the termination date of performance of obligation established by the contract, and is set by the contract in the amount, determined in the [order](#) established by the Government of the Russian Federation, but not less than the one three-hundredth of refinancing rate of the Central Bank of the Russian Federation from the contract price as of date of payment and reduced by the sum in proportion to the volume of obligations provided by the contract and actually executed by Supplier (Contractor, Performer).

8. Penalties are imposed for improper execution by Supplier (Contractor, Performer) of obligations provided by the contract, except for delay in execution by Supplier (Contractor, Performer) of obligations (including warranty) under the contract. The amount of penalty is set by the contract as a

fixed sum in the [order](#) established by the Government of the Russian Federation.

9. Party is exempted from payment of penalty (fines, penalty fees), if party will prove that non-execution or improper execution of obligation provided by the contract was due to force majeure or caused by other party.

10. It is allowed to conclude contracts on deliveries of technical means for rehabilitation of disabled people, on creation several works of literature or art, on performance research works or on rendering services in the field of education or sanatorium treatment and health improvement services, recreation and health improvement services for children, including on providing of vouchers, with several the procurement participants. Thus the right to conclude contract with several the procurement participants is established by Customer in procurement documentation.

11. For implementation by Customers of procurements federal executive authorities, the State Atomic Energy Corporation Rosatom carrying out standard and legal regulation in the corresponding field of activity, develop and approve standard contracts, standard conditions of contracts which are placed in unified information system, and make library of standard contracts, standard conditions of contracts. The order of development of standard contracts, standard conditions of contracts, as well as cases and conditions for their use are established by the Government of the Russian Federation.

12. If the contract is concluded for a period more than three years and the contract price is more than hundred million rubles, the contract has to include a contract execution schedule.

13. The indispensable condition on order and terms of payment of goods, works or services, on order and terms of acceptance by Customer of delivered good, performed work (its results) or rendered service regarding compliance of their quantity, completeness and volume to requirements established by the contract, as well as on order and terms of results registration of such acceptance is included in the contract. If contract is concluded with a natural person, except for an individual entrepreneur or other person engaged in private practice, the indispensable condition on decreasing of the sum payable to a natural person by the amount of tax payments connected with payment of the contract is included in the contract.

14. The condition on possibility of unilateral refusal to execute the contract according to provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law can be included in the contract.

15. In cases provided by [paragraphs 4, 15 and 28 of Part 1 of Article 93](#) of the present Federal Law, Customer has the right to conclude the contract with Supplier (Contractor, Performer) orally in the manner and on the terms which are established by the Civil [Code](#) of the Russian Federation. Requirements provided by [Parts 4 - 9, 11 - 13](#) of this Article cannot apply to the specified contract.

16. In [cases](#) provided by the Government of the Russian Federation, the contract which provides goods or works procurement, subsequent maintenance, operation during service life, repair, utilization of delivered goods or the object created as a result of work performance (the contract of life cycle) is concluded.

17. If the Government of the Russian Federation according to [Part 1 of Article 111](#) of the present Federal Law concerning particular procurement made the decision on need of inclusion in the contract of additional conditions of its execution, including not connected with the contract subject, information on such additional conditions has to be specified in procurement documentation.

18. At conclusion of the contract a Customer in coordination with the procurement participant with whom according to the present Federal Law the contract is concluded, has the right to increase quantity of delivered goods by the sum not exceeding the difference between the contract price offered by such participant and the initial (maximum) contract price (lot price) if this right of a Customer is provided by tender documentation, auction documentation. In this case the unit price shall not exceed the unit price determined as quotient of the contract price specified in the application for participation in tender or offered by the participant of auction with whom the contract is concluded, by the quantity of goods specified in tender or auction notice.

19. If the initial (maximum) contract price at implementation of procurement of goods, works and services exceeds the [amount](#) established by the Government of the Russian Federation, the duty of the procurement participant, with whom the contract is concluded, to provide to Customer the information on beneficiaries, individual executive body of business company (director, director general, manager, president and others), members of collegiate executive body of business company, head (director,



director general) of institution or unitary enterprise or on other governing bodies of legal entities of participants of procurement by the indication of surnames, names, patronymics (if any) of such persons taking into account provisions of the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data", has to be specified in the contract. For purposes of this Article beneficiaries are the natural persons owning directly or indirectly (through the legal entity or through several legal entities) more than by ten percent of voting shares of business company or owning the share exceeding ten percent in authorized capital of business company.

20. Information specified in [Part 19](#) of this Article is provided to a Customer by the procurement participant with whom the contract is concluded not later than seven days before date of the contract conclusion. In this case a Customer is obliged to provide confidentiality of specified information and its provision at the request of control authorities specified in [Part 1 of Article 99](#) of the present Federal Law and at the request of law-enforcement authorities. The contract should provide responsibility of the Supplier (Contractor, Performer) for failure to provide such information in the form of exaction of a fine in the amount of the one three-hundredth of refinancing rate of the Central Bank of the Russian Federation from the contract price as of date of payment. The fine shall be imposed for each day of delay in execution of such obligation up to providing by the Supplier (Contractor, Performer) to a Customer of specified information. In case of circumstances specified in [Part 22](#) of this Article, a Customer sends the relevant information to the federal executive authority authorized on control in the field of procurements, control body in the field of the state defense order.

21. In case of failure to provide to a Customer by the procurement participant, with whom the contract is concluded, the information specified in [Part 19](#) of this Article, this information is placed in the unified information system within five days from expiration date during which such information has to be provided to a Customer. The failure to provide such information by the Supplier (Contractor, Performer) does not involve the invalidity of the concluded contract on this ground, except for the case provided by [Part 22](#) of this Article.

22. The contract can be nullified by court, including on request of control body in the field of procurements if the head of a Customer, the member of the procurement commission, the head of contract service of a Customer, the contract manager consist with the persons specified in [Part 19](#) of this Article, as well as with the natural person, including registered as the individual entrepreneur with whom the contract is concluded, in marriage or are close relatives (relatives in the direct ascending and descending line (parents and children, grandfather, grandmother and grandsons), full and not full (having the common father or mother) brothers and sisters), adoptive parents or adopted children and thus a personal interest of such officials of a Customer in conclusion and execution of such contract will be fixed. This interest is the possibility of receiving by the specified officials of a Customer of income in the form of money, valuables and other property, including property rights or services, as well as other benefit for itself or for third parties.

23. If the initial (maximum) contract price at implementation of procurement of goods, works and services exceeds the [amount](#) established by the Government of the Russian Federation, the duty of the Supplier (Contractor, Performer) to provide information on all Co-executors, Subcontractors who the contract or contracts with the Supplier (Contractor, Performer) have concluded, which price or which total price makes more than ten percent of the contract price, has to be specified in the contract.

24. Information specified in [Part 23](#) of this Article is provided to a Customer by the Supplier (Contractor, Performer) within ten days from the moment of conclusion of the contract with Co-executor and Subcontractor. Thus in the contract responsibility for failure to provide the specified information by means of exaction from the Supplier (Contractor, Performer) of a fine in the amount of the one three-hundredth of refinancing rate of the Central Bank of the Russian Federation as of date of payment from the price of the contract, concluded by the Supplier (Contractor, Performer) with Co-executor and Subcontractor according to this Part, has to be provided. The fine shall be imposed for each day of delay in execution of such obligation.

25. In case of failure to provide to a Customer by the Supplier (Contractor, Performer) the information specified in [Part 23](#) of this Article, this information is placed in unified information system. The failure to provide such information by the Supplier (Contractor, Performer) does not involve the invalidity of the concluded contract on this ground.



26. The condition on bank maintenance of the contract in cases established according to [Article 35](#) of the present Federal Law is included in the contract.

27. The indispensable condition on terms of return by a Customer to Supplier (Contractor, Performer) funds contributed as a contract performance security (if such form of a contract performance security is applied by Supplier (Contractor, Performer) is included in the contract.

#### Article 35. Bank maintenance of contracts

1. The Government of the Russian Federation establishes a procedure of bank maintenance of contracts, including also requirements to banks and an order of their selection, conditions of contracts concluded with bank, as well as requirements to content of banks reports.

2. The Government of the Russian Federation, the highest executive body of state power of the subject of the Russian Federation, local administration determine cases of bank maintenance of contracts which subject are goods deliveries, works performance and rendering services respectively for federal needs, needs of the subject of the Russian Federation, municipal needs, in the form of regulations of the Government of the Russian Federation, regulations of the highest executive body of state power of the subject of the Russian Federation, municipal legal acts.

3. Calculations during execution of the contract accompanied by bank are reflected in accounts which are opened in this bank.

#### Article 36. Cancellation of determination of Supplier (Contractor, Performer)

1. A Customer has the right to cancel determination of Supplier (Contractor, Performer) for one and more lot, except for carrying out a request for proposals, no later than five days before the expiration date of deadline for applications for participation in tender or auction, or no later than two days before the expiration date of deadline for applications for quotations. After placement in the unified information system of the notice on cancellation of determination of Supplier (Contractor, Performer) a Customer has no right to open envelopes with applications of participants of procurement or to provide access to applications submitted in electronic form. In this case a Customer no later than the next working day after date of decision-making on cancellation of determination of Supplier (Contractor, Performer) is obliged to make corresponding changes to the plan-schedule.

2. After the term of cancellation of determination of Supplier (Contractor, Performer) according to [Part 1](#) of this Article and up to the contract conclusion, a Customer has the right to cancel determination of Supplier (Contractor, Performer) only in case of force majeure circumstances according to the civil legislation.

3. The decision on cancellation of determination of Supplier (Contractor, Performer) is placed in the unified information system in day of decision-making, as well as immediately is brought to the attention of participants of procurement who have submitted applications (if a Customer has information for communication with these participants). Determination of Supplier (Contractor, Performer) is considered cancelled from the placement of the decision on its cancellation in unified information system.

4. At cancellation of determination of Supplier (Contractor, Performer) a Customer does not bear liability to participants of procurement who have submitted applications, except for case if owing to cancellation of determination of Supplier (Contractor, Performer) losses as a result of unfair actions of a Customer are caused to participants of procurement.

#### Article 37. Anti-dumping measures during tender and auction

1. If during tender or auction the initial (maximum) price of the contract is more than fifteen million rubles and the participant of procurement, with whom the contract is concluded, proposed the contract price which is twenty five percent or more below the initial (maximum) the contract price, the contract is concluded only after providing by such participant of a contract performance security in the amount exceeding by one and a half times the amount of a contract performance security, specified in

documentation on tender or auction, but not less than advance payment (if the contract provides for advance payment).

2. If during tender or auction the initial (maximum) contract price is fifteen million rubles or less and the participant of procurement, with whom the contract is concluded, proposed the contract price which is twenty five percent or more below the initial (maximum) the contract price, the contract is concluded only after providing by such participant of a contract performance security in the amount specified in [Part 1](#) of this Article, or information confirming the integrity of such participant for date of application according to [Part 3](#) of this Article.

3. The information contained in the register of contracts and confirmed execution by participant within not less than one year before date of application for participation in tender or auction of three contracts (thus all contracts have to be executed without the use to such participant of penalties (fines, penalty fees)) or of four or more contracts (thus not less than seventy five percent of contracts have to be executed without the use to such participant of penalties (fines, penalty fees)) is the information confirming the integrity of such participant of procurement. In these cases the price of one of contracts shall be not less than twenty percent of the price at which the participant of procurement offered to conclude the contract according to [Part 2](#) of this Article.

4. In case of tender the information provided by [Part 3](#) of this Article is provided by the participant of procurement as a part of the tender application. Procurement commission rejects such application in case of recognition of this information as doubtful. Decision on the rejection of such application is fixed in the protocol of determination of Supplier (Contractor, Performer) with indication of reasons for rejection of such application, is brought to the attention of participant of procurement who has directed the application, no later than the working day following the day of signing of the specified protocol. If participant of procurement in the case provided by [Part 2](#) of this Article didn't provide the information as a part of tender application confirming his integrity according to [Part 3](#) of this Article, the contract with this participant is concluded after providing a contract performance security in the amount half as much again the amount of a contract performance security specified in tender documentation, but not less than advance payment (if the contract provides for advance payment).

5. In case of auction the information provided by [Part 3](#) of this Article is provided by procurement participant to a Customer with the signed draft contract. If such participant recognized as the auction winner does not fulfill this requirement or the procurement commission recognizes the information provided by [Part 3](#) of this Article as doubtful, the contract with such participant is not concluded and he is admitted evaded from the contract conclusion. In this case the decision of procurement commission is recorded and placed in unified information system, and is brought to the attention of all auction participants no later than the working day following the day of signing of the specified protocol.

6. Security specified in [Parts 1](#) and [2](#) of this Article is provided by the procurement participant with whom the contract is concluded prior to its conclusion. The procurement participant who hasn't fulfilled this requirement, is recognized evaded from the contract conclusion. In this case evasion of the procurement participant from the contract conclusion is drawn as the protocol which is placed in the unified information system and is brought to the attention of all procurement participants no later than the working day following the date of signing of the specified protocol.

7. During tenders for the contracts conclusion for research, development or technological works, rendering consulting services, a Customer has the right to establish in tender documentation various importance values of criteria of an application evaluation for cases of filing by the tender participant of the application containing the proposal on the contract price, which is:

- 1) Up to twenty five percent lower than the initial (maximum) price of the contract;
- 2) Twenty-five percent and more below the initial (maximum) price of the contract.

8. In cases provided by [Part 7](#) of this Article, the importance values of criteria of the contract price can't be less than ten percent of the sum of the importance values of all criteria of the applications evaluation.

9. If the subject of the contract, for which conclusion a tender or an auction is held, is the delivery of goods necessary for normal life support (food, the means necessary to provide first aid, including specialized, medical care in emergency or urgent form, medicines, fuel), the procurement participant, who has proposed the contract price for twenty five and more percent below the initial (maximum)

price of the contract, is obliged to present to a Customer the justification of the proposed contract price which can include the letter of guarantee from the producer with indication of the price and quantity of delivered goods, the documents confirming existence of goods at the procurement participant, other documents and calculations confirming possibility of the procurement participant to carry out delivery of goods at the proposed price.

10. The justification specified in [Part 9](#) of this Article is represented by:

1) The procurement participant, who has offered the contract price for twenty five and more percent below the initial (maximum) price of the contract, as a part of the tender application during tender. In case of non-performance by such participant of this requirement or recognition by the procurement commission of the proposed contract price unreasonable, the tender application of such participant is rejected. The specified decision of the procurement commission is fixed in the protocol of consideration and evaluation of tender applications or consideration of the only tender application;

2) The procurement participant, with whom the contract is concluded, at the direction to a Customer of the signed draft contract at holding the auction. In case of non-performance by such participant of this requirement, he is recognized evaded from the contract conclusion. At recognition by the procurement commission of the proposed contract price unreasonable, the contract with such participant is not concluded and the right to conclude the contract goes to the auction participant, who proposed the same contract price as the auction winner, or whose the contract price proposal contains the best conditions on the contract price, following after the conditions proposed by the auction winner. In these cases the decision of the procurement commission is drawn as the protocol which is placed in the unified information system and is brought to the attention of all procurement participants no later than the working day following the date of signing of the specified protocol.

11. In case of recognition of the winner of a tender or an auction evaded from the contract conclusion, the requirements of this Article in full extend on the procurement participant, with whom the contract is concluded according to provisions of the present Federal Law.

#### Article 38. Contract service

1. Customers, which the total annual volume of procurement according to the plan-schedule exceeds hundred million rubles, create contract services (creation of special structural division isn't obligatory).

2. If the total annual volume of procurement of a Customer according to the plan-schedule doesn't exceed hundred million rubles and a Customer has no contract service, a Customer appoints an official responsible for implementation of procurement or several procurements, including the execution of each contract (further - contract manager).

3. Contract service works according to the regulation (rules) developed and approved on the basis of [standard regulation](#) (rule), approved by federal executive authority on regulation of contract system in the field sphere of procurement.

4. Contract service and contract manager carry out the following functions and powers:

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Paragraph 1 of Part 4 of Article 38 comes into force since January 1, 2015 ([Article 114](#) of this document).

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1) Develop a procurement plan, are preparing revisions to a procurement plan, place in the unified information system a procurement plan and amendments thereto;

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Paragraph 2 of Part 4 of Article 38 comes into force since January 1, 2015 ([Article 114](#) of this document).

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2) Develop a plan-schedule, are preparing revisions to a plan-schedule, place in the unified information system a plan-schedule and amendments thereto;

3) Carry out preparation and placement in the unified information system of notices on implementation of procurements, procurement documentation and draft contracts, preparation and direction of invitations to take part in determination of Suppliers (Contractors, Performers) closed ways;

4) Provide implementation of procurements, including the conclusion of contracts;

5) Participate in the proceedings on the appeal of results of determination of Suppliers (Contractors, Performers) and carry out preparation of materials for performance of claim work;

6) If necessary organize at procurement planning stage the consultations with Suppliers (Contractors, Performers) and participate in such consultations for definition of a condition of the competitive environment on the corresponding markets of goods, works and services, and for definition of the best technologies and other decisions for state and municipal needs;

7) Carry out other powers provided by the present Federal Law.

5. At procurements centralization according to [Part 1 of Article 26](#) of the present Federal Law a contract service and a contract manager carry out the powers provided by the present Federal Law and haven't been transmitted to corresponding authorized body, authorized institution, which carry out powers on determination of Suppliers (Contractors, Performers). Thus a contract service and a contract manager bear responsibility within their powers.

6. Employees of contract service and a contract manager director should have the higher education or additional professional education in the field of procurement.

#### Article 39. Procurement commission

1. For determination of Supplier (Contractor, Performer), except for procurement at the single Supplier (Contractor, Performer), a Customer forms the procurement commission (further in this Article - commission).

2. Prior to beginning of procurement a Customer makes a decision to form a commission, determines its composition and work procedures, and appoints the commission chairman.

3. A Customer can form the tender, auction and quotation commissions, the commissions for consideration of applications for participation in a proposals request and final proposals, and the unified commissions carrying out functions on procurement through tenders, auctions, requests for quotations, requests for proposals. The number of members of the tender, auction and unified commissions has to be not less than five persons, the number of members of the quotation commission, the commissions for consideration of applications for participation in a proposals request and final proposals has to be not less than three persons.

4. When carrying out tenders for the conclusion of contracts for creating the works of literature or art, for performance (as result of intellectual activity), for financing release or demonstration of national movies, the tender commissions must include creative professionals in the relevant field of literature or art. Such professionals should comprise at least 50% of all members of the tender commission.

5. A Customer includes mostly in the commission those persons who have undergone professional retraining or received advanced qualification in the field of procurement, as well persons who have special knowledge relating to object of procurement.

6. Members of the commission cannot be the natural persons who were involved as experts in an expert assessment of tender documentation and applications for participation in tender, carried out during prequalification selection, an assessment of compliance of tenderer to additional requirements, or the natural persons who are personally interested in results of determination of Supplier (Contractor, Performer), including the natural persons submitted applications for participation in such determination or members of staff of the organizations filed the applications, the natural persons on whom procurement participants are able to influence (including the natural persons who are participants (shareholders) of these organizations, members of their management bodies, creditors of procurement participants), or the natural persons who are married to the head of procurement participant or are close relatives (relatives in the direct ascending and descending line (parents and children, grandfather, grandmother and grandsons), full and not full (having the common father or mother) brothers and sisters), adoptive parents of the head or adopted children of the head of procurement participant, as well as officials, directly effecting control over procurement. If such persons be identified among commission members, the Customer who has made the decision to form the commission must immediately replace them with other natural persons who are not personally interested in results of determination of Supplier (Contractor, Performer), whom procurement participants are not able to influence, as well as the natural persons who do not directly affect control in the field of procurement as officials of the bodies authorized to effect control in procurement.

7. A commission member can only be replaced by a decision of the Customer who made the decision to form the commission.

8. The commission is entitled to exercise its functions if more than 50% of its members are present at a commission meeting. Commission members must be timely informed by the commission chairman about the location, date and time of the meeting. Members of the Commission are not allowed to make a decision by absent voting or delegate their powers to other persons.

9. A decision of the commission made with violation of requirements of the present Federal Law can be appealed by any participant of procurement in the order established by the present Federal Law, and can be declared invalid according to the decision of control body in the field of procurement.

#### Article 40. Specialized organization

1. A Customer has the right to engage on a contract basis a specialized organization for performance of separate functions on determination of Supplier (Contractor, Performer) through a tender or an auction, including for drafting tender documentation, auction documentation, placing in the unified information system notices about an open tender, tender with limited participation, two-stage tender or electronic auction, sending invitations to take part in a closed tender, closed tender with the limited participation, closed two-stage tender or in closed auction, and other functions related to determination of Supplier (Contractor, Performer). A customer forms the procurement commission, determines the initial (maximum) contract price, approves a draft contract and tender or auction documentation, concludes a contract.

2. A specialized organization is selected by a Customer in accordance with the present Federal Law.

3. A specialized organization exercises the functions specified in [Part 1](#) of this Article on behalf of a Customer. Therewith, the rights and responsibilities as a result of implementation of such functions arise for a Customer.

4. A Customer is jointly and severally liable for the damages inflicted upon a natural or a legal person as a result of unlawful actions (omissions) exercised by a specialized organization within powers transferred to it by a Customer on a contract basis and related to determination of Supplier (Contractor, Performer), when the specialized organization was exercising the functions specified in [Part 1](#) of this Article on behalf of a Customer.

5. A specialized organization cannot participate in procurement, under which this organization exercises the functions specified in [Part 1](#) of this Article.

#### Article 41. Experts and expert organizations

1. Customers involve experts and expert organizations in cases provided by the present Federal Law.
2. To execution of examination in cases provided by the present Federal Law, cannot be accepted:
  - 1) Natural persons:
    - a) Who are or within less than two years before the date of execution of examination were officials or workers of Customer, who is performing examination, or of Supplier (Contractor, Performer);
    - b) Who have property interests in the contract conclusion in respect of which examination is executed;
    - c) Who are close relatives (relatives in the direct ascending and descending line (parents and children, grandfather, grandmother and grandsons), full and not full (having the common father or mother) brothers and sisters), adoptive parents or adopted children with head of Customer, members of procurement commission, head of contract service, contract manager, officials or workers of Supplier (Contractor, Performer) or married to them;
  - 2) Legal entities in which a Customer or Supplier (Contractor, Performer) has the right to dispose more than twenty percent of total number of votes relating to voting shares, or more than twenty percent of deposits and shares making the authorized or share capital of legal entities;
  - 3) Natural persons or legal entities, if a Customer or Supplier (Contractor, Performer) directly and (or) indirectly (through a third party) can influence on result of examination executed by this person or these persons.
3. Expert, expert organization shall notify in writing a Customer and Supplier (Contractor, Performer) on an admissibility of their participation in examination execution (including on lack of grounds for non-admission to examination according to [Part 2](#) of this Article).
4. In case of detection as a part of experts, expert organizations of the persons specified in [Part 2](#) of this Article, a Customer has to take the immediate measures directed on attraction for execution of examination of other expert, other expert organization.
5. Additional requirements to experts, expert organizations attracted for execution of examination of delivered goods, performed works and rendered services in the state defense order, as well as features of execution of this examination can be established by the Federal [Law](#) of December 29, 2012 No. 275-FZ "On the state defense order".
6. For execution of examination in cases provided by the present Federal Law, experts and expert organizations have the right to request from a Customer, Supplier (Contractor, Performer) the additional materials relating to the subject of examination.
7. Expert, expert organization, officials of the expert organization are responsible according to the legislation of the Russian Federation for providing false results of examination, expert opinion or deliberately expert opinion, for non-performance by expert, expert organization of the requirement of [Part 3](#) of this Article.
8. If implementation of researches, tests, works performance and rendering services are necessary for execution of examination, and obligatory requirements (obligatory accreditation, licensing, membership in the self-regulating organizations) are established concerning persons, who carry out these actions, according to the legislation of the Russian Federation, selection of experts, expert organizations for execution of this examination has to be carried out from among the persons complying with specified requirements.

#### Article 42. Notice of procurement

A Customer is obliged to place a procurement notice in unified information system, unless otherwise provided by the present Federal Law. Procurement notice should contain, unless otherwise provided by the present Federal Law, the following information:

- 1) Name, location, mailing address, e-mail address, contact phone number, responsible official of a Customer, of specialized organization;
- 2) Summary of terms of the contract containing the name and the description of procurement object taking into account requirements provided by [Article 33](#) of the present Federal Law, information



on quantity and place of goods delivery, which are a contract subject, on place of works performance or rendering services that are a contract subject, as well as delivery time of goods or completion of work or schedule of rendering services, the initial (maximum) price of the contract, financing source. If at the contract conclusion the amount of works on maintenance and (or) repair of equipment and machinery, on rendering communication services, legal services, medical services, educational services, catering services, translation services, services in transportation of goods, passengers and baggage, hotel services, evaluation services cannot be determined, in procurement notice and procurement documentation a Customer specifies the price of spare parts or each spare part to equipment and machinery, the price of unit of work or service. In procurement notice and procurement documentation it has to be specified that payment of work performance or rendering service is carried out at the price of unit of work or service proceeding from the amount of actually performed work or rendered service, at the price of each spare part for equipment and machinery proceeding from number of the spare parts, which deliveries will be carried out during contract execution, but in the amount not exceeding the initial (maximum) price of the contract specified in procurement notice and procurement documentation;

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Paragraph 3 of Article 42 comes into force since January 1, 2016 ([Article 114](#) of this document).

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- 3) Identification code of purchase;
- 4) Restriction of participation in determination of Supplier (Contractor, Performer) established according to the present Federal Law;
- 5) Used method of determination of Supplier (Contractor, Performer);
- 6) Term, place and order of applications filing of procurement participants;
- 7) Size and order of introduction of money as procurement applications security, as well as conditions of bank guarantee (if applicable method applications security is applicable according to the present Federal Law);
- 8) Size of contract performance security, order of providing such security, the requirement to such security, as well as information about bank maintenance of the contract according to [Article 35](#) of the present Federal Law.

#### Article 43. Change and withdrawal of applications

Tender participant, auction participant, participant of request for quotations, participant of request for proposals has the right to change or to withdraw his application before the deadline for applications filing taking into account provisions of the present Federal Law. In this case tender participant, auction participant don't lose the right for the money contributed as tender security. Change of application or notice of its withdrawal is valid, if change is carried out or notice is received by a Customer before the deadline for applications filing.

#### Article 44. Applications security during tenders and auctions

1. A Customer is obliged to establish the requirement to applications security during tenders and auctions. In tender documentation, auction documentation a Customer must specify the amount of applications security according to the present Federal Law and conditions of a bank guarantee (if such method of applications security is applicable according to the present Federal Law). Tender application or closed auction application security can be provided by procurement participant through deposit of money or a bank guarantee. The choice of a method of tender application or closed auction application security is carried out by procurement participant.

2. A procurement participant can provide security of applications for participation in an electronic auction through money depositing.

3. A bank guarantee issued to a procurement participant by the bank for tender application or closed auction application security has to comply with the requirements of [Article 45](#) of the present Federal Law. Period of validity of a bank guarantee provided as application security shall be not less than

two months from the deadline of applications filing.

4. The requirement for security of application for participation in determination of Supplier (Contractor, Performer) applies equally to all procurement participants.

5. If a procurement participant as part of application submitted the documents confirming money depositing as security of application for participation in determination of Supplier (Contractor, Performer), and before the date of consideration and evaluation of applications money didn't arrive in an account, which is specified by a Customer in procurement documentation and on which transactions with money arriving to a Customer are considered according to the legislation of the Russian Federation, it is recognized, that this participant didn't provide application security. This rule isn't applied during an electronic auction.

6. Money, deposited as security of application for participation in determination of Supplier (Contractor, Performer), must be return to the account of procurement participant during tender and closed auction for no more than five working days, and during an electronic auction blocking of such money stops according to [Part 18](#) of this Article for no more than one working day from the date of occurrence of one of the following cases:

1) Signing of the protocol of consideration and evaluation of tender applications, the protocol of consideration of the second parts of applications for participation in an electronic auction, the protocol of the closed auction. Thus return or termination of blocking is carried out in respect of money of all procurement participants, except for the winner of determination of Supplier (Contractor, Performer), to whom such money is returned after the contract conclusion;

2) Cancellation of determination of Supplier (Contractor, Performer);

3) Rejection of the application of a procurement participant;

4) Application withdrawal by a procurement participant before the deadline for application filing;

5) Receipt of application for participation in determination of Supplier (Contractor, Performer) after the deadline for application filing;

6) Excluding of a procurement participant from participation in determination of Supplier (Contractor, Performer) or refusal to conclude a contract with the winner of determination of Supplier (Contractor, Performer) according to [Parts 9 and 10 of Article 31](#) of the present Federal Law.

7. A Customer doesn't return a bank guarantee to a person, who has provided it or to a guarantor in cases specified in [Part 6](#) of this Article, recovery on it isn't made.

8. Money, deposited as application security, during electronic auctions is transferred to the account of an operator of an electronic site in the bank. Incomes received by the operator of an electronic site from placement of money, deposited as application security, are subject to payment to participants of electronic auctions for the placement period of specified money to the account of the operator of an electronic site in the bank, since blocking of specified money before the termination of blocking, according to provisions of this Article under the contract, concluded by the operator of an electronic site with each procurement participant during his accreditation on an electronic site.

9. For the accounting of operations on participation in electronic auctions security on the account of the operator of an electronic site the personal accounts of participants of these auctions are opened.

10. [Requirements](#) for the financial stability of banks (including regarding own funds (capital), assets, profitability, liquidity, property structure) in which a operator of an electronic site opens the accounts for the accounting of money deposited by procurement participants as applications security, the [list](#) of such banks, as well as [requirements](#) for conditions of contracts on maintaining the specified accounts, that are concluded by the operator of an electronic site with bank, are approved by the Government of the Russian Federation.

11. The operator of an electronic site and the bank in which the operator of an electronic site opened an account for money accounting deposited by procurement participants as electronic auctions applications security are jointly liable to such participants for observance of return term of specified money according to requirements of this Article.

12. During an electronic auction the blocking of money deposited by the participant of such auction as application security to an account of the operator of an electronic site is stopped by the operator of an electronic site in cases provided by this Article, in the order established by uniform requirements to functioning of electronic sites, that are defined according to [Part 4 of Article 59](#) of the

present Federal Law by the federal executive authority on regulation of contract system in the field of procurements.

13. Return of the money deposited as applications security isn't carried out, and in case of an electronic auction the money deposited as applications security are transferred to the account which is specified by a Customer and on which according to the legislation of the Russian Federation transactions with the money arriving to a Customer are considered, or payment of sums of money under a bank guarantee in the following cases is carried out:

- 1) Evasion or refusal of procurement participant to conclude the contract;
- 2) Failure to provide to a Customer or provision with violation of the conditions established by the present Federal Law prior to the contract conclusion of the contract execution security;
- 3) Change or withdrawal by procurement participant of the application for participation in determination of Supplier (Contractor, Performer) after the deadline of applications filing.

14. The amount of application security should be from the one second percent to five percent of the initial (maximum) price of the contract or, if during auctions the initial (maximum) price of the contract doesn't exceed three million rubles, one percent of the initial (maximum) price of the contract.

15. If procurement is carried out according to [Articles 28 - 30](#) of the present Federal Law, and the institution or the enterprise of criminal and executive system, the organization of disabled people, the subject of small business or socially oriented non-profit organization is the procurement participant, the amount of application security can't exceed two percent of the initial (maximum) price of the contract.

16. It is possible to take part in an electronic auction in case of presence of funds on the personal account of a procurement participant opened on the operator's account for operations to secure the participation in the electronic auction provided that these funds were not blocked in accordance with [Part 18](#) of this Article, in the amount not less than the application security provided for in the documentation of this auction.

17. Receipt of an application for participation in an electronic auction is a request of a procurement participant to an operator of an electronic site to block operations on the personal account of that participant opened for operations to secure the participation in the electronic auction, in respect of funds in the amount of the above application security.

18. Within one hour upon receipt of an application for participation in an electronic auction, an operator of an electronic site shall block operations on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant who filed the above application in respect of funds in the amount of the above application security. Therewith, blocking shall not be made in the case provided for in [paragraph 5 of Part 11 of Article 66](#) of the present Federal Law.

19. In case of absence of funds on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant who filed an application for this auction in the amount of the above application security which were not blocked in accordance with the present Federal Law, an operator of an electronic site shall return the above application to that procurement participant within one hour upon its receipt.

20. Within one working day from the day of withdrawal of the application for participation in an electronic auction in the cases provided for in [paragraphs 1 - 4 of part 11 of Article 66](#) of the present Federal Law, an operator of an electronic site shall stop blocking of operations on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant, in respect of funds in the amount of the above application security, made upon receipt of the said application in accordance with [Part 18](#) of this Article.

21. In case of withdrawal of the application for participation in an electronic auction in accordance with the procedure established by [Part 14 of Article 66](#) and [Part 9 of Article 69](#) of the present Federal Law, an operator of an electronic site in accordance with [Part 18](#) of this Article shall stop blocking of operations on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant, in respect of funds in the amount of the above application security within one working day upon receipt of a notice of withdrawal of the above application.

22. Within one working day following the day of receipt of protocol by an operator of an electronic site specified in [Part 6 of Article 67](#) of the present Federal Law, in accordance with [Part 18](#) of this Article, an operator of an electronic site shall stop blocking of operations on the personal account

opened for operations to secure the participation in the electronic auction of a procurement participant who was not admitted to participate in this auction, in respect of funds in the amount of application security for participation in it.

23. In accordance with [Part 18](#) of this Article, an operator of an electronic site shall stop blocking of operations on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant who did not participate in this auction, in respect of funds in the amount of application security for participation in it, within one working day from the date of posting a protocol of such auction on the electronic site.

24. Within one working day from the date of posting a protocol on the electronic site provided for in [Part 8 of Article 69](#) of this Federal Law, in accordance with [Part 18](#) of this Article an operator of an electronic site shall stop blocking of operations on the personal account opened for operations to secure the participation in electronic auctions of a procurement participant submitted an application for participation in this auction which is recognized non-compliant with the requirements provided for in the documentation of such auction in respect of funds in the amount of the application security, except as provided for in [Part 27](#) of this Article.

25. Filing an application for participation in an electronic auction by a procurement participant is a consent of that participant to withdraw funds held on his personal account opened for operations to secure the participation in this auction as payment for participation in it which is collected from a person with whom the contract is concluded, in accordance with [Part 6 of Article 59](#) of the present Federal Law.

26. Procurement participant is entitled to dispose of funds on his personal account opened for operations to secure participation in an electronic auction, and which are not blocked to carry out operations on this personal account in accordance with [Part 18](#) of this Article.

27. If within one quarter on one electronic site in respect to the second parts of three of applications for participation in an electronic auction submitted by one participant of such auctions, the auction commission made a decision on non-compliance of above applications with requirements provided in the documentation of such auction on the grounds set forth in [paragraph 1 of Part 6 of Article 69](#) of the present Federal Law (except if the participant has appealed the decision in accordance with the present Federal Law, and based on the results of the appeal it was defined that the above decisions were invalid), upon expiration of thirty days after the date of the last of these decisions, an operator of an electronic site shall transfer to a Customer funds contributed by that participant as security for the last application on the account which is specified by a Customer and which is served for accounting transactions with the funds coming to a Customer in accordance with the legislation of the Russian Federation.

28. At the request of the procurement participant to reimburse funds which were contributed to secure an application for participation in an electronic auction and which are not blocked or blocking is terminated in accordance with the provisions of this Article, the above funds shall be returned to the procurement participant's account within three working days from the date of receipt of that claim by an operator of an electronic site.

29. If a Customer or operator of an electronic site delays fulfillment of obligations provided for in this Article for the timely reimbursement of money or stopping blocking it, a procurement participant, including a participant recognized by Supplier (Contractor, Performer) is entitled to demand payment of penalties. The penalty is imposed for each day of delay of obligations fulfillment starting from the day following the deadline for obligations fulfillment in accordance with this Article. This penalty shall be equal to one three hundredth of refinancing rate of the Central Bank of the Russian Federation valid by the date of payment of penalties from the amount not reimbursed in term or from the amount the blocking of which should be stopped.

#### Article 45. Conditions of a bank guarantee. Register of bank guarantees

1. Customers as applications and contract performance security accept the bank guarantees issued by banks included in the list of banks provided by [Article 176.1](#) of the Tax Code of the Russian Federation that meet the requirements established for adoption of bank guarantees for taxation.

2. A bank guarantee shall be irrevocable and shall contain:

1) The sum of bank guarantee which is subject to payment by a guarantor to a Customer in cases established by [Part 13 of Article 44](#) of the present Federal Law, or the sum of a bank guarantee which is subject to payment by a guarantor to a Customer in case of improper performance of obligations by a principal according to [Article 96](#) of the present Federal Law;

2) The obligations of a principal which proper performance is provided by a bank guarantee;

3) The obligation of a guarantor to pay a Customer a penalty at a rate of 0.1 percent of the sum of money which is subject to payment, for each calendar day of delay;

4) The condition according to which the performance of obligations of a guarantor under a bank guarantee is the actual receipt of sums of money on the account, on which operations with money receiving to a Customer according to the legislation of the Russian Federation are considered;

5) The period of validity of a bank guarantee taking into account requirements of [Articles 43 and 96](#) of the present Federal Law;

6) The suspended condition providing the conclusion of the contract for a bank guarantee on obligations of a principal, arisen from the contract at its conclusion, in case of providing a bank guarantee as a contract performance security;

7) The [list](#) of documents established by the Government of the Russian Federation and provided by a Customer to the bank at the same time with the requirement for payment of the sum of money under a bank guarantee.

3. In case provided by the procurement notice, the procurement documentation, the draft contract concluded with a single Supplier (Contractor, Performer), the condition of the Customer right on indisputable money write-off from the account of a guarantor, if a guarantor in a period of not more than five working days not executed the requirement of a Customer for payment of a sum of money under a bank guarantee, directed before the termination of a period of validity of a bank guarantee is included in a bank guarantee.

4. It is forbidden to include in conditions of a bank guarantee the requirements for submission by a Customer to a guarantor of the judicial acts confirming non-execution by a principal of obligations provided by a bank guarantee.

5. A Customer considers a bank guarantee receipted as a contract performance security within a period not exceeding three working days from the date of its receipt.

6. The ground for refusal of a Customer to accept a guarantee is:

1) Lack of information on a bank guarantee in the register of bank guarantees;

2) Discrepancy of a bank guarantee to the conditions specified in [Parts 2 and 3](#) of this Article;

3) Discrepancy of a bank guarantee to the requirements contained in the procurement notice, the invitation to participate in determination of Supplier (Contractor, Performer), procurement documentation, the draft contract which is concluded with a single Supplier (Contractor, Performer).

7. In case of refusal to accept a bank guarantee, a Customer within the period established by [Part 5](#) of this Article informs the person, who has provided a bank guarantee with the indication of the reasons which have led to refusal.

8. A bank guarantee, which is provided by the procurement participant as tender application or closed auction security or as contract performance security, has to be included in the register of bank guarantees placed in unified information system. [Requirements](#) to a form of a bank guarantee used for purposes of the present Federal law, an [order](#) of conducting and placement in the unified information system of the register of bank guarantees, a [form](#) of the requirement for payment of a sum of money under a bank guarantee are established by the Government of the Russian Federation. At issue of a bank guarantee the bank provides to a principal an extract from the register of bank guarantees.

9. To the register of bank guarantees following information and documents are included:

1) Name, location of the bank which is the guarantor, identification number of the taxpayer or analog of identification number of the taxpayer according to the legislation of the foreign state;

2) Name, location of Supplier (Contractor, Performer) which is the principal, identification number of the taxpayer or analog of identification number of the taxpayer according to the legislation of the foreign state;

3) The sum of money which is subject to payment by a guarantor in case of non-execution the

requirements of the present Federal Law by procurement participant in established cases;

- 4) A period of validity of a bank guarantee;
- 5) A copy of a bank guarantees agreement which is concluded;
- 6) Other information and documents.

10. Information and documents specified in [Part 9](#) of this Article have to be signed with enhanced digital signature of the person authorized to act on behalf of the bank.

11. The bank, which has issued a bank guarantee, shall include information and documents specified in [Part 9](#) of this Article in the register of bank guarantees no later than one working day following the date of its issuance or the date of changes to conditions of bank guarantee.

#### Article 46. Prohibition on negotiation with a procurement participant

1. Conduct of negotiations by a Customer, members of the procurement commissions with a procurement participant in respect of applications for participation in determination of Supplier (Contractor, Performer), final proposals, including in respect of application, final proposal submitted by such participant, isn't allowed before identification of the winner of the specified determination, except for cases provided by the present Federal Law.

2. During an electronic auction conduct of negotiation by a Customer with operator of an electronic platform and operator of an electronic platform with an electronic auction participant isn't allowed if as a result of these negotiations primary conditions for participation in electronic auction and (or) conditions for disclosure of confidential information are created.

#### Article 47. Consequences of violation of provisions of this Chapter

In case of violation of provisions of this Chapter, that regulate determination of Supplier (Contractor, Performer), such determination can be recognized invalid on the claim of the interested person.

### § 2. Determination of Suppliers (Contractors, Performers) through tenders and auctions

#### Article 48. Holding of an open tender

1. An open tender means a tender in which information on procurement is reported by a Customer to unlimited range of persons by placing notice of such tender in unified information system, tender documentation, and uniform requirements are imposed to procurement participants.

2. In all cases a Customer carries out procurement through an open tender, except for cases provided by [Articles 56, 57, 59, 72, 83, 84](#) and [93](#) of the present Federal Law.

3. A Customer develops and approves tender documentation for open tender.

4. The Government of the Russian Federation has the right to establish requirements to the contents, composition and procedures of development of standard tender documentation. Standard tender documentation is obligatory for application by Customers.

5. For development of tender documentation a Customer has the right to attract a specialized organization on the basis of a contract signed according to the present Federal Law.

6. It isn't allowed to collect payment from open tender participants for participation in open tender, except for payment for provision of tender documentation in cases provided by the present Federal Law.

#### Article 49. Notice of an open tender

1. Notice of an open tender is placed by a Customer in the unified information system no later than twenty days before the opening of envelopes with open tender applications and opening of the



access to the open tender applications filed in the form of electronic documents.

2. A customer also can publish a notice of an open tender in any mass media or place this notice in websites in the information and telecommunication network Internet on conditions that such publication or placement is carried out along with placement provided by [Part 1](#) of this Article.

3. In the notice of an open tender a Customer specifies:

- 1) Information provided by [Part 42](#) of the present Federal Law;
- 2) Requirements to participants of an open tender and the exhaustive list of documents which have to be presented by participants of an open tender according to [paragraphs 1 and 2 of Part 1 of Article 31](#) of the present Federal Law;
- 3) Methods of receipt of tender documentation, term, place and order of tender documentation providing;
- 4) Payment (if established), charged by a Customer for tender documentation providing, method and currency of payment;
- 5) Language or languages in which tender documentation is provided;
- 6) Place, date and time of opening of envelopes with open tender applications and (or) opening of access to the open tender applications filed in the form of electronic documents, date of consideration and evaluation of such applications
- 7) Advantages provided by a Customer according to [Articles 28 - 30](#) of the present Federal Law;
- 8) Conditions, restrictions, limitations of the admission of goods originating from the foreign state or group of the foreign states, works and services, performed or rendered by foreign persons respectively, if these conditions, restrictions, limitations are set by a Customer in tender documentation according to [Article 14](#) of the present Federal Law.

4. A customer can decide to introduce changes to the notice of an open tender no later than five days before the deadline for filing the open tender applications. It is not allowed to change the procurement subject and to increase the amount of open tender applications security. Within one day after the above decision is made, a Customer shall place such changes according to the procedures established for placing a notice of an open tender. Therewith, the deadline for filing the open tender applications must be extended so the period between placing such changes and the deadline for filing the open tender applications made no less than ten working days, or if such changes are made to the notice of an open tender concerning a particular lot, the deadline for filing the open tender applications concerning a particular lot has to be prolonged.

#### Article 50. Tender documentation

1. Tender documentation along with information specified in the notice on open tender shall contain:

- 1) Name and description of procurement object and terms of the contract according to [Article 33](#) of the present Federal Law, including justification of the initial (maximum) contract price;
- 2) Information about the currency used in contract pricing and settlement with Suppliers (Contractors, Performers);
- 3) The procedures for applying the official exchange rate of a foreign currency to the Ruble of the Russian Federation, established by the Central Bank of the Russian Federation and used for payment for the contract;
- 4) Under [Part 51](#) of the present Federal Law, requirements to the content, including proposal description of participant of open tender, to form and composition of tender application, as well as to the instruction how to fill it, and establishment of the requirements involving restriction of number of participants of open tender or restriction of access to participation in open tender;
- 5) Information about a Customer's possibility to change the contract terms according to provisions the present Federal Law;
- 6) Information about a customer's possibility to conclude a contract, specified in [Part 10 of Article 34](#) of the present Federal Law, with several participants of open tender on performance of two and more research and development works in relation to the same subject and under the same contract conditions, specified in the tender documentation, comprising the same lot (further – exploratory

research and development), specifying the number of such contracts. In this case the initial (maximum) contract price of a single contract is given as the initial (maximum) contract price. The initial (maximum) contract price of all contracts for exploratory research and development works is the same and the initial (maximum) lot price is the sum of the initial (maximum) prices of all contracts with regard to this lot;

7) The procedures and the deadline for withdrawing the open tender applications, the procedures for return of the open tender applications (including applications which arrived after the termination of a term of these applications), the procedures for making changes to the applications;

8) The procedures, date of the beginning and the deadline for providing explanation of the provisions of the tender documentation to the open tender participants

9) The criteria for open tender applications evaluation, the importance values of these criteria, the procedures for open tender applications evaluation and consideration according to the present Federal Law;

10) The size of open tender application security, and conditions of the bank guarantee (including term of its action);

11) The size and conditions of contract performance security, including each contract in cases provided by [paragraph 6](#) of this Part, proceeding from the initial (maximum) price of a lot proportionally to number of the specified contracts taking into account requirements of [Part 6 of Article 96](#) of the present Federal Law;

12) Information about contract service and contract manager responsible for the contract conclusion, term during which the winner of open tender or other its participant with whom the contract according to the present Federal Law is concluded, has to sign the contract, conditions of recognition of the winner of open tender or this participant evaded from the contract conclusion;

13) Information about the possibility of unilateral refusal of the contract execution according to provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law.

2. Tender documentation must be accompanied by a draft contract (if an open tender has several lots – a draft contract for each lot), which is an integral part of the tender documentation.

3. Placing of tender documentation in the unified information system is carried out by a Customer simultaneously with placing a notice about an open tender. Tender documentation must be available for acquaintance in the unified information system free-of-charge. Providing tender documentation (including on requests of interested persons) prior to placing of a notice about an open tender isn't allowed.

4. After date of placing of an open tender notice, a Customer that received a written application from any interested person within two working days upon receiving such an application must provide tender documentation to such person according to the procedures specified in an open tender notice. The tender documentation shall be provided in the form of the document on paper after the interested person makes payment for providing the tender documentation if such payment is set by a Customer and it is indicated in an open tender notice, except for cases when tender documentation is provided in the form of an electronic document. The size of this payment must not exceed expenses of a Customer for making a copy of tender documentation and delivering it to person who has submitted the specified application by mail. Tender documentation shall be provided in the form of an electronic document free-of-charge, except for a payment which can be raised for providing tender documentation on an electronic medium.

5. Tender documentation placed in unified information system, must comply fully tender documentation provided on requests of interested persons.

6. Upon their own initiative a Customer can decide to introduce changes to the tender documentation no later than five days before the deadline for filing the tender applications. Change of the object of procurement, increase in the amount of applications security for participation in open tender is not allowed. Within one day after a decision to introduce changes to a tender documentation was made, a Customer must place such changes in accordance with the procedures established for placing an open tender notice and within two working days sends them by registered mail or in the form of electronic document to all participants, who were given the tender documentation. Thus the deadline for filing the open tender applications has to be prolonged so that from the date of placement in the

unified information system of such changes to an expiration date of the deadline for filing the open tender applications this deadline made not less than ten working days, except for cases provided by the present Federal Law. If such changes are made to tender documentation concerning a particular lot, the deadline for filing the open tender applications has to be prolonged concerning a particular lot.

7. Any participant of open tender can send a written request to a customer asking to explain provisions of a tender documentation. Within two working days upon receiving such request, a Customer must send an explanation in a written or an electronic form about the provisions of a tender documentation if the request was received by a Customer no later than five days before the deadline for filing the tender applications.

8. Within one working day after forwarding explanations of the provisions of a tender documentation, a Customer must place such explanations in the unified information system specifying the subject of the request but without mentioning the person who filed the request. Explanations of the provisions of tender documentation should not change the essence of tender documentation.

#### Article 51. The procedures for filing open tender applications

1. Applications for participation in open tender are submitted in a form and according to the procedures specified in tender documentation, as well as in a place and before the deadline which are specified in an open tender notice.

2. An open tender participant files a tender application in a written form in a sealed envelope not allowing to look through contents of application before envelope opening, or in a form of an electronic document (if such form of application is allowed by tender documentation). An exemplary application form for participation in open tender can be specified in standard tender documentation. An open tender application shall include all information specified by a Customer in tender documentation, namely:

1) Information and documents about the open tender participant who files an open tender application:

a) Name, company name (if any), location, mailing address (for legal entities), surname, name, patronymic (if any), passport details, place of residence (for natural persons), contact telephone number;

b) An extract from the Unified State Register of Legal Entities or a notary certified copy of such an extract (for legal entities), an extract from the Unified State Register of Individual Entrepreneurs or a notary certified copy of such an extract (for individual entrepreneurs), obtained no earlier than six months before an open tender notice was placed in unified information system, copies of identity documents (for other natural persons), duly certified translation into Russian of the documents on the state registration of a legal entity or a natural person as an individual entrepreneur in accordance with the legislation of the relevant state (for foreign persons);

c) A document confirming powers of a person for exercising actions on behalf of an open tender participant – a legal entity (a copy of decision to appoint or elect, or a copy of order to appoint a natural person to a position, according to which this natural person is entitled to act on behalf of an open tender participant without a power of attorney (further in this Article – a Chief)). If another person is acting on behalf of an open tender participant, an open tender application must also include a power of attorney for exercising actions on behalf of an open tender participant, authenticated with the seal of an open tender participant and signed by Chief (for legal entities) or by a person authorized by this Chief, or a notary certified copy of the power of attorney. If this power of attorney is signed by the person authorized by Chief, an open tender application must also contain a document confirming the powers of this person;

d) Documents confirming compliance of an open tender participant to the requirements to tender participants established by a Customer in tender documentation according to [paragraphs 1 and 2 of Part 1 of Article 31](#) of the present Federal Law, or copies of such documents, as well as the declaration on compliance of an open tender participant to the requirements established according to [paragraphs 3 - 8 of Part 1 of Article 31](#) of the present Federal Law;

e) Copies of the founding documents of an open tender participant (for legal entities);

f) A decision on approving or completing a large transaction or a copy of this decision if the requirement for such a decision in order to complete a large transaction is provided by the legislation of the Russian Federation or by the founding documents of a legal entity, and if for an open tender participant the goods delivery, works performance or rendering services are the subject of the contract, or depositing monetary funds as an open tender application security, contract performance security is a large transaction;

g) Documents confirming the right of an open tender participant in advantages obtaining according to [Articles 28 - 30](#) of the present Federal Law, or certified copies of such documents;

h) Documents confirming the compliance of an open tender participant and (or) goods, works or services offered by this participant with conditions, prohibitions and restrictions, if such conditions, prohibitions and restrictions are set by Customer in tender documentation according to [Article 14](#) of the present Federal Law, or certified copies of such documents;

2) Proposal of an open tender participant concerning the procurement object, and in case of goods procurement also offered price of goods unit, information on the country of origin or the producer of goods;

3) In cases specified in tender documentation, also copies of documents confirming that goods, works and services comply with the requirements established in accordance with the legislation of the Russian Federation (if requirements to such goods, works and services are established in accordance with the legislation of the Russian Federation). Therewith, it is not allowed to require such documents, if under the legislation of the Russian Federation such documents are transferred with goods;

4) The documents confirming good faith of an open tender participant in the case provided by [Part 2 of Article 37](#) of the present Federal Law;

5) Documents confirming introduction of an open tender application security (payment order confirming transfer of money as an open tender application security with a mark of bank, or the copy of this payment order certified by bank or the bank guarantee included in the register of bank guarantees).

3. An open tender application can contain sketches, pictures, drawings, photographs, other images of goods, sample of goods, which are being procured.

4. All sheets in an open tender application, all sheets in a volume of such application must be numbered and bound. An open tender application and a volume of such application must contain list of included documents, must be affixed with the seal of an open tender participant (for legal entities) and signed by an open tender participant or by a person authorized by an open tender participant. Observing these requirements by an open tender participant means that all documents and data included in an open tender application and a volume of an open tender application are filed on behalf of this open tender participant, and he is responsible for the authenticity and accuracy of these documents and data. It is not allowed to set any other requirements for execution of an open tender application, except for the requirements to execution of an open tender application specified in this Part. Improper execution of the requirements that all sheets in such application and volume must be numbered and bound by an open tender participant does not constitute the grounds for not allowing to take part in an open tender.

5. It isn't allowed to demand from an open tender participant other documents and data, except for documents and data provided by [Part 2](#) of this Article.

6. Each envelope with an open tender application, each an open tender application filed in the form of an electronic document, within the period specified in the tender documentation shall be registered by a Customer, a specialized organization. It is not allowed to refuse to accept and register an envelope with an open tender application, on which there is no information about a person who filed this application, and to require to provide such information.

7. An open tender participant has the right to file only one an open tender application concerning each subject of open tender (lot).

8. If several people are planning to create a work of literature or art, execution (as result of intellectual activity), being a contract subject, the joint creative work, the specified people shall file one open tender application and they are considered as one open tender participant.

9. If a tender documentation provides the right of a Customer to conclude contracts for two and more exploratory research and development works with several procurement open tender participants,

an open tender participant has the right to file an open tender application (lot) only concerning one exploratory research and development work.

10. Submit of the open tender applications stops with approach of deadline of opening of envelopes with open tender applications or opening of access to open tender applications submitted in the form of electronic documents.

11. A Customer, a specialized organization provide safety of envelopes with the open tender applications, security, inviolability and confidentiality of the applications submitted in the form of electronic documents and provide consideration of the contents of open tender applications only after opening of envelopes with applications or after opening of access to the applications submitted in the form of electronic documents according to the present Federal Law. Persons which are carrying out storage of envelopes with open tender applications, including open tender applications submitted in the form of electronic documents have no right to allow damage of these envelopes, to carry out opening of access to such applications until opening of envelopes with open tender applications or opening of access to open tender applications submitted in the form of electronic documents according to the present Federal Law.

12. The envelope with the open tender applications arrived after the expiration of submission of applications isn't opened and in case on the envelope with such application the information on person submitted this application, including the postal address is specified, such envelope is returned to a Customer, specialized organization in the order established by tender documentation. Opening of access to the open tender applications submitted in the form of electronic documents of documents after the expiration of submission of applications isn't carried out.

13. If only one an open tender application is filed or no open tender applications are filed by the deadline for filing the applications, the open tender is recognized void. If a tender documentation specifies two and more lots, the tender is recognized void only with regard to those lots for which only one open tender application is filed or no open tender applications are filed.

Article 52. Opening of envelopes with open tender applications and opening of access to the open tender applications filed in the form of electronic documents

1. Tender commission opens envelopes with open tender applications and (or) access to the open tender applications filed in the form of electronic documents after approach of the deadline specified in tender documentation as deadline of open tender applications. Envelopes with open tender applications are opened, access to the open tender applications filed in the form of electronic documents is opened publicly on the day, at the location and according to the procedures specified in tender documentation. Opening of envelopes with open tender applications and opening of access to the open tender applications filed in the form of electronic documents shall take place on the same day.

2. Customer shall provide an opportunity to all open tender participants which has filed applications for participation in tender, or to their representatives to be present at opening of envelopes with open tender applications and (or) opening of access to the open tender applications filed in the form of electronic documents. Customer is recognizes fulfilled this duty, if open tender participants have an opportunity to receive in real time full information on opening of envelopes with open tender applications and (or) on opening of specified access.

3. Directly before opening of envelopes with open tender applications and (or) opening of access to the open tender applications filed in the form of electronic documents or if an open tender has several lots – before opening of these envelopes and (or) opening of access to the open tender applications filed in the form of electronic documents for each lot, the tender commission must announce to the tender participants attending the applications opening and (or) opening of specified access that there is a possibility to file the applications, change or withdraw the applications before envelopes opening and (or) opening of specified access. Tender commission declares consequences of filing of two and more open tender applications by one tender participant.

4. Tender commission opens envelopes with open tender applications and access to the open tender applications filed in the form of electronic documents, if a Customer received these envelopes before the applications opening and (or) opening of specified access. If the fact is established that an

open tender participant has filed two and more applications for the same lot and the applications that were filed earlier have not been withdrawn by the participant, all applications filed by the open tender participant for this lot shall not be considered and must be returned to the participant.

5. If a tender documentation provides for the rights of a Customer to conclude contracts for two and more exploratory research and development works with several tender participants, a tender application filed simultaneously for two and more such works shall not be considered and shall be returned to the tender participant that filed the application.

6. Information on the day, time and place of opening of envelopes with open tender applications and opening of access to the open tender applications filed in the form of electronic documents, name (for legal entity), surname, name, patronymic (if any) (for natural person) and mailing address of each open tender participant, whose envelope with application is being opened or the access to whose tender application filed in the form of electronic documents is being opened, information and documents specified in tender documentation, contract execution conditions specified in the open tender application and constitute the criteria for applications evaluation, shall be announced at opening of these envelopes and opening of specified access and entered in the protocol. If by the deadline for filing the open tender applications, only one application is filed or no applications are filed, it should be entered in the protocol that the open tender is recognized void.

7. Protocol for opening of envelopes with open tender applications and opening of access to the open tender applications filed in the form of electronic documents is kept by a tender commission and must be signed by all present members of the tender commission immediately after opening of these envelopes and opening of access to the open tender applications filed in the form of electronic documents, shall be placed in the unified information system no later the working day following the day when the protocol was signed. When open tender is carried out for the contract conclusion on performance of exploratory research and development works, if it is allowed to conclude the contracts with several procurement participants, as well as on performance of two or more exploratory research and development works, the protocol is placed in the unified information system within there working days following the day when the protocol was signed.

8. A Customer must make an audio-recording of opening of envelopes with open tender applications and (or) opening of access to the open tender applications filed in the form of electronic documents. Any open tender participant who is present at opening of envelopes with open tender applications and (or) opening of access to the open tender applications filed in the form of electronic documents has the right to make an audio- or video-recording of these envelopes and opening of specified access.

#### Article 53. Tender applications consideration and evaluation

1. The term of consideration and evaluation of tender applications can't exceed twenty days from the date of opening of envelopes with these applications and (or) opening of access to the open tender applications filed in the form of electronic documents. A Customer has the right to prolong the term of consideration and evaluation of tender applications for goods delivery, works performance or rendering services in the field of science, culture or art, but no more than for ten working days. Thus within one working day from the date of making decision on the extension of term of consideration and evaluation of these applications, a Customer sends the corresponding notice to all tenderer who have filed tender applications, as well as places the specified notice in unified information system.

2. Tender application is considered as valid if it meets the requirements of the present Federal Law, the notice on procurement implementation or the invitation to participate in a closed tender, and tender documentation, and procurement participant who filed this application and complies with requirements to procurement participant specified in tender documentation.

3. Tender commission rejects a tender if a tenderer who filed this application does not meet the requirements to tenderer specified in tender documentation, or this application is recognized non-complying with requirements specified in tender documentation.

4. Results of consideration of tender applications are fixed in a protocol of consideration and evaluation of tender applications.



5. Tender commission evaluates the tender applications, which were not rejected, for determination of the tender winner on the basis of the criteria specified in tender documentation.

6. If on the results of consideration of tender applications the tender commission rejected all these applications, or only one this application complies with the requirements specified in tender documentation, the tender is declared void.

7. Based on the results of tender applications evaluation a tender commission assigns an ordinal number to each application in decreasing order of profitability of the contract conditions. The tender application that has the best contract condition is assigned the first number. If several tender applications have the same contract conditions, a lower ordinal number is assigned to the tender application that was received earlier than other tender applications that have the same conditions.

8. The winner of a tender is recognized the tenderer that proposed the best contract conditions based on criteria specified in tender documentation, and whose tender application is assigned the first number.

9. If tender documentation provides for the right of a Customer to conclude a contract with several tender participants in cases specified in [Part 10 of Article 34](#) of the present Federal Law, including for exploratory research and development works, a tender commission assigns the first number to several tender applications that have the best contract conditions. The number of the tender applications that are assigned the first number must be equal to the number of these contracts specified in tender documentation.

10. Results of consideration and evaluation of tender applications are fixed in the protocol of consideration and evaluation of such applications, this protocol has to contain the following information:

- 1) Location, date and time of consideration and evaluation of tender applications;
- 2) Information on the tenderers whose tender applications were considered;
- 3) Information on tender participants, whose tender applications have been rejected with the indication of the reasons for rejection, including provisions of the present Federal Law and provisions of tender documentation to which these applications do not correspond, the proposals contained in tender applications and non-complying with requirements of tender documentation;
- 4) The decision of each commission member on rejection of tender applications;
- 5) The procedures for tender applications evaluation;
- 6) Assigned values to the tender applications provided for each of the evaluation criteria of the tender applications;
- 7) The decision made on the basis of tender applications evaluation and consideration on assigning the ordinal numbers to the tender applications;
- 8) Names (for legal entities), surnames, names, patronymics (if any) (for natural persons) and mailing addresses of the tenderers, whose bids were assigned the first and the second numbers.

11. Results of consideration of the single tender application for its compliance with the requirements of tender documentation are fixed in the protocol of consideration of the single tender application, this protocol has to contain the following information:

- 1) Location, date and time of consideration of this application;
- 2) Name (for legal entity), surname, name, patronymic (if any) (for natural person) and mailing addresses of a tenderer, who filed the single tender application;
- 3) The decision of each commission member on compliance of this application with the requirements of the present Federal Law and tender documentation;
- 4) The decision on possibility of the contract conclusion with a tenderer, who filed the single tender application;

12. The protocols specified in [Parts 10](#) and [11](#) of this Article shall be made in two copies, which must be signed by all present members of tender commission. To these protocols are applied proposal of tenderer contained in tender applications about the price of unit of good, work or service, the country of origin and the producer of goods. One copy of each of these protocols shall be kept by a Customer, other copy within three working days after its signing shall be forwarded to the tender winner or to the tenderer who filed the single tender application, and a draft contract that is drawn by including the contract execution conditions offered by the tender winner or by the tenderer who filed

the single tender application is attached. A protocol of consideration and evaluation of tender applications, a protocol of consideration of the single tender application with the specified appendices are placed by a Customer in the unified information system no later than the working day following the date of signing of these protocols.

13. Any tender participant, including a tenderer who filed the single tender application, after placement in the unified information system of a protocol of consideration and evaluation of tender applications, a protocol of consideration of the single tender application has the right to send in writing or in the form of the electronic document to a Customer request for giving explanations of tender results. Within two working days from the date of receipt of this request a customer is obliged to provide in writing or in the form of the electronic document to tender participant the corresponding explanations.

14. Any tenderer, including tenderer who filed the single tender application, has the right to appeal against tender results in the [order](#) established by the present Federal Law.

15. The protocols drawn in course of a tender, tender applications, tender documentation, changes to the tender documentation, explanations of the tender documentation, as well as the audio-recording of opening the tender applications envelopes and (or) opening access to the tender applications filed in the form of electronic documents shall be kept by a Customer no less than three years.

#### Article 54. Concluding the contract based on the tender results

1. On tender results a contract is concluded under the conditions specified in tender application filled by a tenderer with whom the contract is concluded, and in tender documentation. When concluding the contract, the contract price cannot exceed the initial (maximum) contract price, specified in the tender notice.

2. A contract is concluded no earlier than ten days and no later than twenty days after the protocol of consideration and evaluation of tender applications was placed in unified information system, and in a closed tender – after the day when this protocol was signed. The contract is concluded only after provision by the tenderer of the contract performance security according to requirements of the present Federal [Law](#).

3. Within fifteen days from the date of receipt from a Customer of the draft contract (without the signature of Customer) the tender winner shall sign the contract and submit all copies of the contract to a Customer. The tender winner at the same time is obliged to submit with the contract to a Customer the documents confirming the provision the contract performance security in the amount of which is provided by tender documentation or by [Part 1 of Article 37](#) of the present Federal Law. If the tender winner is not fulfilled the requirements of this Part, such winner admits evaded from the contract conclusion.

4. If the tender winner evaded the contract conclusion, a Customer has the right to appeal to court with the action for damages caused by evading the contract conclusion in the part which hasn't been covered with the sum of tender application security, or to conclude the contract with the tenderer whose tender application has been assigned the second number.

5. If a tenderer, whose tender application has been assigned the second number, agrees to sign a contract, a draft contract is formed by a Customer by inclusion in a draft contract attached to the tender documentation of conditions of the contract execution proposed by this tenderer. A draft contract is subject to the direction by a Customer to this tenderer within a period not exceeding ten days from the date of recognition of the tender winner evaded from the contract conclusion. A tenderer, whose tender application has been assigned the second number, has the right to sign the contract and to send it to a Customer in an order and in terms which are provided by [Part 3](#) of this Article, or to refuse the contract conclusion. Along with signed copies of the contract this tenderer shall provide the contract performance security.

6. If a tenderer, whose tender application has been assigned the second number, does not submit to a customer on the term established by this Article the copies of the contract signed by this tenderer and the contract performance security, it is considered evasion of this tenderer from the contract conclusion. In this case a tender shall be recognized void.

7. Within ten days from the date of receipt from the tender winner or a tenderer, whose tender application has been assigned the second number, of the signed contract with attachment of the documents confirming the provision the contract performance security, a Customer is obliged to sign the contract and to send one copy of the contract to a person with whom the contract is concluded or to his representative, or to send one copy of the contract by mail to a person with whom the contract is concluded. If a Customer didn't make the actions provided by this Part, he is recognized evaded from the contract conclusion. If a customer evaded the contract conclusion with the tender winner or a tenderer, whose tender application has been assigned the second number, this winner or this tenderer has the right to appeal to court with the claim for compulsion of a Customer to sign the contract and with the action for damages caused by evasion of a Customer from the contract conclusion.

8. Monetary funds deposited as a tender application security shall be returned to the tender winner in the terms provided by [Part 6 of Article 44](#) of the present Federal Law.

9. In case of existence of the judicial acts adopted by court or arbitration court, or force majeure interfering signing of the contract of one of the parties in terms established by this Article, this party is obliged to notify other party on existence of such judicial acts or such circumstances within one day. Thus the terms established by this Article are suspended for the period of execution of such judicial acts or for the period of validity of such circumstances, but no more than for thirty days. In case of cancellation, modification or execution of such judicial acts or cancellation of such circumstances, the relevant party is obliged to notify other party no later than the day following the date of cancellation, modification or execution of such judicial acts or cancellation of such circumstances.

#### Article 55. Consequences of recognizing a tender void

1. A customer concludes a contract with a single Supplier (Contractor, Performer) according to [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law, if tender is recognized void on the bases provided by:

1) [Part 13 of Article 51](#) of the present Federal Law because after the deadline for tender applications only one application is filed, and this application conforms to the requirements of the present Federal Law and tender documentation;

2) [Part 6 of Article 53](#) of the present Federal Law because by results of consideration of tender applications only one application conforms to the requirements of the present Federal Law and tender documentation;

3) [Part 9 of Article 56](#) of the present Federal Law because by results of prequalification selection only one procurement participant conforms to established unified requirements, to additional requirements and application of such participant conforms to the requirements of the present Federal Law and tender documentation.

2. A Customer makes changes to the plan-schedule (if necessary also in the procurement plan) and carries out re-tender according to [Part 3](#) of this Article or new procurement, if tender is recognized void on the bases provided by:

1) [Part 13 of Article 51](#) of the present Federal Law because after the deadline for tender applications it isn't filed any such application;

2) [Part 6 of Article 53](#) of the present Federal Law by results of consideration of tender applications a tender commission rejected all such applications;

3) [Part 9 of Article 56](#) of the present Federal Law because by results of prequalification selection no one procurement participant conforms to established unified requirements and additional requirements.

3. A Customer places notice of re-tender in the unified information system not less than in ten days prior to date of opening of envelopes with open tender applications and opening of access to the open tender applications filed in the form of electronic documents. Thus the procurement object of, quantity of goods, volume of work or service, requirements to procurement participants and procurement object, contract conditions containing in tender documentation and in draft contract, must comply with requirements and conditions which contained in tender documentation of a tender recognized void, except for term of a contract which has to be prolonged for term not less than the term

necessary for re-tender, and except for the initial (maximum) price of the contract which can be increased no more than by ten percent of the initial (maximum) price of the contract provided by tender documentation of a tender recognized void. Re-tender is carried out according to provisions of the present Federal Law on an open tender taking into account provisions of this Article. In case of establishment to re-tender participants of uniform requirements and additional requirements, provisions of [Article 56](#) of the present Federal Law taking into account provisions of this Article are applied during re-tender.

4. If re-tender is recognized void on the bases provided by [paragraphs 1 - 3 of Part 2](#) of this Article, a Customer makes changes to the plan-schedule (if necessary also in the procurement plan) and carries out this procurement through request for proposals according to [paragraph 8 of Part 2 of Article 83](#) of the present Federal Law (procurement object can't be changed) or otherwise according to the present Federal Law.

5. If two-stage tender is recognized void on the bases provided by [Part 10 of Article 57](#) of the present Federal Law, a Customer makes changes to the plan-schedule (if necessary also in the procurement plan) and carries out procurement again.

6. If two-stage tender is recognized void on the bases provided by [Part 15 of Article 57](#) of the present Federal Law because after the deadline for two-stage tender applications it isn't filed any such application, or a tender commission rejected all such applications, a Customer makes changes to the plan-schedule (if necessary also in the procurement plan) and carries out re-tender according to [Part 3](#) of this Article with participation of an unlimited range of persons or carries out procurement again.

7. If two-stage tender is recognized void on the bases provided by [Part 15 of Article 57](#) of the present Federal Law because after the deadline for two-stage tender applications only one such application is filed, and such application conforms to the requirements of the present Federal Law and tender documentation, or by results of consideration of two-stage tender applications only one application conforms to the requirements of the present Federal Law and tender documentation, a Customer concludes a contract with the single Supplier (Contractor, Performer) according to [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law.

#### Article 56. Features of tender with limited participation

1. A tender with limited participation means a tender in which information on procurement is reported by a Customer to unlimited range of persons by placing notice of such tender in the unified information system and tender documentation, and uniform and additional requirements are imposed to procurement participants, the winner of such tender is determined from among the procurement participants who have passed prequalification selection.

2. Tender with limited participation is applied if goods deliveries, works performance and rendering services because of their technical and (or) technological complexity, innovative, hi-tech or specialized character, as well as if works on preservation of objects of cultural heritage (history and culture monuments) of the Russian Federation, restoration of museum objects and museum collections included in Museum Fund of the Russian Federation, documents of Archive Fund of the Russian Federation, the most important and rare documents which are a part of library stocks, works performance and rendering services connected with necessity of admission of Contractors, Performers to databases of museums, archives, libraries, to storages (depositories) of museum, to security systems of museum objects and museum collections, archival documents, library stocks only Suppliers (Contractors, Performers) with a necessary skill level are capable to carry out. The [list](#) of cases and (or) order of reference of goods, works and services to goods, works and services, which because of their technical and (or) technological complexity, innovative, hi-tech or specialized character only Suppliers (Contractors, Performers) with a necessary skill level are capable to carry out, perform and render, are established by the Government of the Russian Federation.

3. During tender with limited participation provisions of the present Federal Law on an open competition taking into account the features determined by this Article are applied.

4. With respect to participants of tender with limited participation the requirements established by [Part 1 of Article 31](#) of the present Federal Law are imposed along with the additional requirements

according to [Part 2 of Article 31](#) of the present Federal Law. Thus the additional requirements are applied for prequalification selection and can't be used as criterion of evaluation of tender with limited participation applications.

5. Notice of tender with limited participation and tender documentation have to contain information provided by [Articles 49 and 50](#) of the present Federal Law along with a reference to the additional requirements to procurement participants established according to [Part 4](#) of this Article.

6. Tender with limited participation application along with information provided by [Part 2 of Article 51](#) of the present Federal Law shall contain the documents confirming compliance of procurement participants to additional requirements, or the copies of such documents certified by participant.

7. Within no more than ten working days from the date of opening of envelopes with tender with limited participation applications and opening of access to the tender applications filed in the form of electronic documents, a Customer makes prequalification selection for determination of procurement participants who conform to the requirements established by Customer according to [Part 4](#) of this Article.

8. Results of prequalification selection with justification of the decisions made by a Customer, including the list of procurement participants conforming to established requirements, are fixed in the protocol of prequalification selection which is placed in the unified information system within three working days from the date of summarizing the results of prequalification selection. Results of prequalification selection can be appealed in control body in the field of procurement not later than ten days from the date of placement in unified information system of the specified protocol in the order established by the present Federal Law.

9. If by results of prequalification selection no one procurement participant conforms to established unified requirements and additional requirements, or only one procurement participant conforms to established unified requirements and additional requirements, tender with limited participation is recognized void.

10. Results of consideration of tender with limited participation applications are fixed in a protocol of consideration and evaluation of tender applications, this protocol is subject to placement by Customer in the unified information system within ten days from the date of summarizing the results of prequalification selection.

#### Article 57. Features of two-stage tender

1. A two-stage tender means a tender in which information on procurement is reported by a Customer to unlimited range of persons by placing notice of such tender in the unified information system and tender documentation, and uniform requirements or uniform and additional requirements are imposed to procurement participants, the two-stage tender participant who participated in both stages of such tender (including who has passed prequalification selection at the first stage in case of establishment of additional requirements to participants of such tender) and offered the best conditions of contract execution by results of the second stage of such tender is recognized the winner of such tender.

2. A Customer has the right to hold two-stage tender according to the present Federal Law if the following conditions are met simultaneous:

1) Tender is held for a contract conclusion on carrying out scientific researches, design works (including architectural and construction design), experiments, researches, on delivery of innovative and hi-tech production, energy service contract, as well as for creation of work literature or art, performance (as result of intellectual activity);

2) For specification of characteristics of procurement object it is necessary to discuss it with procurement participants.

3. During two-stage tender provisions of the present Federal Law on an open tender taking into account the features determined by this Article are applied. Placement of the notice of two-stage tender and tender documentation is carried out in an order and in terms which are established by [Articles 49 and 50](#) of the present Federal Law. In case of establishment of uniform requirements and additional



requirements to participants of two-stage tender during the first stage of two-stage tender, provisions of [Article 56](#) of the present Federal Law concerning carrying out prequalification selection, taking into account the features determined by this Article are applied.

4. During two-stage tender at the first stage the participants of two-stage tender are obliged to submit initial tender applications containing proposals for procurement object without specifying proposals for the contract price. Providing tender application security for participation in such tender at the first stage isn't required.

5. At the first stage of two-stage tender the tender commission carries out with its participants, who have filed initial applications for participation in such tender according to provisions of the present Federal Law, discussion of any proposals of tender participants in respect of procurement object. At discussion of the proposal of each two-stage tender participant the tender commission is obliged to provide equal opportunities for participation in these discussions to all two-stage tender participants. At discussion of the proposal of each tender participant all its participants have the right to be present.

6. The term of the first stage of two-stage tender can't exceed twenty days from the date of opening of envelopes with initial applications for participation in such tender and opening of access to the initial applications filed in the form of electronic documents.

7. Results of discussion at the first stage of two-stage tender are fixed by tender commission in the protocol of tender first stage. This protocol is signed by all present tender commission members at the end of the first stage of such tender and no later than the working day following the date of signing of the specified protocol, and these results are placed in unified information system.

8. In the protocol of the first stage of two-stage tender information on place, date and time of the first stage of two-stage tender, name (for legal entity), surname, name, patronymic (if any) (for natural person) and mailing address of each tender participant, whose envelope with application is being opened or the access to whose tender application filed in the form of electronic documents is being opened, proposals for procurement object are specified.

9. By results of the first stage of the two-stage tender recorded in the protocol of the first stage of such tender, a Customer has the right to specify procurement conditions, namely:

1) Any requirement to functional, technical, qualitative or operational characteristics of procurement object specified in tender documentation. A Customer has the right to add the specified characteristics with new characteristics which conform to requirements of the present Federal Law;

2) Any criterion of evaluation of tender applications specified in tender documentation. A Customer has the right to add the specified criteria with the new criteria meeting the requirements of the present Federal Law only to the extent that this addition is required as a result of change of functional, technical, qualitative or operational characteristics of procurement object.

10. If by results of prequalification selection at the first stage of the two-stage tender no one procurement participant conforms to established unified requirements and additional requirements, or only one procurement participant conforms to these requirements, two-stage tender is recognized void.

11. About any amendment made according to [Part 9](#) of this Article, a Customer informs the participants of two-stage tender in invitations to file final two-stage tender. These changes are specified in tender documentation placed in the unified information system in day of sending of these invitations.

12. At the second stage of two-stage tender the tender commission proposes all participants of two-stage tender, who took part in its first stage, to file final two-stage tender applications with the contract price, taking into account conditions of procurement revised after the first stage of such tender. In this case a Customer establishes the requirement on the specified applications security according to provisions of [Article 44](#) of the present Federal Law.

13. A two-stage tender participant, who took part in its first stage, has the right to refuse to participate in the second stage of two-stage tender.

14. Participants of the first stage of two-stage tender file the final two-stage tender applications, these applications are considered and evaluated by tender commission according to provisions of the present Federal [Law](#) on an open tender within the terms established for open tender and started from the date of opening of envelopes with final two-stage tender applications.

15. If only one final two-stage tender application is filed or no open such tender applications are filed by the deadline for filing the applications, or only one application conforms to the requirements of



the present Federal Law and tender documentation, or tender commission rejected all these applications, the two-stage tender is recognized void.

#### Article 58. Involvement of experts, expert organizations during tenders

During tenders for an expert evaluation of tender documentation and tender applications, for evaluation of compliance of tender participants during prequalification selection of tender participants to additional requirements, a Customer has the right to involve experts and expert organizations.

#### Article 59. Auction in the electronic form (electronic auction)

1. An auction in the electronic form (electronic auction) is an auction during which a Customer announces a procurement information to the unlimited number of persons by posting a notice about an electronic auction in the unified information system; uniform requirements and additional requirements are imposed to the procurement participants; an electronic auction is carried out on a electronic site controlled by its operator.

2. A Customer is obliged to conduct an electronic auction in case of procurement of goods, works and services included in the [list](#) established by the Government of the Russian Federation, or a supplementary list established by the highest executive body of state authority of the Russian Federation for procurement of goods, works and services for the needs of the subject of the Russian Federation. Inclusion of goods, works and services in the specified lists is carried out when all the following conditions are fulfilled:

- 1) It is possible to formulate a detailed and accurate description of the procurement;
- 2) Criteria for determining the winner of this auction have a quantitative and monetary evaluation.

3. A Customer is entitled to conduct an electronic auction for procurement of goods, works and services not included in the list specified in [Part 2](#) of this Article.

4. For the purposes of this Federal Law an electronic site is a web-site in the information and telecommunication network "Internet", where electronic auctions are organized. An electronic site operator is a legal entity regardless of its organizational legal form, form of ownership, location and the place of origin of the capital, or an individual entrepreneur whose the state registration is made in the territory of the Russian Federation, who own an electronic site, hardware and software necessary for its functioning, and organize these electronic auctions under the law of the Russian Federation on contract system of procurements. The Government of the Russian Federation shall establish a procedure and conditions for selection of operators of electronic sites. According to the results of the selection of operators of electronic sites the Government of the Russian Federation shall determine a list of such operators. Operation of electronic sites is carried out in accordance with the uniform requirements set by the federal executive authority on regulation of the contract system of procurements.

5. An electronic site operator cannot charge a Customer a fee for organizing an electronic auction.

6. Participants of an electronic auction cannot be charged for accreditation to an electronic site and for participation in an electronic auction, except the fee paid by the person with whom the contract will be concluded in accordance with the Act of the Government of the Russian Federation provided for in [Part 4](#) of this Article which establishes the procedure and conditions for selection of operators of electronic sites.

#### Article 60. Specifics of document flow for electronic auctions

1. Exchange of information related to obtaining accreditation to an electronic site and organization of electronic auctions between the procurement participants, a Customer, an operator of an electronic site is carried out on electronic site in the form of electronic documents.

2. Documents and information forwarded in the electronic form by a procurement participant and a Customer must be signed with an enhanced electronic signature of a person who has the right to act on behalf of a procurement participant or a Customer.

3. Documents and data forwarded in the form of electronic documents by an operator of an electronic site to a procurement participant, a Customer, or posted by an operator of an electronic site on the electronic site and in the unified information system must be signed with an enhanced electronic signature of a person who has the right to act on behalf of an operator of an electronic site.

4. Keys of enhanced electronic signatures and certificates for verification keys of electronic signatures intended for use for the purposes of this Article must be created and issued in accordance with [Part 2 of Article 5](#) of the present Federal Law.

5. Procedure for using an enhanced electronic signature when exchanging information related to obtaining accreditation to an electronic site and organization of electronic auctions, and procedure for recognition of electronic signature, or its analog created in accordance with the rules of law of a foreign state and (or) international standards and corresponding to an enhanced electronic signature used for the purpose of this Article, shall be established by uniform requirements specified in [Part 4 of Article 59](#) of the present Federal Law.

6. Within one hour after information about electronic auction is posted in the unified information system and on electronic site, the specified information shall be available for review in the unified information system and on electronic site free of charge.

7. Within one hour after posting in the unified information system a notice about a refusal to organize an electronic auction, changes introduced to the notice about an electronic auction, documentation about an electronic auction, explanations of the provisions of documentation about an electronic auction, an operator of an electronic site shall post the specified information on his web-site in Internet and shall notify all procurement participants who filed the applications for an electronic auction about these changes, explanations, and send a notice about such explanations to the person who sent a request about explanations of the provisions of documentation about an electronic auction to the e-mail addresses specified by these participants when accrediting on an electronic site, or specified by that person in the request.

8. When an operator of an electronic site forwards to a Customer the documents and information in the electronic form obtained on behalf of a procurement participant before closing an open auction in the electronic form, an operator of an electronic site must ensure confidentiality of information about a procurement participant who filed these documents and information in accordance with the unified requirements provided for in [Part 4 of Article 59](#) of the present Federal Law.

9. If this Federal Law provides for forwarding documents and information by a Customer to a participant of an electronic auction or by this participant to a Customer, this flow of documents is arranged through an electronic site, except for contract conclusion according to results of this auction.

10. Documents and information related to organization of an electronic auction and obtained or forwarded by an operator of an electronic site in the form of electronic document in accordance with the present Federal Law, shall be kept by an operator of an electronic site in accordance with the unified requirements provided for in [Part 4 of Article 59](#) of the present Federal Law.

#### Article 61. Accrediting participants of an electronic auction on an electronic site

1. To ensure access to an electronic auction, an operator of an electronic site shall accredit participants of that auction.

2. To obtain accreditation, participants of an electronic auction shall provide the following documents and data to an operator of an electronic site:

1) A statement of such a participant about accreditation to an electronic site;

2) A copy of an extract from the Single State Register of Legal Persons (for legal persons); a copy of an extract from the Single State Register of Individual Entrepreneurs (for individual entrepreneurs) obtained no earlier than six months before filing a statement specified in [paragraph 1](#) of this Article, copies of identity documents (for other physical persons); duly certified translation into Russian of the documents about state registration of a legal person or a physical person as an individual entrepreneur in accordance with the law of the relevant state (for foreign persons);

3) Copies of the founding documents of this participant (for legal persons), copies of identity documents (for other physical persons);

4) Copies of the documents confirming the scope of reference of a person for obtaining accreditation on behalf of this participant – a legal entity (a decision to appoint or elect a person to a position according to which this person is entitled to act on behalf of the participant without a power of attorney to obtain accreditation (hereinafter referred to as a Chief Executive). If another person is acting on behalf of the participant, a power of attorney also must be presented for exercising actions on behalf of the participant, authenticated with the seal and signed by the Chief Executive or a person authorized by the Chief Executive. If the power of attorney is signed by the person authorized by the Chief Executive, a copy of a document confirming the scope of reference of this person must also be presented;

5) Copies of documents confirming the scope of reference of the Chief Executive. If another person is acting on behalf of the participant, powers of attorney also must be presented issued to a physical person acting on behalf of the participant in electronic auctions (including registration at electronic auctions), authenticated with the seal of the participant and signed by the Chief Executive or a person authorized by the Chief Executive. If the power of attorney is signed by the person authorized by the Chief Executive, a copy of a document confirming the scope of reference of this person must also be presented;

6) Taxpayer's Identification Number of the participant or an analog of Identification Number of the participant in accordance with the law of a relevant foreign state (for foreign persons);

7) The electronic mail address of the participant so an operator of an electronic site can forward notices and other information in accordance with this Chapter;

8) The decision on approval or on completing transactions upon the results of open electronic on behalf of a procurement participant – legal person specifying the maximum sum of a transaction. If the requirement for such decisions to complete a large transaction is established by the law of the Russian Federation and (or) the founding documents of a legal person, this decision shall be made under the procedures established for making a decision on approval or completing a large transaction. Otherwise the decision shall be made by a person authorized to obtain accreditation on behalf of a procurement participant – a legal person;

3. It is not allowed to request other documents and information apart from specified in [Part 2](#) of this Article.

4. Within no more than five working days upon receipt of documents and information specified in [Part 2](#) of this Article, an operator of an electronic site must accredit a participant of an electronic auction or refuse to accredit a participant of an electronic auction on the grounds specified in [Part 6](#) of this Article, and shall send a notice about the decision made to the participant.

5. A notice specified in [Part 4](#) of this Article must also contain information about opening an account to conduct operations for taking part in electronic auctions with account particulars. An operator of an electronic site must provide access for the participant accredited on the electronic site to any electronic auctions organized at this electronic site.

6. An operator of an electronic site must refuse accreditation if a participant of an electronic auction fails to present documents and information specified in [Part 2](#) of this Article, or files documents that do not meet the requirements established by the Law of the Russian Federation.

7. When an operator of an electronic site makes a decision to refuse accreditation of a participant of an electronic auction, a notice specified in [Part 4](#) of this Article must also contain information about the grounds for making this decision, including indication of the absent documents and information or the documents and information that do not meet the requirements established by the Law of the Russian Federation. Upon eliminating the specified grounds, the participant can again submit documents and information specified in [Part 2](#) of this Article in order to obtain accreditation to the electronic site.

8. It is not allowed to refuse to accredit a participant of an electronic auction on other grounds apart from specified in [Part 6](#) of this Article.

9. A participant of an electronic auction is accredited to an electronic site for three years after the day an operator of the electronic site sent a notice to that participant about making a decision to accredit the participant to the electronic site.

10. If changes are made to documents and information specified in [Part 2](#) of this Article, the above

documents are replaced or expired (including replacement or expiry of an enhanced electronic signature), or a participant of an electronic auction issued new powers of attorney for conducting actions on behalf of that participant for taking part in electronic auctions, the participant must immediately send new documents and information to an operator of an electronic site, as well as a notice about the expiry of the documents specified in [Part 2](#) of this Article, the expiry of an enhanced electronic signature.

11. The participant of an electronic auction who presented these documents and information bears responsibility for truthfulness of the information included in the documents presented under [Parts 2](#) and [10](#) of this Article, including enhanced electronic signatures, for compliance of the above documents and information with the requirements established by the Law of the Russian Federation, for the actions exercised on the basis of the above documents and information, for timely notification of an operator of an electronic site about making changes to the documents and information presented under [Part 2](#) of this Article, replacement or expiry of the above documents (including replacement or expiry of an enhanced electronic signature).

12. Within an hour after receiving the documents and data specified in [Part 10](#) of this Article an operator of an electronic site must ensure posting of the documents and information on the electronic site or changing the documents and information presented under [Part 2](#) of this Article specifying the date and time when these documents and information were received. An operator of an electronic site does not verify truthfulness of the above documents and information, neither check whether changes of the information contained in the documents comply with the requirements set by Law of the Russian Federation.

13. A procurement participant who obtained accreditation to an electronic site and provided an application security is entitled to take part in all electronic auctions organized on this electronic site.

14. A procurement participant who obtained accreditation to an electronic site is not entitled to file an application for an electronic auction three months before the accreditation of this participant expires.

15. Three months before the accreditation of this participant of an electronic auction expires, an operator of an electronic site must send a notice about it to this participant. The participant accredited to an electronic site can be accredited for a new period according to the procedures specified in this Article, no earlier than six months before the accreditation of this participant expires.

#### Article 62. The Register of participants of an electronic auction accredited to an electronic site

1. An operator of an electronic site shall keep the Register of participants of an electronic auction accredited to an electronic site.

2. The following documents and information about each participant of an electronic auction shall be included in Register of participants of an electronic auction accredited to an electronic site:

1) The name of a participant of an auction (for legal persons), the surname, name, patronymic of a participant of an auction (for physical persons);

2) The date of sending a notice to a participant of an auction about a decision made on accreditation of that participant;

3) Taxpayer's Identification Number of a participant of an auction or an analog of Identification Number of that participant in accordance with the law of a relevant foreign state (for foreign persons);

4) A copy of an extract from the Single State Register of Legal Persons (for legal persons); a copy of an extract from the Single State Register of Individual Entrepreneurs (for individual entrepreneurs) obtained no earlier than six months before filing an application for accreditation of a participant of an electronic auction, copies of identity documents of that participant (for other physical persons); duly certified translation into Russian of the documents about state registration of a legal person or a physical person as an individual entrepreneur in accordance with the law of the relevant state (for foreign persons);

5) Copies of the founding documents of a participant of this auction (for legal persons), copies of identity documents of a participant of this auction (for other physical persons);

6) Copies of the documents confirming the scope of reference of a person for obtaining

accreditation on behalf of a participant of this auction – a legal person under [paragraph 4 of Part 2 of Article 61](#) of the present Federal Law;

7) Copies of documents confirming the scope of reference of a person for exercising actions on behalf of a procurement participant – a legal person taking part in open auctions in the electronic form (including registration at open auctions in the electronic form) under [paragraph 5 of Part 2 of Article 61](#) of the present Federal Law;

8) A decision on approval or on completing transactions upon the results of electronic auctions on behalf of a participant of an auction – a legal person, specifying the maximum sum of a single transaction under [paragraph 8 of Part 2 of Article 61](#) of the present Federal Law;

9) The date of expiry of the accreditation of a participant of an auction to an electronic site.

3. An operator of an electronic site shall enter to the Register of participants of an electronic auction accredited to an electronic site the documents and information presented in accordance with [Part 2](#) of this Article on the day when the decision to accredit the participant of this auction to the electronic site was made.

4. If documents and information are received from a participant of an electronic auction under [Part 10 of Article 61](#) of the present Federal Law, including a notice about expiry of documents and an enhanced electronic signature, within an hour after receiving these documents and information an operator of an electronic site must enter these documents and information in the Register of participants of an electronic auction accredited to an electronic site, specifying the date and time of receiving these documents and information.

5. An operator of an electronic site shall post the Register of participants of an electronic auction accredited to an electronic site on the electronic site except for the documents specified in [paragraphs 4 - 7 of Part 2](#) of this Article.

6. Within one working day after the accreditation of a participant of an electronic auction expires or a decision on exclusion of this participant is made, an operator of an electronic site excludes this participant from the Register of participants of an electronic auction accredited to an electronic site. An operator of an electronic site must send a notice about such exclusion to this participant.

#### Article 63. A notice of an electronic auction

1. A notice of an electronic auction shall be posted by a Customer in the unified information system.

2. If the initial (maximum) contract price (lot price) does not exceed three million rubles, a Customer shall post a notice of an electronic auction in the unified information system no later than seven days before the deadline for submission of applications for an electronic auction.

3. If the initial (maximum) contract price (lot price) exceeds three million rubles, a Customer shall post a notice of an electronic auction in the unified information system no later than fifteen days before the deadline for submission of applications for an electronic auction.

4. A Customer is entitled to publish a notice of an electronic auction in any mass media or post it in electronic mass media provided that such publication and posting cannot take place instead of the posting provided for in [Part 1](#) of this Article.

5. A notice of an electronic auction shall contain the information specified in [Article 42](#) of the present Federal Law and the following information:

1) The Internet address of the electronic site;

2) The deadline for submission of applications for an electronic auction in accordance with [Part 2 of Article 67](#) of the present Federal Law;

3) The date of an electronic auction in accordance with [Part 3 of Article 68](#) of the present Federal Law. If the date of an electronic auction is a holiday, the date of an electronic auction shall be fixed for the next working day following this holiday.

4) Account details for depositing funds as applications security of the auction participants and the amount of the applications security;

5) Benefits provided by a Customer in accordance with [Articles 28 - 30](#) of the present Federal Law;

6) Requirements for the participants of an electronic auction and a full list of documents which

should be submitted by the participants of an electronic auction in accordance with [paragraphs 1 and 2 of Part 1](#) and [Part 2 of Article 31](#) (in case of such requirement) of the present Federal Law;

7) Conditions, prohibitions and restrictions for admission of goods originating in a foreign state or group of foreign states, respective works and services performed or rendered by foreign persons.

6. A Customer is entitled to make a decision to change the notice of an electronic auction no later than two days before the deadline for submission of applications for the electronic auction. It is not allowed to change the subject of an electronic auction. Within one day after making this decision, a Customer shall post these changes in the unified information system. Therewith, the period for submission of applications for the electronic auction must be extended so the period from posting the changes to the electronic auction specified in the notice until the deadline for submission of applications for the electronic auction shall be no less than seven days.

#### 64. The content of documentation of an electronic auction

1. Documentation of an electronic auction must contain the information specified in the notice and the following information:

1) The name and description of the procurement subject and the contract conditions in accordance with [Article 33](#) of the present Federal Law, including a justification of the initial (maximum) contract price;

2) Requirements to the content and composition of the application for an electronic auction in accordance with [Part 3 - 6 of Article 66](#) of the present Federal Law and the instructions how to fill it in. It is not allowed to establish requirements that entail limiting the number of participants of such auction or restrict access to the auction;

3) The deadline for submission of applications for an electronic auction;

4) The date for completing consideration of the applications for an electronic auction according to [Part 2 of Article 67](#) of the present Federal Law;

5) The date of an electronic auction according to [Part 3 of Article 68](#) of the present Federal Law;

6) Information about the currency used for setting the contract price and payment settlements with Suppliers (Contractors, Performers);

7) The procedures for applying the official rate of exchange of a foreign currency to a Russian ruble set by the Central Bank of the Russian Federation and used for payment for the concluded contract;

8) The size of the contract security, the deadline and the procedures for providing the contract security, the requirement for the contract security;

9) Possibility of a Customer to change the contract conditions in accordance with provisions of the present Federal Law;

10) Information about contract service, contract manager, responsible for the conclusion of a contract; the period during which the winner of an auction, or other participant of an auction with whom the contract will be concluded in case if the winner of an auction evades a contract, must sign that contract; the reasons why the winner or an auction or other participant of an auction is deemed evading a contract;

11) The procedures, dates of beginning and expiration of a period for providing participants of such auction with explanations of provisions of the documentation of such auction;

12) Information about the possibility of an unilateral refusal to perform the contract in accordance with the provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law.

2. The documents of an electronic auction cannot contain requirements for execution and form of an application for an electronic auction.

3. Along with the information specified in [Part 1](#) of this Article, documentation of an electronic auction must contain the requirements to participants of this auction established under [Parts 1 and 2 of Article 31](#) (in these requirements exist) of the present Federal Law.

4. The documentation of an electronic auction shall also contain a draft contract which is an integral part of this documentation



Article 65. The Procedures for presenting documentation of an electronic auction, explaining the provisions of this documentation, and introducing amendments to it

1. Organizing an electronic auction, a Customer shall post documentation for an electronic auction in the unified information system within the period specified in [Parts 2 and 3 of Article 63](#) of the present Federal Law, simultaneously with posting a notice of an electronic auction.

2. Documentation of an electronic auction must be accessible free-of-charge.

3. Any participant of an electronic auction accredited to an electronic site is entitled to send a request to the address of the electronic site where an electronic auction is planned, asking to explain the provisions of the documentation of an electronic auction. A participant of an electronic auction is entitled to send no more than three requests for explanations of the provisions of the documentation of an electronic auction. Within an hour after the request was received, an operator of the electronic site shall send the request to a Customer.

4. Within two days after receiving a request specified in [Part 3](#) of this Article from an operator of an electronic site, a Customer shall post the explanation of the provisions of the documentation of an electronic auction indicating the subject of the request but without indicating the participant who sent the request, in the unified information system provided that the request was received by a Customer no later than three days prior to the deadline for submission of applications for an electronic auction.

5. Explanation of the provisions of documentation of an electronic auction must not change its essence.

6. Upon its own initiative, or due to a request for explanation of the provisions of the documentation of an electronic auction, a Customer is entitled to decide to make changes to the documentation of an electronic auction no later than two days prior to the deadline for submission of applications for an electronic auction. It is not allowed to change the subject of an electronic auction or increase the amount of application security. Within one day after making this decision, a Customer shall post the changes to the documentation of an electronic auction in the unified information system. Therewith, the period for submission of applications for an electronic auction must be extended so the period between posting such changes and the deadline for submission of applications for an electronic auction is no less than seven days.

Article 66. Procedure for submission of applications for participation in an electronic auction.

1. Submission of applications for participation in an electronic auction can be carried out only by persons who have obtained accreditation on the electronic site.

2. Application for participation in an electronic auction is composed of two parts.

3. The first part of application for participation in an electronic auction should contain information specified in one of the following subparagraphs:

1) When signing the contract for the delivery of goods:

a) Consent of the participant of such auction for the delivery of goods in case if the participant provides the goods for delivery in respect of which in the documentation for this auction there is an indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods and (or) such participant provides the goods which are equivalent to the goods specified in this documentation, specific characteristics of the goods corresponding the values of equivalence set out in this documentation;

b) Specific characteristics corresponding to the values established by documentation of such auction, and indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods for delivery provided that in the documentation there is no indication of trademark, service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer;

2) Consent of the participant of such auction to perform work or provide services under the conditions specified in the documentation on this auction, when executing such auction for the performance of work or provision of services;

3) When signing the contract for performing work and providing services for which the goods are used:

a) Consent specified in [paragraph 2](#) of this Part, including consent to use goods in respect of which in the documentation for this auction there is an indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods, or consent specified in [paragraph 2](#) of this Part, indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods, and if the participant of such auction offers to use a product that is equivalent to the goods specified in this documentation, specific characteristics of the goods corresponding the values of equivalence set out in this documentation, provided that it contains an indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods, as well as the requirement to indicate in the application to participate in such auction for trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods;

b) Consent specified in [paragraph 2](#) of this Part, as well as specific characteristics of the product used, that correspond to the values set out by the documents for such auction, and indication of trademark (its verbal mark), service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods provided that in this documents there is no indication of trademark, service mark, trade name, patents, utility models, industrial patterns, place of origin of the goods or name of the manufacturer of the goods

4. The first part of application for participation in an electronic auction specified in [Part 3](#) of this Article can contain design, picture, drawing, scheme, photo, or other image of goods for delivery of which the contract is to be concluded.

5. The second part of application for participation in an electronic auction shall contain the following documents and information:

1) Name, company name (if any), registered address, mailing address (for legal entities), surname, first name (if any), passport data, place of residence (for individuals), contact phone number, taxpayer identification number of the participant of the auction or in accordance with the legislation of the relevant foreign state the analogue of the taxpayer identification number of the participant (for foreign entities);

2) Documents confirming that the participant of such auction complies with the requirements set out in [paragraphs 1 and 2 of Part 1](#) and [Part 2 of Article 31](#) (in case of such requirements) of the present Federal Law, or copies of these documents, as well as declaration of conformity of the participant of the auction to the requirements set out in [paragraphs 3 - 8 of Part 1 of Article 31](#) of the present Federal Law;

3) Copies of documents proving that the goods, works or services comply with requirements set out in accordance with the legislation of the Russian Federation, in the case if in accordance with the legislation of the Russian Federation the requirements for the goods, works or services are set out, and submission of these documents is prescribed in the documentation of an electronic auction;

4) Decision on approval or making a major transaction or a copy of this decision in the case if the requirement for this decision for making a major transaction is set by the Federal laws and other normative legal acts of the Russian Federation and (or) the constituent instruments of a legal entity; and for the participant of such auction it is needed to submit a contract to be concluded or application security for participation in this auction, contract performance security is a major transaction;

5) Documents confirming the right of the participant of the auction for benefits in accordance with [Articles 28 - 30](#) of the present Federal Law, or copies of these documents;

6) Documents confirming that the participant of such auction complies and (or) the goods, works or services offered by him comply with conditions, prohibitions and restrictions set out by a Customer in accordance with [Article 14](#) of the present Federal Law, or copies of these documents.

6. It is not allowed to require the participant of an electronic auction to submit other documents and information, except documents and information provided in [Parts 3](#) and [5](#) of this Article.

7. A participant of an electronic auction is entitled to submit an application for participation in such auction at any time from the date of posting the notice about the conduct of an auction until date and deadline time of submission of applications for participation in such auction provided in the documentation of such auction.

8. Application for participation in an electronic auction shall be sent by the participant of such auction to the operator of electronic site in the form of two electronic documents containing parts of the application set out in [Parts 3 and 5](#) of this Article. These electronic documents shall be submitted simultaneously.

9. Within one hour upon the receipt of application for participation in an electronic auction the operator of electronic site shall assign an order number and confirm its receipt in the form of electronic document sent to the participant of such auction who has submitted the said application, by indicating an order number assigned to it.

10. A participant of an electronic auction shall be entitled to submit only one application for participation in such auction in respect of each procurement object.

11. Within one hour upon the receipt of application for participation in an electronic auction the operator of electronic site shall return this application to the participant of such auction who has submitted it in the following events:

1) Submission of such application in contravention of the requirements specified in [Part 2 of Article 60](#) of the present Federal Law;

2) A participant of the auction submitted two or more applications for participation in such electronic auction provided that the previous applications of that participant were not cancelled. In this case, all the applications for such auction shall be returned to that participant;

3) Receipt of this application after the deadline for submission of applications for participation in this auction;

4) Receipt of this application from the participant of such auction in contravention of the provisions of [Part 14 of Article 61](#) of the present Federal Law;

5) Absence of funds on the personal account opened for operations to secure the participation in the electronic auction of a procurement participant who filed an application for this auction in the amount of the above application security which were not blocked in accordance with the present Federal Law.

12. In accordance with [Part 11](#) of this Article, together with the return of the application for participation in an electronic auction the operator of electronic site shall notify, in the form of electronic document, the participant of such auction who submitted the application about the reason of its return with indication of the provisions of the present Federal Law which have been violated. The operator is not allowed to return applications for participation in this auction for other reasons.

13. An operator of electronic site shall send the first part of the application for participation in this auction provided in [Part 3](#) of this Article to a Customer not later than the working day following the deadline for submission of applications for participation in an electronic auction.

14. A participant of an electronic auction who applied for participation in this auction may withdraw this application no later than the deadline for submission of applications for participation in an electronic auction by sending notice to the operator of electronic site.

15. An operator of electronic site shall maintain the confidentiality of information about the participants of an electronic auction who applied for participation in this auction, and information contained in the first and second parts of this application and provided in [Parts 3 - 5](#) of this Article, until the protocol of such auction is posted at the electronic site. For violation of these requirements the operator of electronic site shall be liable in accordance with the legislation of the Russian Federation.

16. The auction is declared failed if after the deadline for submission of applications for participation in an electronic auction there is only one application submitted or there are no applications submitted.

Article 67. Procedure for consideration of the first parts of applications for participation in an electronic auction

1. Auction commission shall check the first parts of applications for participation in an electronic auction containing information as provided in [Part 3 of Article 66](#) of the present Federal Law, for compliance with requirements set out by documentation of such auction in respect of goods, works and services to be purchased.

2. Time for consideration of the first parts of applications for participation in an electronic auction shall not exceed seven days from the deadline for submission of the said applications.

3. Upon consideration of the first parts of applications for participation in an electronic auction, containing information as provided in [Part 3 of Article 66](#) of the present Federal Law, the auction commission shall declare either the admission of the bidder, who applied for participation in this auction, to take part in it and the recognition of that bidder as the participant in such auction, either the refusal of admission to participate in such auction in the manner and on the grounds as provided in [Part 4](#) of this Article.

4. The participant of an electronic auction is not allowed to participate in it in case of:

1) Failure to provide information as provided in [Part 3 of Article 66](#) of the present Federal Law, or providing false information;

2) Non-compliance of information as provided in [Part 3 of Article 66](#) of the present Federal Law with the requirement set out in the documents of this auction.

5. It is not allowed to refuse the admission to participate in an electronic auction on the grounds not provided in [Part 4](#) of this Article.

6. Upon consideration of the first parts of applications for participation in an electronic auction the auction commission shall execute a protocol for consideration of applications for participation in this auction, signed by all members present at the meeting of the auction commission no later than the deadline for the consideration of these applications. The specified protocol should include information on:

1) Ordering numbers of applications for participation in such auction;

2) Admission of the bidder who applied for participation in this auction, with the assigned corresponding order number, to participate in this auction, and recognition of that bidder as the participant in such auction, or refusal of admission to participate in such auction with justification of this refusal, including indication of provisions of the auction documentation to which the application for participation does not correspond, and provisions of the application for participation in such auction which do not meet the requirements set out by the corresponding documentation;

3) Decision of each member of the auction commission in respect of each participant of the auction on admission to participate in it and on recognition of this bidder, or refusal of admission to participate in this auction.

7. Protocol specified in [Part 6](#) of this Article shall be forwarded by a Customer to the operator of electronic site, and shall be posted in a single information system no later than the deadline for consideration of applications for participation in an electronic auction.

8. If upon consideration of the first parts of applications for participation in an electronic auction, the auction commission decided to refuse all bidders who applied for participation in this auction to take part in it, or to recognize only one bidder who applied for participation in such auction, such auction is declared failed. The information on declaration of such an auction as failed shall be entered in the protocol specified in [Part 6](#) of this Article.

9. Within one hour upon receipt of the protocol specified in [Part 6](#) of this Article the operator of electronic site must send a notice, containing information on the decision made in respect of applications for participation in the auction, to each participant of this electronic auction applied to participate in it, or each participant of such auction who submitted the only one application for participation in it. If the auction commission decided to refuse the participant to be admitted in this auction, a notice about this decision shall contain the justification of this refusal, including indication of provisions of the auction documentation to which the application for participation does not correspond, and provisions of the application for participation which do not meet the requirements set out by the corresponding documentation, as well as provisions of Federal laws and other normative legal acts of the Russian Federation the breach of which gave rise to the refusal .

## Article 68. Procedure for an electronic auction

1. Only participants accredited in accordance with this paragraph and admitted to an electronic auction can participate in it.

2. Electronic auction is carried out on the electronic site on the day specified in the notice and defined in accordance with [Part 3](#) of this article. Starting time of this auction is set by the operator of the electronic site in accordance with the time set in the time-zone in which a Customer is located.

3. Day of holding an electronic auction is the working day following two days after the deadline for consideration of the first parts of applications for participation in this auction.

4. An electronic auction is conducted by reducing the initial (maximum) contract price specified in the notice on such auction, in the manner prescribed in this Article.

5. If the documentation of an electronic auction contains the total initial (maximum) price of spare parts for machinery, equipment, or in the case specified in [paragraph 2 of Article 42](#) of the present Federal Law the initial (maximum) price of goods, works or services, such auction is conducted by reducing this total initial (maximum) price and initial (maximum) price in the manner prescribed in this Article.

6. The value of reduction of the initial (maximum) contract price (hereinafter - the "auction step") is from 0.5 percent to five percent of the initial (maximum) contract price.

7. When conducting an electronic auction, the participants shall make a bid for the contract price to reduce the current minimum bid for the contract price by a value within the "auction step".

8. When conducting an electronic auction any of its participants may also make a bid for the contract price, regardless of "auction step" subject to the requirements specified in [Part 9](#) of this Article.

9. When conducting an electronic auction its participants make a bid for the contract price in accordance with the following requirements:

1) Participant of such auction shall not be entitled to make a bid for the contract price equal to the previous bid for the contract price made by this participant or more than it, neither bid for the contract price equal to zero;

2) Participant of such auction shall not be entitled to make a bid for the contract price which is lower than the current minimum bid for the contract price reduced within the "auction step";

3) Participant of such auction shall not be entitled to make a bid for the contract price which is lower than the current minimum bid for the contract price if it was made by that participant of an electronic auction;

10. All bids for the contract price and time of their entry must be indicated from the beginning of an electronic auction on electronic site until the expiration time for contract price bids, as well as the time remaining until the expiration time for contract price bids in accordance with [Part 11](#) of this Article.

11. When conducting an electronic auction the time for receipt of bids for the contract price from participants of such auction shall be ten minutes from the beginning of such auction until the expiration time for contract price bids, as well as ten minutes after the last bid for the contract price. The time remaining until the expiration time for contract price bids is automatically updated, using software and hardware that controls such auction, after reducing the initial (maximum) contract price or after receipt of the last bid for the contract price. If within that time there are no bids for lower contract price, such auction is automatically terminated using software and hardware that controls such auction.

12. Within ten minutes upon completion of an electronic auction in accordance with [Part 11](#) of this Article any participant is entitled to submit a contract price bid which is not lower than the last bid for the minimum contract price, regardless of "auction step" subject to the requirements specified in [paragraphs 1 and 3 of Part 9](#) of this Article.

13. When conducting an electronic auction, the operator of electronic site must ensure the confidentiality of its participants.

14. During an electronic auction, the operator of electronic site must reject the contract price bids which do not meet the requirements specified in this Article.

15. The operator of electronic site is not allowed to reject the contract price bids for the reasons not specified in [Part 14](#) of this Article

16. If the participant of an electronic auction made the contract price bid which is equal to the contract price proposed by the other participant, the earlier bid shall be deemed the best.

17. When conducting an electronic auction in accordance with [Part 5](#) of this Article, the participant who made the lowest contract price bid is the person who proposed the lowest total price of spare parts for machinery, equipment and the lowest price of work unit and (or) maintenance services and (or) repair of machinery and equipment, and the lowest price of services unit.

18. Protocol of an electronic auction shall be posted on electronic site by its operator within thirty minutes after the completion of the auction. This protocol shall contain address of electronic site, date, start time and end time of the auction, the initial (maximum) contract price, all minimum contract price bids made by the participants of the auction and ranked in descending order with indication of order numbers assigned to the applications for participation in this auction which were filed by the participants who have made the relevant contract price bids, and with indication of the time of receipt of such bids.

19. Within one hour after placing the protocol specified in [Part 18](#) of this Article on electronic site, the operator of electronic site must send to a Customer the said protocol and the second part of the applications for participation in this auction which were submitted by the participants, the contract price bids which received first ten order numbers during ranking according to [Part 18](#) of this Article, or in the case, if less than ten participants attended this auction, the second part of the applications for participation in this auction which were submitted by the participants, as well as documents of these participants specified in [paragraphs 2 - 6 and 8 of Part 2 of Article 61](#) of the present Federal Law, and contained in the register of the participants of such auction accredited on electronic site on the deadline and time for submission of applications for participation in this auction. During this period, the operator of electronic site must send the relevant notices to these participants.

20. If within ten minutes after the beginning of an electronic auction, none of the participants made the contract price bid in accordance with [Part 7](#) of this Article, this auction is declared failed. Within thirty minutes upon completion of the specified time the operator of electronic site shall dispose a protocol on the recognition of such auction as failed, with indication of electronic site address, date, start and end time of the auction, and the initial (maximum) contract price.

21. After the protocol specified in [Part 18](#) of this Article is posted on the electronic site and unified information system, any participant of an electronic auction may send a request for explanation of the results of the auction to the operator of electronic site. Within two working days after receipt of this request, the operator of electronic site must provide the corresponding explanation to this participant.

22. An operator of electronic site must ensure the continuity of an electronic auction, reliability of the software and hardware used, equal access of its participants to take part in it, and execution of all the actions specified in this Article, regardless of expiration time of this auction.

23. If during an electronic auction the contract price is reduced to half a percent of the initial (maximum) contract price or lower, this auction is held for the right to conclude a contract. Therewith, such auction is held by increasing the contract price on the basis of the provisions of the present Federal Law on the procedure for such auction taking into account the following features:

1) In accordance with this Part, this auction will be held until the contract price is not more than one hundred million rubles;

2) Participant of such auction shall not be entitled to submit the contract price bids above the maximum transaction amount for this participant specified in the decision on the approval or making transactions resulting of such auction on behalf of the participant, which is contained in the register of participants of the auction accredited on the electronic site;

3) Amount of contract performance security is calculated from the initial (maximum) contract price specified in the notice about this auction.

Article 69. Procedure for consideration of the second part of applications for participation in an electronic auction

1. Auction commission shall check the second parts of applications for participation in an electronic auction sent by the operator of electronic site in accordance with [Part 19 of Article 68](#) of the



present Federal Law, for compliance with requirements set out by documentation of such auction.

2. Upon consideration of the second part of applications for participation in an electronic auction, the auction commission shall decide if the application for participation in this electronic auction complies or does not comply with the requirements set out by documentation of such auction, in the manner and on the grounds provided in this Article. In order to approve such decision the auction commission shall consider the information about the participant of this auction who has submitted this application contained in the register of participants of the auction accredited on the electronic site.

3. Auction commission shall consider the second part of the application for participation in an electronic auction, submitted in accordance with [Part 19 of Article 68](#) of the present Federal Law, before making decision if five of such applications comply with the requirements set out by the documentation of such auction. If less than ten participants took part in such auction, and less than five applications for participation in this auction comply with the specified requirements, the auction commission shall consider the second part of the application for participation in this auction submitted by all participants who took part in it. Consideration of these applications shall be started from the application for participation submitted by the participant who made the lowest contract price bid, and shall be based on the ranking of these applications in accordance with [Part 18 of Article 68](#) of the present Federal Law.

4. If, in accordance with [Part 3](#) of this Article there are no five applications for participation in an electronic auction which comply with the requirements set out by the documentation of such auction of the ten applications for participation in it previously directed to a Customer according to the results of ranking, within one hour upon receipt of the corresponding notice from a Customer, the operator of electronic site must send to a Customer all second parts of these applications ranked in accordance with [Part 18 of Article 68](#) of the present Federal Law in order to identify five applications for participation in this auction which comply with the requirements set out by the documentation of such auction.

5. The total period of consideration of second parts of applications for participation in an electronic auction cannot exceed three working days from the date of placement of an electronic auction protocol on the electronic site.

6. Application for participation in an electronic auction is considered failed to comply with the requirements set out by the documentation of such auction, in the case of:

1) Failure to submit documents and information which is provided by [paragraphs 1, 3 - 5, 7 and 8 of Part 2 of Article 62](#), [Parts 3 and 5 of Article 66](#) of the present Federal Law, noncompliance of the specified documents and information with the requirements set out by the documentation of such auction; these documents contain false information on the participant of such auction by the deadline and time for submission of applications for participation in this auction;

2) Non-compliance of the participant of this auction with the requirements set out in accordance with [Article 31](#) of the present Federal Law.

7. It is not allowed to make decisions on noncompliance of the application for participation in an electronic auction with the requirements set out by the documentation of such auction on the grounds not specified in [Part 6](#) of this Article.

8. Results of the consideration of applications for participation in electronic auctions shall be recorded in the final protocol of such auction which is signed by all members of the auction commission participating in the consideration of these applications, and shall be posted by a Customer on the electronic site and unified information system no later than the working day following the date of signing of the protocol. The specified protocol must contain information about an order numbers of five applications for participation in this auction (in the case of decision of compliance of five applications for participation in this auction with the requirements set out by the documentation of this auction, or in the case if the auction commission decided that more than one application for participation in this auction, but not less than five of these applications comply with the specified requirements based on the consideration of the second part of applications for participation in such auction submitted by all participants of the auction who took part in it) that are ranked in accordance with [Part 18 of Article 68](#) of the present Federal Law and in respect of which there is a decision on compliance with the requirements set out by the documentation of this auction, or, if upon consideration of the second part of applications for participation in this auction submitted by all participants who took part in it, there is a decision of compliance with the specified requirements of more than one application for participation

in this auction, but less than five of these applications, as well as information on their order numbers, the decision on compliance or noncompliance of applications for participation in this auction with the requirements set out by the relevant documentation with explanation of this decision and indication of the positions of the present Federal Law to which the participant of such auction does not correspond, and the provisions of the documentation of such auction to which the application for participation does not correspond, and the provisions of the application for participation in such auction which do not meet the requirements set out by the relevant documentation, as well as the specified protocol must contain information about the decision of each member of the auction commission in respect of each application for participation in this auction.

9. Since posting of the final protocol, each participant of an electronic auction, except for its participants whose applications for participation in this auction received the first three order numbers in accordance with the final protocol of such auction, is entitled to withdraw the application for participation in this auction by sending a notice to the operator of the electronic site.

10. Participant of an electronic auction who offered the lowest contract price and whose application for participation in this auction meets the requirements set out by the relevant documentation is the winner of this auction.

11. In accordance with [Part 23 of Article 68](#) of the present Federal Law, the winner of an electronic auction is the participant who offered the highest price for the right to conclude the contract and whose application for participation in this auction meets the requirements set out by the relevant documentation.

12. Within one hour upon posting of the final protocol of an electronic auction on the electronic site and unified information system the operator of electronic site shall send notices on the decisions made to the participants of this auction whose second parts of applications for participation have been considered and in respect of these applications there is a decision on their compliance or noncompliance with the requirements set out by the documentation of such auction.

13. If the auction commission decided that all second parts of applications for participation in the auction do not comply with the requirements set out by the documentation of an electronic auction, or only one second part of applications for participation in the auction complies with the said requirements, such auction shall be deemed failed.

#### Article 70. Conclusion of a contract based on the results of an electronic auction

1. The contract shall be concluded with the winner of the auction based on the results of such electronic auction, and in the cases provided in this Article, with other participant of such auction whose application for participation in this auction complies with the requirements set out by the documentation of such auction in accordance with [Article 69](#) of the present Federal Law.

2. Within five days from the date of posting of the protocol specified in [Part 8 of Article 69](#) of the present Federal Law in the unified information system, a Customer shall publish in the unified information system a draft contract without signing which is compiled by the inclusion of the contract price proposed by the participant of an electronic auction with whom the contract will be concluded, and information about this product (trademark and (or) specific parameters of the product) specified in the application for participation in this auction in the draft contract attached to the documentation of this auction.

3. Within five days from the date of posting of the draft contract by a Customer in the unified information system the winner of an electronic auction shall publish the draft contract in the unified information system signed by the person authorized to act on behalf of the winner of this auction, as well as documentary evidence of the contract performance security signed with an enhanced electronic signature of the person indicated. If during this auction, the price of the contract has been reduced by twenty-five percent or more of the initial (maximum) contract price, the winner of this auction shall provide the contract performance security in accordance with [Part 1 of Article 37](#) of the present Federal Law, the contract performance security or information provided in [Part 2 of Article 37](#) of the present Federal Law, as well as justification of the contract price in accordance with [Part 9 of Article 37](#) of the present Federal Law when concluding the contract for the delivery of goods necessary for normal life

support (food, products for emergency medical aid (including specialized emergency medical aid) provided in an emergency or urgent form, medicines, fuel).

4. In case of disagreement on the draft contract posted in accordance with [Part 2](#) of this Article, the winner of an electronic auction with whom the contract will be concluded shall publish the protocol of disagreements in the unified information system signed with an enhanced electronic signature of the person authorized to act on behalf of the winner of this auction. In this case, the winner of the auction with whom the contract will be concluded shall specify in the protocol of disagreements all remarks to the provisions of the draft contract that do not correspond to the notice about the auction, the documentation about it and his own application for participation in this auction by indicating the relevant provisions of these documents.

5. Within three working days from the date of posting of the protocol of disagreements in the unified information system by the winner of an electronic auction in accordance with [Part 4](#) of this Article, a Customer shall consider the protocol of disagreements and publish the revised draft contract in the unified information system without signing, or re-publish the draft contract in the unified information system with a separate document indicating the reasons for refusal taking into account, fully or partially, remarks of the winner of this auction contained in the protocol of disagreement. In this case, a Customer can publish the draft contract in the unified information system with a separate document indicating the reasons for refusal taking into account, fully or partially, remarks of the winner of this auction contained in the protocol of disagreement provided that the winner of this auction has posted the protocol of disagreements in the unified information system in accordance with [Part 4](#) of this Article not later than thirteen days from the date of posting of the protocol specified in [Part 8 of Article 69](#) of the present Federal Law in the unified information system.

6. Within three days from the date of posting by a Customer of the documents provided in [Part 5](#) of this Article in the unified information system, the winner of an electronic auction shall publish the draft contract in the unified information system signed with an enhanced electronic signature of the person authorized to act on behalf of the winner of this auction, as well as documentary evidence of the contract performance security signed with an enhanced electronic signature of the person indicated, or the protocol of disagreement provided in [Part 4](#) of this Article.

7. Within three days from the date of posting of the draft contract in the unified information system signed with an enhanced electronic signature of the person authorized to act on behalf of the winner of this auction and submission of the contract performance security by this winner of the auction, a Customer must publish the contract in the unified information system signed with an enhanced electronic signature of the person authorized to act on behalf of the winner of this auction.

8. Since the posting of the contract provided in [Part 7](#) of this Article, and signed by a Customer, in the unified information system, this contract is considered concluded.

9. The contract may be concluded not earlier than ten days after the date of posting of the final protocol of an electronic auction in the unified information system.

10. The contract is concluded subject to conditions specified in the notice on an electronic auction and documentation on this auction, with the contract price offered by the winner of the auction.

11. Monetary funds contributed to secure the application for participation in an electronic auction shall be reimbursed to the winner of the auction within the period specified in [Part 6 of Article 44](#) of the present Federal Law.

12. In accordance with [Part 23 of Article 68](#) of the present Federal Law, the contract can be concluded only after the participant of an electronic auction with whom the contract will be concluded credits the account which is used for transactions coming to a Customer in accordance with the legislation of the Russian Federation, with funds in the amount of the price for the right to conclude such contract offered by this participant, as well as after the participant of an electronic auction provides the contract performance security.

13. The winner of an electronic auction is deemed shielded away from endorsing the contract, if within the period provided in this Article, he did not send to a Customer the draft contract signed by the person authorized to act on behalf of the winner of this auction, or sent the protocol of disagreement specified in [Part 4](#) of this Article within thirteen days after the date of posting of the protocol in the unified information system specified in [Part 8 of Article 69](#) of the present Federal Law, or did not fulfill

the requirements provided in [Article 37](#) of the present Federal Law (in during such auction the price contract was reduced for twenty-five percent or more of the initial (maximum) contract price).

14. If the winner of an electronic auction is deemed shied away from endorsing the contract, a Customer is entitled to sue for damages caused by the evasion of the contract to the extent not covered by the amount of security of the application for participation in the tender, and to conclude a contract with another participant of such auction who offered the same contract price as the winner of the auction or who made the contract price bid with the best conditions for the contract price following those proposed by the winner of the auction. If such participant agrees to conclude a contract, he shall be deemed the winner of this auction, and the draft contract attached to the auction documentation shall be made by a Customer by way of inclusion of the conditions proposed by that participant in the draft contract. The draft contract shall be sent by a Customer to this participant within a period not exceeding ten days from the date the winner of this auction is deemed shied away from endorsing the contract.

15. The participant of an electronic auction declared the winner of such auction in accordance with [Part 14](#) of this Article shall be entitled to sign the contract and send it to a Customer in the manner and within the period provided by [Part 3](#) of this Article, or to refuse to sign the contract. The winner of this auction shall provide a signed copy of the contract together with the contract performance security, and in accordance with [Part 23 of Article 68](#) of the present Federal Law the winner of the auction shall credit the account which is used for transactions coming to a Customer in accordance with the legislation of the Russian Federation, with funds in the amount of the price for the right to conclude such contract offered by this winner. If the winner evaded concluding the contract, such auction is declared failed.

16. If there are judicial acts taken by a court or arbitral tribunal or force majeure circumstances preventing one of the parties to sign the contract within the period defined in this Article, that party must notify the other party of these judicial acts or force majeure circumstances within one day. At the same time, the period specified in this Article shall be suspended for a time of execution of these judicial acts or duration of force majeure circumstances, but not more than for thirty days. In case of cancellation, modification, or execution of judicial acts or termination of force majeure circumstances, the relevant party shall notify the other party about it not later than the day following the date of cancellation, modification, or execution of these judicial acts or termination of such force majeure circumstances.

#### Article 71. Consequences of declaration an electronic auction failed

1. If an electronic auction is declared failed on the grounds specified in [Part 16 of Article 66](#) of the present Federal Law due to the fact that there is only one application for participation submitted after the expiration time for submission of such applications:

1) Not later than the working day following the deadline for submission of applications for participation in this auction, the operator of electronic site shall send to a Customer both parts of this application, as well as documents of the participant of such auction who submitted that application provided in [paragraphs 2 - 6 and 8 of Part 2 of Article 61](#) of the present Federal Law and contained in the register of participants of the auction accredited on electronic site by the deadline and time for submission of applications for participation in this auction;

2) Within the period specified in [paragraph 1](#) of this Part, the operator of electronic site must send a notice to the participant of such auction who submitted the unopposed application for participation in this auction;

3) Within three working days upon receipt of the unopposed application for participation in this auction, and documents specified in [paragraph 1](#) of this Part, the auction commission shall consider this application and these documents for compliance with the requirements of the present Federal Law and documentation of such auction, and shall send to the operator of electronic site the protocol of review of the unopposed application for participation in this auction signed by members of the auction commission. The specified protocol must contain the following information:

a) Decision on the compliance of the participant of such auction who submitted the unopposed

application for participation in this auction, and this application with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of that participant and his application with the requirements of the present Federal Law and (or) the relevant documentation together with explanation of that decision, including the indication of the provisions of the present Federal Law and (or) relevant documentation to which the unopposed application for participation in this auction does not correspond;

b) Decision of each member of the auction commission on the compliance of the participant of such auction and his application with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of that participant and his application with the requirements of the present Federal Law and (or) the relevant documentation;

4) The contract shall be concluded with the participant of such auction who submitted the unopposed application for participation in it, if that participant and his application comply with the requirements of the present Federal Law and documentation of such auction, in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law in the manner set forth in [Article 70](#) of the present Federal Law.

2. If an electronic auction is declared failed on the grounds specified in [Part 8 of Article 67](#) of the present Federal Law due to the fact that the auction commission decided to approve only one participant who submitted the application for participation in such auction:

1) within one hour upon posting of the protocol specified in [Part 6 of Article 67](#) of the present Federal Law on electronic site, the operator of electronic site shall send to a Customer the second part of the application submitted by that participant, as well as documents of the participant of such auction provided in [paragraphs 2 - 6 and 8 of Part 2 of Article 61](#) of the present Federal Law and contained in the register of participants of the auction accredited on electronic site by the deadline and time for submission of applications for participation in this auction;

2) Within the period specified in [paragraph 1](#) of this Part, the operator of electronic site must send a notice to the unopposed participant of such auction;

3) Within three working days upon receipt by a Customer of the second part of the application of unopposed participant of this auction, and documents specified in [paragraph 1](#) of this Part, the auction commission shall consider the application and these documents for compliance with the requirements of the present Federal Law and documentation of such auction, and shall send to the operator of electronic site the protocol of review of the application of unopposed participant of this auction signed by members of the auction commission. The specified protocol must contain the following information:

a) Decision on the compliance of the unopposed participant of the auction and his application for participation in that auction with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of that participant and his application with the requirements of the present Federal Law and (or) the relevant documentation together with explanation of that decision, including the indication of the provisions of the present Federal Law and (or) relevant documentation to which the application does not correspond;

b) Decision of each member of the auction commission on the compliance of the unopposed participant of the auction and his application for participation in that auction with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of that participant and his application for participation in the auction with the requirements of the present Federal Law and (or) the relevant documentation;

4) The contract shall be concluded with the unopposed participant of such auction, if that participant and his application for participation in the auction comply with the requirements of the present Federal Law and documentation of such auction, in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law in the manner set forth in [Article 70](#) of the present Federal Law.

3. If an electronic auction is declared failed on the grounds specified in [Part 20 of Article 68](#) of the present Federal Law due to the fact that within ten minutes after the beginning of the auction none of the participants made a bid for the contract price:

1) Within one hour upon posting of the protocol specified in [Part 20 of Article 68](#) of the present Federal Law on electronic site, the operator of electronic site shall send to a Customer the specified protocol and the second parts of applications submitted by the participants, as well as documents of the



participants of such auction provided in [paragraphs 2 - 6 and 8 of Part 2 of Article 61](#) of the present Federal Law and contained in the register of participants of the auction accredited on electronic site by the deadline for submission of applications for participation in this auction;

2) Within the period specified in [paragraph 1](#) of this Part, the operator of electronic site must send a notice to the participants of such auction;

3) Within three working days upon receipt by a Customer of the second part of applications of the participants of this auction and documents specified in [paragraph 1](#) of this Part, the auction commission shall consider the second part of applications and these documents for compliance with the requirements of the present Federal Law and documentation of such auction, and shall send to the operator of electronic site the final protocol of this auction signed by members of the auction commission. The specified protocol must contain the following information:

a) Decision on the compliance of the participants of the auction and their applications for participation in that auction with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of the participants of the auction and their applications with the requirements of the present Federal Law and (or) the relevant documentation together with explanation of that decision, including the indication of the provisions of the present Federal Law and (or) relevant documentation to which the applications do not correspond, as well as content of these applications which does not correspond to the documentation of this auction;

b) Decision of each member of the auction commission on the compliance of the participants of the auction and their applications for participation in that auction with the requirements of the present Federal Law and the relevant documentation, or the noncompliance of these participant and their application with the requirements of the present Federal Law and (or) the relevant documentation;

4) The contract shall be concluded in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law in the manner set forth in [Article 70](#) of the present Federal Law with the participant of the auction who submitted an application:

a) Before other applications for participation in this auction, if several participants of this auction and their applications comply with the requirements of the present Federal Law and the documentation of this auction;

b) Being the unopposed participant of this auction, if only one participant of this auction and his application comply with the requirements of the present Federal Law and the documentation of this auction.

4. If an electronic auction is declared failed on the grounds specified [Part 16 of Article 66](#) and [Part 8 of Article 67](#) of the present Federal Law due to the fact that there are no applications for participation submitted after the expiration time for submission of such applications, or based on the results of consideration of the first parts of applications for participation in this auction the auction commission decided to deny admission for the auction for all participants who applied to participate in this auction, a Customer shall make changes to the plan-schedule (if necessary, in the procurement plan) and carry out purchasing through a request for proposals in accordance with [paragraph 8 of Part 2 of Article 83](#) of the present Federal Law (object of purchase cannot be changed) or otherwise in accordance with the present Federal Law.

### § 3. Determining the Supplier (Contractor, Performer) by a request for quotation

#### Article 72. Request for quotation

1. A request for quotation is the way for determining the Supplier (Contractor, Performer) when information about the needs of a Customer in the product, work or service is announced to the unlimited number of persons by posting a notice of a request for quotation in the unified information system, and the winner of a request for quotation is the participant of procurement who offered the lowest contract price.

2. A Customer shall be entitled to make procurements by the way of request for quotation in accordance with the provisions of this paragraph provided that the initial (maximum) contract price



does not exceed five hundred thousand rubles. At the same time, the aggregate annual amount of procurements made by the way of request for quotation shall not exceed ten percent of the funds provided for all procurements of a Customer in accordance with the plan-schedule, but should not be more than one hundred million rubles per year.

3. Participation in the request for quotation shall be free of charges.

#### Article 73. Requirements for the request for quotation

1. Notice of a request for quotation shall contain the following information:

1) Information specified in [paragraphs 1 - 5 of Article 42](#) of the present Federal Law (including substantiation of the initial (maximum) contract price), requirement to the lack in the register of unfair suppliers (contractors, performers) (hereinafter - the register of unfair suppliers) provided by the present Federal Law of information about the participants of request for quotation, founders, members of collegial executive body, and person acting as the sole executive body of the participant of request for quotation (for legal entities);

2) Form of applications for quotation;

3) Location, date and time of opening envelopes with applications for quotation and (or) giving access to applications for quotation filled in the electronic form;

4) Information about contract service, contract manager, responsible for the conclusion of a contract; the period during which the winner of a request for quotation, or other participant of a request for quotation with whom the contract will be concluded in case if the winner of a request for quotation evades a contract, must sign that contract; the reasons why the winner or a request for quotation or other participant of a request for quotation is deemed evading a contract;

5) Information about the possibility of repudiation of a contract in accordance with the provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law;

6) Benefits provided by a Customer in accordance with [Articles 28 - 30](#) of the present Federal Law.

2. A draft contract must be attached to the notice of a request for quotation.

3. Application for request for quotation shall contain the information necessary to a Customer in accordance with the notice of a request for quotation, as well as:

1) Consent of the participant of a request for quotation to fulfill the contract terms specified in the notice of a request for quotation;

2) Price of the goods, works or services;

3) Documents confirming the right of the participant of a request for quotation to benefit in accordance with [Articles 28 - 30](#) of the present Federal Law, or copies of such documents.

4. It is not allowed to require the participant of a request for quotation to submit other documents and information, except those provided [Part 3](#) in of this Article.

#### Article 74. Procedure for the request for quotation

1. A Customer must post in the unified information system a notice about a request for quotation and a draft contract concluded by the results of such request, not less than seven working days before the deadline for submission of applications for quotation, and in the case, if the sum of procurement of goods, works or services does not exceed two hundred and fifty thousand rubles, and in the cases provided in [Article 76](#) of the present Federal Law, at least four working days before the deadline for the specified period.

2. Notice of a request for quotation should be available without charge within the whole period for submission of applications for quotation.

3. Together with posting in the unified information system a notice of a request for quotation a Customer is entitled to send a request for quotation to at least three persons engaged in supplying goods, performing works, and rendering services provided in that notice about a request for quotation.

4. In the cases provided for in [Articles 75 and 76](#) of the present Federal Law, a Customer must send a request for quotation to at least three persons engaged in supplying goods, performing works, and rendering services provided for in a notice of a request for quotation.

5. A request for quotation can be sent by any means of communication, including in the electronic form.

6. A Customer is entitled to amend a notice of a request for quotation not later than two working days prior to the deadline for submission of applications for quotation. It is not allowed to change the object of procurement. Within one working day after the date of this decision, the specified changes shall be posted by a Customer in the unified information system in the manner prescribed for posting a notice of a request for quotation in the unified information system. At the same time, the period for submitting applications for quotations should be extended so that from the date of posting in the unified information system of these changes until the deadline for submission of applications for quotations this period should be not less than seven working days; and in case of procurement of goods, works or services for an amount not exceeding two hundred and fifty thousand rubles, this period should be at least four working days prior to the deadline for that period.

Article 75. Specifics of a request for quotation for the activities of a Customer in the territory of a foreign state

Diplomatic missions and consular offices of the Russian Federation, trade missions of the Russian Federation, official missions of the Russian Federation in the international organizations and other Customers acting outside the territory of the Russian Federation shall have the right to procure goods, works and services by the way of request for quotation from Russian or foreign Suppliers (Contractors, Performers) regardless of the contract price in order to support its activity in the territory of a foreign state. In this case, the posting of a notice provided for in [Article 73](#) of the present Federal Law is not required.

Article 76. Specifics of a request for quotation for emergency medical aid, including specialized emergency medical aid in an emergency or urgent form, and for normal life support

1. A Customer is entitled to procure food, products for emergency medical aid, including specialized emergency medical aid, in an emergency or urgent form, medicines, fuel which are required for normal life support and the lack of which leads to the violation of the normal life by the way of request for quotation, regardless of the contract price in the following cases:

1) A court made a decision to provide a security for a claim filed by a Customer in connection with non-execution of the contract, a decision to terminate the contract of delivery of food, products for emergency medical aid, including specialized emergency medical aid, in an emergency or urgent form, medicines, fuel which are required for normal life support and the lack of which leads to the violation of the normal life;

2) Supervisory body in the field of procurements issued an order to cancel the results of the tender or electronic auction, and made a decision to procure these goods through a request for quotation. This decision is made by supervisory body in the field of procurements based on the application for quotations of a Customer submitted in a period of not more than ten working days from the date of issuance of this order;

3) Previously concluded contract is terminated in connection with a Customer's repudiation of the contract in accordance with the provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law.

2. A Contract for delivery of goods provided in [Part 1](#) of this Article can be concluded for a period not exceeding the period required for a tender or electronic auction for the right to conclude a contract for delivery of these goods. At the conclusion of this contract, the amount of goods to be delivered cannot exceed the amount of goods required for normal life of people within a specified period.

Article 77. Procedures for submission of applications for quotations.

1. Any procurement participants, including procurement participants to whom a request for quotation was not sent, can file only one application for quotation. If a Customer changed the notice of the request for quotation, a procurement participant is entitled to modify or withdraw its application for

quotation before the deadline for submission of applications for quotation.

2. An application for quotation shall be filled to a Customer in writing in a sealed envelope not allowing to view the content of this application before opening the envelope, or in the electronic form within the period specified in a notice of a request for quotation.

3. An application for quotation filed within the period specified in a notice of a request for quotation shall be registered by a Customer. It is not allowed to refuse admission and registration of an envelope with this application which does not contain information on the bidder and the requirement to submit this information. Upon a request of a procurement participant who filed the application, a Customer shall issue a receipt that the application for quotation was received specifying the date and time when it was received.

4. A Customer shall ensure the protection of envelopes with applications, security, privacy and confidentiality of applications for quotation filed in the electronic form, and shall consider the content of applications for quotation only after the opening of envelopes with such applications and (or) giving access to applications for quotation filed in the electronic form in accordance with the present Federal Law. Persons ensuring the protection of envelopes with such applications should prevent damage to these envelopes until they are opened in accordance with the present Federal Law, and (or) should prevent access to applications for quotation filed in the electronic form. For violation of provisions of this Article perpetrators are liable under the legislation of the Russian Federation.

5. Applications for quotation filed after the deadline for filing applications for quotation specified in a notice of a request for quotation shall not be considered and shall be returned to the procurement participants that filed these applications on the day when they were received. In procurement by a request for quotation in accordance with [Article 76](#) of the present Federal Law also should be returned an application for quotation filed by a procurement participant against whom a claim is lodged to terminate a contract, as provided for in [paragraph 1 of Part 1 of Article 76](#) of the present Federal Law.

6. If only one application for quotation is filled by the deadline for filling applications for quotation, or there are no applications for quotation filled, the request for quotation is deemed failed.

#### Article 78. Consideration and evaluation of applications for quotation

1. Within one working day following the deadline for filing applications for quotation, a quotation commission shall open envelopes with these applications and (or) give access to the applications for quotation filed in the electronic form, shall consider whether applications for quotation meet the requirements specified in a notice about a request for quotation, and shall evaluate applications for quotation. Envelopes with such applications shall be opened publicly at the time and place specified in a notice of a request for quotation. Opening of envelopes with all such applications and giving access to applications for quotation filed in the electronic form shall be made within one day. Information about the place, date and time for opening of such applications and (or) giving access to the applications for quotation filed in the electronic form, the name (for legal entities), surname, first name, patronymic (if any) (for individuals), mailing address of each participant of the request for quotation whose envelope with applications for quotation is opened or accessed if it is filed in the electronic form, the price of the goods, works or services specified in these applications for quotation, the information required to a Customer in accordance with the notice about a request for quotation, shall be announced at the opening of envelopes with such applications, and (or) when giving access to the applications for quotation filed in the electronic form.

2. A Customer shall provide an opportunity for all participants of the request for quotation who filed applications for quotation, or representatives of those participants to be present at opening of envelopes with such applications, and (or) giving access to applications filed in the electronic form. A Customer fulfills this duty, if the participants of the request for quotation had the opportunity to receive a full information about opening of envelopes with such applications and (or) giving access to applications filed in the electronic form in the real-time mode.

3. Immediately prior to opening of envelopes with the applications and giving access to applications filed in the electronic form, a quotation commission is obliged to announce to the participants of the request for quotation present at the opening of the envelopes, and (or) giving access

to applications filed in the electronic form, the possibility of submitting applications for quotation prior to the opening of envelopes with such applications and (or) giving access to such applications filed in the electronic form.

4. If it was proved that one participant of the request for quotation submitted two or more applications for quotations provided that the applications previously submitted by that participant are not withdrawn, all the applications for quotations submitted by that participant shall not be considered and shall be returned to him.

5. A Customer must provide an audio recording of opening of envelopes with the applications and (or) giving access to the applications filed in the electronic form. Any participant of the request for quotation present at the opening of such applications and (or) giving access to the applications filed in the electronic form is entitled to carry out audio and video recording of the process of opening of envelopes and (or) giving the access.

6. The winner of the request for quotation shall be recognized a procurement participant who filed the application for quotation which complies with all requirements specified in a notice of a request for quotation, and which contains the lowest price of goods, works, services. If several procurement participants filed the applications with the lowest price of goods, works, services, the winner of a request for quotation shall be the procurement participant whose application for quotation was received earlier than applications for quotation of other procurement participants.

7. The quotation commission shall not consider and shall reject applications for quotation, if they do not comply with the requirements specified in a notice about a request for quotation, or the price of goods, works, services offered in applications for quotation exceed the initial (maximum) price specified in a notice about a request for quotation, or the procurement participant did not submit the documents and information provided in [Part 3 of Article 73](#) of the present Federal Law. It is not allowed to reject applications for quotation on any other grounds.

8. The results of applications for quotation consideration and evaluation shall be put in a protocol which shall contain information about a Customer, the essential contract conditions, information about all procurement participants who filed applications for quotation, about rejected applications for quotation with justification of the grounds for rejection (including indication of the provisions of the present Federal Law and the provisions of a notice about a request for quotation to which applications for quotation of these participants do not correspond, the provisions contained in the applications for quotation which do not correspond to the requirements of a notice about a request for quotation, and the violations of Federal Laws and other normative legal acts giving rise to the rejection of applications for quotation), the application for the lowest price of goods, works, services, information about the winner of the request for quotation, about the procurement participant who offered the same price in the application for quotation as the winner of the request for quotation, or about the procurement participant whose contract price bid has the best conditions of the contract price following the conditions offered by the winner of the request for quotation. The applications for quotation consideration and evaluation protocol shall be signed by all members of the quotation commission present at the meeting, and shall be posted in the unified information system on the day when it was signed. The specified protocol shall be drawn in duplicate; a counterpart of the protocol shall remain with a Customer. Within two working days after the above protocol was signed, a Customer shall forward to the winner of the request for quotation a counterpart of the protocol and a draft contract, executed by including the contract conditions specified in a notice of the request for quotation and the price offered by the winner of the request for quotation in the application for quotation.

9. The request for quotation is failed, if the quotation commission rejected all the applications for quotation submitted, or by results of consideration of these applications only one application complies with the requirements specified in a notice of a request for quotation.

10. After the applications for quotation consideration and evaluation protocol specified in [Part 18](#) of this Article is posted in the unified information system, any procurement participant submitted an application for quotation is entitled to send to a Customer a request for explanation of the results of consideration and evaluation of applications for quotation in writing or in the electronic form. Within two working days after receipt of this request, a Customer must provide the corresponding explanation to this participant in writing or in the electronic form.

11. The winner of the request for quotation is deemed evading a contract, if within the period specified in a notice of a request for quotation, he did not send to a Customer the signed contract.

12. If it is recognized that the winner of the request for quotation evades a contract, a Customer is entitled to file a lawsuit to compensate damages caused by evading the contract, or conclude the contract with the procurement participant who offered the same contract price as the winner of the request for quotation, and in the absence of such procurement participant – with the procurement participant whose contract price offer has the best conditions of the contract price following the conditions offered by the winner of the request for quotation, if the contract price does not exceed the initial (maximum) contract price specified in the notice about the request for quotation. At the same time, it is mandatory for the above procurement participants to conclude a contract. If the above procurement participants evade a contract, a Customer can file a lawsuit to compensate damages caused by evading a contract, and organize repeated request for quotation.

13. A contract can be concluded no earlier than seven days after the date of posting the applications for quotation consideration and evaluation protocol in the unified information system and no later than twenty days after this protocol is signed.

14. A contract shall be concluded under the conditions specified in a notice of a request for quotation, at the price offered in the application for quotation of the winner of the request for quotation or in the application for quotation of the procurement participant, with whom the contract is to be concluded if the winner of the request for quotation evades a contract.

15. If there are judicial acts taken by a court or arbitral tribunal or force majeure circumstances preventing one of the parties to sign the contract within the period defined in this Article, that party must notify the other party of these judicial acts or force majeure circumstances within one day. At the same time, the period specified in this Article shall be suspended for a time of execution of these judicial acts or duration of force majeure circumstances, but not more than for thirty days. In case of cancellation, modification, or execution of judicial acts or termination of force majeure circumstances, the relevant party shall notify the other party about it not later than the day following the date of cancellation, modification, or execution of these judicial acts or termination of such force majeure circumstances.

#### Article 79. Consequences of declaration a request for quotation failed

1. A Customer shall conclude a contract with an unopposed Supplier (Contractor, Performer) in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law in cases where the request for quotation is recognized failed on the grounds provided for:

1) In [Part 6 of Article 77](#) of the present Federal Law due to the fact that after the deadline for submission of applications for quotation there is only one application submitted. Therewith, the application conforms to the requirements of the present Federal Law and the requirements specified in a notice of the request for quotation;

2) In [Part 9 of Article 78](#) of the present Federal Law due to the fact that based on the results of consideration of applications for quotations, there is only one application which conforms to the requirements of the present Federal Law and the requirements specified in a notice of the request for quotation.

2. If the request for quotation is recognized failed on the grounds specified in [Part 9 of Article 78](#) of the present Federal Law due to the fact that the quotation commission rejected all submitted applications for quotation, a Customer shall extend the deadline for submission of applications for quotation for four working days, and within one working day after the deadline for submission of such applications shall post a notice on the extension of the period for submission of such applications in the unified information system. Therewith, a Customer must send a request for submission of applications for quotation to at least three participants who can execute the necessary supply of goods, performance of work or provision of services.

3. If after the deadline for submission of applications for quotation specified in the notice of extension of the deadline for submission of the applications, there is only one application submitted and which conforms to the requirements of the present Federal Law and the requirements specified in a

notice of the request for quotation, a Customer shall conclude a contract with an unopposed Supplier (Contractor, Performer) in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law.

4. If after the deadline for submission of applications for quotation specified in the notice of extension of the deadline for submission of the applications, there are no applications submitted, a Customer shall make changes to the plan-schedule (if necessary, to the procurement plan) and restart the procurement.

**Article 80. Procedure for submission of applications for preliminary selection of procurement participants for the purposes of providing humanitarian aid or liquidating the consequences of natural or technogenic emergencies**

1. For the purposes of the present Federal Law, humanitarian aid includes the goods supplied by the Russian Federation on a free-of-charge basis to the foreign states or their federal and municipalities states, international or foreign institutions, nonprofit organizations, and foreign individuals, as well as works performed for them, medical and social welfare services to low-income persons, socially disadvantaged persons, victims of natural disasters and other emergencies, to liquidate the consequences of natural disasters and other emergencies. To provide humanitarian aid or to liquidate the consequences of natural or technogenic emergencies, a Customer shall carry out preliminary selection of procurement participants, whose qualification meet the requirements and who within the shortest possible period, without an advance payment and (or) with determent of payment, can supply goods, carry out works, render services (hereinafter - preliminary selection). Based on the results of a preliminary selection, a list of suppliers, contractors and performers shall be compiled (hereinafter – list of suppliers) in order to procure the goods, works, services by a request for quotation.

2. The list of suppliers shall be updated annually by means of preliminary selection. If before the day of preliminary selection a single supplier remains on the list of suppliers, the list of suppliers must be updated no later than forty five days after the day when the one before last supplier was excluded from this list.

3. [The list](#) of goods, works, services necessary to provide humanitarian aid or to liquidate the consequences of natural or technogenic emergencies shall be established by the Government of the Russian Federation. If there is a need for the goods, works, services that are not provided for by this list, procurement of such goods, works, services is carried out in accordance with the present Federal Law. If due to force-majeure there is a need for the goods, works, services that are not provided for by this list, and applying other methods of procurement is inexpedient due to a time factor, the procurement shall be made from the single Supplier (Contractor, Performer).

4. No later than twenty days before the deadline for filing applications for a preliminary selection, a Customer shall post a notice of a preliminary selection in the unified information system. A Customer is also entitled to publish a notice of a preliminary selection in any mass media, or in any electronic mass media.

5. A notice of a preliminary selection must have the following information:

- 1) The information provided for in [Article 42](#) of the present Federal Law;
- 2) information on the need to supply goods, carry out works, render services within the shortest possible period without an advance payment and (or) with determent of payment;
- 3) Requirements to the participants of a preliminary selection, and a full list of documents that should be submitted by participants of a preliminary selection in accordance with [Article 31](#) of the present Federal Law;
- 4) The form of an application for a preliminary selection;
- 5) The location, date, and time of a preliminary selection;
- 6) information about contract service, contract manager, responsible for the conclusion of a contract; period during which the winner of the request for quotation, or other participant of the request for quotation with whom the contract will be concluded in case if the winner of the request for quotation evades a contract must sign that contract; the reasons why the winner or the request for quotation or other participant of the request for quotation is deemed evading a contract;



6. A draft contract shall be attached to a notice of a preliminary selection.

7. Applications for a preliminary selection shall be filed in the time and form specified in a notice of a preliminary selection.

8. Applications for a preliminary selection filed after the deadline for filing the applications shall not be accepted and considered by a Customer

9. Each application for a preliminary selection filed by the deadline specified in a notice of a preliminary selection shall be registered by a Customer. Upon a request of a procurement participant who filed an application, a Customer shall issue a receipt that the application was received specifying the date and time when the bid was received.

Article.81 Procedure for preliminary selection of procurement participants for the purposes of providing humanitarian aid or liquidating the consequences of natural or technogenic emergencies

1. Within ten days after the deadline for filing applications for a preliminary selection, a quotation commission must consider the applications for quotation.

2. Based on the results of considering the applications filed for a preliminary selection, a quotation commission compiles the list of suppliers and makes a decision on including or refusing to include a procurement participant in the list of suppliers.

3. A decision to refuse to include a procurement participant in the list of suppliers shall be made if:

1) A preliminary selection participant does not meet the requirements established by a notice about a preliminary selection;

2) Documents for a preliminary selection are not presented in full, or incorrect information is presented;

3) An application for a preliminary selection does not meet the requirements specified in a notice about a preliminary selection;

4) A preliminary selection participant was excluded from the list of suppliers compiled on the basis of the results of the preliminary selection organized previously.

4. The results of considering the preliminary selection applications shall be registered in a protocol that is kept by a quotation commission and shall be signed by all present members of a quotation commission and on the day of the deadline for documents consideration shall be posted in the unified information system. Not late than next day after the protocol was signed, a Customer shall send notices about the decisions made to the preliminary selection participants who filed the preliminary selection applications.

5. A preliminary selection participant can appeal the decision of a quotation commission to not include this preliminary selection participant in the list of suppliers in accordance with the procedures specified in the present Federal Law.

6. A Customer shall compile the list of suppliers which includes preliminary selection participants in respect of whom the decision was made to include them in the list of suppliers. The list of suppliers must be compiled in accordance with the types of goods, works, services that can be supplied, carried out, rendered by such participants.

7. If it is established that documents submitted by the preliminary selection participants contain incorrect information, a Customer can exclude these preliminary selection participants from the list of suppliers.

Article 82. Specifics of procurement by the request for quotation for the purposes of providing humanitarian aid or liquidating the consequences of natural or technogenic emergencies

1. Procurement by the request for quotation for the purposes of providing humanitarian aid or liquidating the consequences of natural or technogenic emergencies is carried out without limiting the contract price.

2. For the purposes of providing humanitarian aid or liquidating the consequences of natural or technogenic emergencies, a Customer shall send a request for quotation to all procurement participants who can supply the necessary goods, carry out works, render services in accordance with the list of

suppliers.

3. A request for quotation can be made using all means of communications, including in the electronic form.

4. A request for quotation and applications for quotation must meet the requirements set in [Article 73](#) of the present Federal Law, in view of the specifics established by [Parts 5](#) and [6](#) of this Article.

5. A request for quotation shall contain the quantity of goods, volume of works, services required to provide humanitarian aid or liquidate the consequences of natural or technogenic emergencies. The maximum contract price should not be specified in a request for quotation. A procurement participant specifies in an application for quotation the quantity of goods, volume of works, services that can be supplied, carried out rendered within the period set in the request for quotation.

6. Each procurement participant can only submit one application for quotation that cannot be changed. If in course of a request for quotation a procurement participant fails to file an application for quotation twice, this procurement participant shall be excluded from the list of suppliers, and cannot take part in a preliminary selection that shall take place next year to update the lists of suppliers.

7. Based on the results of considering applications for quotation, a quotation commission makes a decision whether an application for quotation complies or does not comply with the requirements specified in a request for quotation. Therewith, a decision that an application for quotation does not comply with these requirements cannot be made only on the basis of nonconformity of the quantity of goods, volume of works, services specified in a request for quotation to the quantity of goods, volume of works, services, specified in an application for quotation. If by the deadline specified in a request for quotation, only one application for quotation was filed, or no applications were filed, a request for quotation is failed and a Customer is entitled to procure goods, works, and services from an unopposed Supplier (Contractor, Performer) in accordance with [Article 93](#) of the present Federal Law.

8. Based on the results of consideration and evaluation of applications for quotation, a quotation commission shall assign an order number to each application for quotation according to increasing contract price stated in these applications for quotation. Initially order numbers are assigned to the applications for quotation that state no less than thirty percent of the quantity of goods, volume of works, services specified in a notice of a request for quotation. The first number is assigned to the application for quotation that states no less than thirty percent of the quantity of goods, volume of works, services specified in a notice of a request for quotation (if there are applications for quotation that state no less thirty percent of the quantity of goods, volume of works, services specified in a notice of a request for quotation) and that offers the lowest contract price. If contract price offers in applications for quotation are identical, the first number shall be assigned to the application for quotation that was received by a Customer earlier than other applications for quotation.

9. The results of consideration and evaluation of applications for quotations must be registered in a protocol which should be signed by members of a quotation commission on the day of consideration and evaluation of applications for quotations, and should be posted in the unified information system. Within three days after the protocol for consideration and evaluation of applications for quotations was signed, a Customer must send in writing or in the electronic form a notice about the results of consideration and evaluation of applications for quotations to the winner of the request for quotation and other procurement participants. The winner of a request for quotation shall be recognized a procurement participant whose application for quotation received the first number.

10. The contract for delivery of the goods, works, and services in the amount, volume and at the price offered in the application for quotation shall be concluded with the winner of the request for quotation under the conditions specified in the request for quotation.

11. If the winner of the request for quotation cannot execute the contract in full, a Customer is entitled to make procurements from the procurement participant whose application for quotation received the next order number in the order of increasing, under the conditions specified in the request for quotation for the goods, works, services in the quantity, volume and at the price offered in this application for quotation.

12. If after concluding the contract under this Article, the quantity of goods, volume of works, services under the contract is less than the quantity of goods, volume of works, services required by a Customer, a Customer can place orders for the part of goods, volume of works, services that are lacking

with an unopposed Supplier (Contractor, Performer) in accordance with [Article 93](#) of the present Federal Law.

#### § 4. Determining the Supplier (Contractor, Performer) by a request for proposals

##### Article 83. Request for proposal

1. A request for proposals is the way for determining the Supplier (Contractor, Performer) when information about the needs of a Customer in the product, work or service is announced to the unlimited number of persons by posting a notice of a request for proposals in the unified information system, and the winner of a request for proposals is the participant of procurement who offered sent the final proposal which best meets the needs of a Customer in the product, work or service.

2. A Customer is entitled to procure by a request for proposals in the following cases:

1) Conclusion of Energy Supply Agreement or Energy Purchase Contract with guaranteeing supplier of energy;

2) Conclusion of the contract for the supply of sports equipment and sports outfit needed for training the sports teams of the Russian Federation for the Olympic Games and Paralympic Games, as well as for participation of sports teams of the Russian Federation in the Olympic Games and Paralympic Games;

3) The Federal Executive Authority in accordance with the [Rules](#) established by the Government of the Russian Federation enters into a contract with a foreign organization for the treatment of citizens of the Russian Federation outside the territory of the Russian Federation;

4) Conclusion of the contract by individuals for the provision of teaching services, and guide services (guide);

5) Procurement by diplomatic missions and consular offices of the Russian Federation, trade missions of the Russian Federation, official missions of the Russian Federation to the international organizations and other customers carrying out their activities outside the territory of the Russian Federation, to ensure such activities if the initial (maximum) contract price does not exceeds fifteen million rubles;

6) Procurement of goods, works or services that are the subject of a contract termination of which is performed by a Customer pursuant to [Part 9 of Article 95](#) of the present Federal Law. If before the termination of a contract, the Supplier (Contractor, Performer) partially fulfilled obligations under the contract, at the conclusion of a new contract under this paragraph the number of goods, the amount of works performed or services rendered shall be reduced taking into account the number of the goods, the amount of works performed or services rendered under a contract being terminated, and the contract price shall be reduced proportionally to the number of goods delivered, the amount of works performed or services provided;

7) Procurement of medicinal drugs that are needed to a patient with medical conditions (idiosyncrasy, for health reasons) by the decision of the medical commission which is recorded in the patient's medical documents and register of the medical commission. The amount of procured medicinal drugs should not exceed the amount of drugs required by a patient during the period of treatment. In addition, for the procurement in accordance with this paragraph, the subject of one contract cannot be the medicinal drugs required for two or more patients. A notice of the request for proposals in accordance with this paragraph shall be posted in the unified information system no later than the next working day following the day of procurement in accordance with [paragraph 28 of Part 1 of Article 93](#) of the present Federal Law. The above decision of the medical commission should be included simultaneously with the contract concluded in accordance with this paragraph, in the register of contracts provided for in [Article 103](#) of the present Federal Law, provided that depersonalization of personal data is performed under the Federal [Law](#) dated July 27, 2006 No. 152-FZ "On Personal Data".

8) Repeated tender or electronic auction is recognized failed in accordance with [Part 4 of Article 55](#) and [Part 4 of Article 71](#) of the present Federal Law;

9) Procurement of products of folk crafts, samples of which are registered in the [manner](#) established by the federal executive body authorized by the Government of the Russian Federation.

3. A notice of the request for proposals shall be posted by a Customer in the unified information system no later than five days prior to the date of such request. Along with posting of a notice of the request for proposals a Customer is entitled to send invitations for the request for proposals to the persons able to supply goods, perform works and render services that are the subject of the procurement. In this case, a Customer must send invitations for the request for proposals to the persons with whom within eighteen months preceding the request for proposals a Customer concluded contracts in respect of the same procurement subjects, provided that these contracts were not terminated due to the breach of conditions of these contracts by Suppliers (Contractors, Performers) in accordance with the provisions of the present Federal Law. In case of request for proposals in accordance with [paragraph 6 of Part 2](#) of this article, a Customer is obliged to send invitations for the request for proposals only to persons who were participants of the procurement for the right to conclude a contract the termination of which was carried out in accordance with [Part 9 of Article 95](#) of the present Federal Law, and when performing such procurement in respect of whose applications it was not made a decision to reject them due to non-compliance with the requirements of the present Federal Law, no later than five working days prior to the date of the request for proposals.

4. A notice of the request for proposals shall contain the following information:

- 1) Information provided for in [paragraphs 1 - 5 and 7 of Article 42](#) of the present Federal Law;
  - 2) Requirements for the participants of a request for proposals and full list of documents that must be submitted by the participants of a request for proposals in accordance with [Article 31](#) of the present Federal Law;
  - 3) Language or languages of documents of a request for proposals;
  - 4) Location, date and time of opening envelopes with applications for a request for proposals and (or) giving access to applications for a request for proposals filled in the electronic form, consideration and evaluation of these applications;
  - 5) Methods of obtaining documentation of a request for proposals, term, place and procedure of this documentation submission;
  - 6) Fee (if any) charged by a Customer for providing documentation of a request for proposals, way and currency of payment;
  - 7) Term, place and procedure of submission of applications for a request for proposals;
  - 8) Benefits provided by a Customer in accordance with [Articles 28 - 30](#) of the present Federal Law.
5. Since a notice of a request of proposals is posted in the unified information system, a Customer is not entitled to cancel the request for proposals, or change the notice of the request for proposals and documentation of the request for proposals.

6. Along with posting a notice of a request of proposals in the unified information system, a Customer shall post the documentation of a request for proposals that shall contain the following information:

- 1) Information specified in [Part 4](#) of this Article;
- 2) The name and description of the procurement subject, contract terms and conditions in accordance with [Article 33](#) of the present Federal Law, including justification of the initial (maximum) contract price;
- 3) Requirements for the content, including composition and form of applications for the request for proposals, and instructions on filling them out. It is not allowed to establish requirements that entail limiting the number of participants of the request for proposals or giving access to the request for proposals;
- 4) Information about the Customer's possibility to change the number of goods, amount of works or services included in the contract at the conclusion of the contract or during its execution in accordance with [Article 95](#) of the present Federal Law;
- 5) Procedures for request for proposals;
- 6) Procedures and deadline for withdrawal of applications for the request for proposals, procedures for returning these applications (including received after the deadline for their admission);
- 7) Criteria for assessing applications for the request for proposals, values of importance of these criteria in accordance with the present Federal Law, procedures for consideration and evaluation of these applications;

8) Information about contract service, contract manager responsible for the conclusion of a contract; period during which the winner of the request for proposals must sign that contract; the reasons why the winner or the request for proposals is recognized evading a contract;

9) Information about the possibility of an unilateral refusal to perform the contract in accordance with the provisions of [Parts 8 - 26 of Article 95](#) of the present Federal Law.

7. A draft contract which is an integral part of the documentation of the request for proposals shall be attached to the documentation of the request for proposals.

8. To take part in the request for proposals, within the period and in the manner established in a notice of the request for proposals and documentation of the request for proposals the participants of the request for proposals shall submit applications for the request for proposals to a Customer in writing or in electronic form. A request for proposals is recognized failed if before the day of opening envelopes with applications for the request for proposals and (or) giving access to applications filed in the electronic form there is only one application for the request for proposals submitted or there are no applications submitted.

9. Directly before opening envelopes with applications for the request for proposals and (or) giving access to applications for the request for proposals filed in electronic form, at the day, time and place specified in a notice of the request for proposals, a Customer must publicly announce the possibility of changes or withdrawal of applications submitted to the participants present at the opening of envelopes and giving the above access. A customer must provide all participants of the request for proposals who submitted applications with a possibility to be present at the opening of envelopes with their applications and (or) giving access to applications filed in the form of electronic form, and disclosure of the application containing the best conditions of the contract.

10. Commission for consideration of applications for the request for proposals and final proposals shall open the envelopes with applications for the request for proposals and (or) give access to applications for the request for proposals filed in electronic form. Participants of the request for proposals who submitted applications that do not meet the requirements established by documentation of the request for proposals shall be excluded, and their applications shall not be evaluated. The grounds on which the participant of the request for proposals was excluded shall be recorded in the protocol of the request for proposals. If one participant of the request for proposals submitted two or more applications for the request for proposals, the applications of such participant shall not be considered and shall be returned to him.

11. All applications of the participants of the request for proposals shall be evaluated based on the criteria specified in the documentation of the request for proposals, shall be recorded in a table and attached to the protocol of the request for proposals. Then, the contract conditions contained in the application recognized as the best shall be announced, or the conditions contained in a single application for the request for proposals without declaring the participant of the request for proposals who sent the single application.

12. After the announcement of the contract conditions contained in the application recognized as the best, or the conditions contained in a single application for the request for proposals, this request for proposals is completed. All participants of the request for proposals or one participant of the request for proposals who submitted the single application for the request for proposals are invited to send a final proposal not later than the working day following the day of the request for proposals.

13. Within one hour after the completion of the request for proposals, an extract from the protocol shall be posted in the unified information system. This extract shall contain a list of the participants excluded from the request for proposals stating the grounds of exclusion, the conditions of the contract contained in the application recognized as the best, or the conditions contained in a single application for the request for proposals without declaring the participant of the request for proposals who sent the single application.

14. If all participants present at the request for proposals refused to send the final proposal, this request for proposals is completed. Refusal of the participants of the request for proposals to send the final proposals shall be recorded in the protocol of the request for proposals.

15. Opening of envelopes with final proposals and (or) giving access to final proposals filed in the electronic form shall be carried out on the day following the day of completion of the request for

proposals and shall be recorded in the final protocol. Participants of the request for proposals who sent the final proposal are entitled to be present at the opening of envelopes with final proposals and (or) giving access to final proposals filed in the electronic form.

16. The winning final proposal is the final proposal which in accordance with the criteria specified in a notice of the request for proposals that best meets the needs of a Customer for goods, works and services. If several final proposals contain the same contract conditions, the winning final proposal is the final proposal which was received earlier than others. The final protocol shall contain all the conditions specified in the final proposals of the participants of the request for proposals, a decision made on the basis of evaluation of the final proposal on awarding the ordering numbers to these final proposals, and conditions of the winner of the request for proposals. The final protocol and the protocol of the request for proposals shall be posted in the unified information system on the day of signing of the final protocol.

17. A contract shall be concluded under the conditions specified in a notice of a request for proposals and final proposal of the winner of a request for proposals not earlier than seven days after the day of posting a final protocol in the unified information system provided for in [Part 16](#) of this Article, and not later than twenty days from the date of signing of the protocol. If the winner of the request for quotation evades a contract, a Customer is entitled to file a lawsuit to compensate damages caused by evading the contract, or conclude a contract with the procurement participant whose final proposal received the second number. If the participant of a request for quotation whose final proposal received the second number agrees to conclude a contract, a Customer shall draw up a draft contract by inclusion the conditions of the contract proposed by that participant in the draft contract.

18. If a request for proposals is recognized failed due to the fact that before opening of envelopes with applications for a request for proposals and (or) giving access to applications for a request for proposals filed in the electronic form there is only one application submitted which conforms to the requirements of the present Federal Law and the requirements of a Customer for goods, works and services specified in a notice of the request for proposals, a Customer is entitled to procure from an unopposed Supplier (Contractor, Performer) in accordance with [paragraph 25 of Part 1 of Article 93](#) of the present Federal Law.

19. If a request for proposals is recognized failed due to the fact that before opening of envelopes with applications for a request for proposals and (or) giving access to applications for a request for proposals filed in the electronic form there are no applications submitted, a Customer shall make changes to the plan-schedule (if necessary, to the procurement plan) and restart the procurement.

20. A Customer must provide an audio recording of opening of envelopes with the applications for a request for proposals, envelopes with final proposals and (or) giving access to the applications for a request for proposals or final proposals filed in the electronic form. Any participant of the request for proposals present at the opening of such applications, final proposals and (or) giving access to the applications, final proposals filed in the electronic form is entitled to carry out audio and video recording of the process of opening of envelopes and (or) giving the access.

21. If there are judicial acts taken by a court or arbitral tribunal or force majeure circumstances preventing one of the parties to sign the contract within the period defined in this Article, that party must notify the other party of these judicial acts or force majeure circumstances within one day. At the same time, the period specified in this Article shall be suspended for a time of execution of these judicial acts or duration of force majeure circumstances, but not more than for thirty days. In case of cancellation, modification, or execution of judicial acts or termination of force majeure circumstances, the relevant party shall notify the other party about it not later than the day following the date of cancellation, modification, or execution of these judicial acts or termination of such force majeure circumstances.

#### § 5. Closed Methods for Selection of Suppliers (Contractors, Performers)

Article 84. Features of using closed methods for selection of suppliers (contractors, performers)



1. The closed methods for selection of suppliers (contractors, performers) shall be understood to mean a closed tender, a selective tender, a closed two-stage tender, a closed auction, in the course of which in accordance with the provisions of [Articles 85](#) and [86](#) of this Federal Law procurement information is communicated by the customer by invitations to participate in the closed methods for selection of suppliers (contractors, performers) and procurement documents to the limited number of persons, who meet the requirements set out in this Federal Law and can deliver goods, perform works and render services that are items subject to procurement in cases stipulated by [Part 2](#) of this Article.

2. Closed methods for selection of suppliers (contractors, performers) shall be used only in the following cases:

1) procurement of goods, works and services required to meet federal needs if information about such needs constitutes a state secret;

2) procurement of goods, works and services, information about which constitutes a state secret, provided that such information is contained in the procurement documentation or a draft contract;

3) entering into contracts for services associated with insurance, transportation and protection of valuables of the State Fund of Precious Metals and Precious Stones of the Russian Federation, services associated with insurance, transportation and protection of museum pieces and museum collections, rare and valuable editions, manuscripts, archival documents (including copies thereof) of historical, artistic or other cultural value assigned by customers to individuals or legal entities or received by customers from individuals or legal entities for temporary possession and use or for temporary use, including in connection with holding of exhibitions within the Russian Federation and (or) foreign countries;

4) procurement of cleaning services, services of drivers to ensure activities of judges, bailiffs.

3. Closed methods for selection of suppliers (contractors, performers) shall be used upon consultation with the federal government agency authorized by the Government of the Russian Federation to exercise these functions. The use of closed methods for selection of suppliers (contractors, performers) shall be approved pursuant to the [procedure](#) established by the federal government agency for regulation of the contract system in the area of procurement. The period of such approval must not be more than ten working days from the date of receipt of a request to approve the use of a closed method for selection of suppliers (contractors, performers).

#### Article 85. Features of holding a closed tender, a selective tender and a closed two-stage tender

1. A closed tender shall be understood to mean a tender, in the course of which procurement information is sent by the customer to the limited number of persons, who meet the requirements set out in this Federal Law and to the extent provided in [part 2 of Article 84](#) of this Federal Law can deliver goods, perform works and render services that are a subject of such tender, and the winner of such tender shall be deemed to be its participant, which offered the best conditions of contract performance.

2. When holding a closed tender the provisions of this Federal [Law](#) concerning an open tender are subject to the provisions of this Article.

3. When holding a closed tender for procurement of goods, works or services, information about which constitutes a state secret, provided that this information is contained in tender documentation or a draft contract, a closed tender notice shall be put by the customer on the unified information system no less than thirty days before the date of opening of envelopes with tender applications. From the date of putting a closed tender notice on the unified information system persons interested in obtaining tender documentation shall file a request in writing to the customer accompanied by the documents certifying compliance of these persons with requirements set out in this Federal Law and access to information, which constitutes a state secret. Within three days from the date of receipt of the above mentioned request the customer shall send such persons tender documentation in accordance with the requirements of [legislation](#) of the Russian Federation on protection of state secrets. Tender documentation shall be provided in writing after making payments by such person for the provision of tender documentation, if the above mentioned payment is fixed by the customer and an indication thereof is contained in the invitation to participate in a closed tender. The amount of the above mentioned payment must not exceed expenses of the customer for making a copy of closed tender

documents.

4. A closed tender notice is not required when holding a closed tender for procurement of goods, works or services to meet federal needs, if information about such needs constitutes a state secret, as well as in cases of holding a closed tender for the provision of services associated with insurance, transportation and protection of valuables of the State Fund of Precious Metals and Precious Stones of the Russian Federation, services associated with insurance, transportation and protection of museum pieces and museum collections, rare and valuable editions, manuscripts, archival documents (including copies thereof) of historical, artistic or other cultural value assigned by customers to individuals or legal entities or received by customers from individuals or legal entities for temporary possession and use or for temporary use, including in connection with holding of exhibitions within the Russian Federation and (or) foreign countries, procurement of cleaning services, services of drivers to ensure activities of judges, bailiffs. No later than twenty days before the date of opening of envelopes with closed tender applications the customer shall send written invitations to participate in a closed tender to those persons, who meet the requirements set out in this Federal Law, can deliver goods, perform works and render services that are a subject of such tender and in the event of holding a closed tender for goods, works or services, information about which constitutes a state secret, have access to information constituting a state secret. The above mentioned invitations must contain information subject to inclusion in the open tender notice in accordance with this Federal Law.

5. The customer is obliged to provide access to tender documentation for all participants in a closed tender that sent requests for tender documentation, which meet the requirements of this Federal Law and received invitations to participate in a closed tender. At the request of a participant in a closed tender, which an invitation to participate in a closed tender was sent to, the customer is obliged to provide this participant with tender documentation within two working days from the date of receipt of such request. Tender documentation shall be provided in writing after making payments by this participant for the provision of tender documentation, if such payment is fixed by the customer and an indication thereof is contained in the invitation to participate in a closed tender. The amount of such payment must not exceed expenses of the customer for making a copy of tender documents.

6. Opening of envelopes with closed tender applications may be held earlier than the date specified in tender documentation and the invitation to participate in a closed tender, given the written consent of all participants in such tender thereto, which invitations to participate in it were sent to.

7. At least twenty days prior to the date of opening of envelopes with closed tender applications the customer shall send the authorized federal government agency a list of all persons, whom tender documentation and copies of all invitations to participate in such tender were sent at their requests.

8. A report on the opening of envelopes with closed tender applications shall be drawn up in duplicate and sent by the customer to the authorized federal government agency no later than the working day following the date of its signing. Within the same period a copy of the above mentioned report shall be sent by the customer to participants in a closed tender, which submitted applications for participation in it.

9. A report on the consideration and evaluation of applications to participate in a closed tender shall be drawn up in duplicate and sent by the customer to the authorized federal government agency no later than the working day following the date of its signing. Within the same period a copy of the above mentioned report shall be sent by the customer to participants in a closed tender, which submitted applications for participation in it.

10. A selective tender shall be understood to mean a tender, in the course of which procurement information is sent by the customer to the limited number of persons, who meet the requirements set out in this Federal Law and can deliver goods, perform works and render services that are a subject of such selective tender to the extent provided in [part 2 of Article 84](#) of this Federal Law, and the winner of such tender shall be deemed to be its participant, which prequalified and offered the best conditions of contract performance according to the tender results.

11. When holding a selective tender the provisions of this Federal Law concerning a selective tender and a closed tender are subject to the provisions of this Article. When holding a selective tender procurement information shall be communicated to the procurement participants pursuant to the procedure and within the time limits specified in [Part 3](#) of this Article.

12. A report on the results of prequalification with grounds for decisions made by the customer, including a list of persons, who meet specified requirements, shall be drawn up in duplicate and sent by the customer to the authorized federal government agency no later than the working day following the date of its signing. Within the same period copies of the above mentioned report shall be sent by the customer to participants in a selective tender, which submitted applications for participation in it.

13. A report on the consideration and evaluation of applications to participate in a selective tender shall be drawn up in triplicate and sent by the customer to the authorized federal government agency no later than the working day following the date of signing of the above mentioned report. Within the same period copies of the above mentioned report shall be sent by the customer to prequalified participants in such tender with an invitation to participate in a selective tender.

14. A closed two-stage tender shall be understood to mean a tender, in the course of which information about holding of such tender and tender documentation are sent by the customer to the limited number of persons, who meet the requirements set out in this Federal Law and can deliver goods, perform works and render services that are a subject of such tender to the extent provided in [Part 2 of Article 84](#) of this Federal Law, and the winner of such tender shall be deemed to be its participant, which offered the best conditions of contract performance according to the results of the second stage of such tender.

15. When holding a closed two-stage tender the provisions of this Federal Law concerning a two-stage tender are subject to the provisions of this Article and provisions concerning a closed tender. When holding such tender procurement information shall be communicated to the procurement participants pursuant to the procedure and within the time limits specified in [Part 3](#) of this Article.

16. A report on the consideration and evaluation of applications to participate in a closed two-stage tender shall be drawn up in duplicate and sent by the customer to the authorized federal government agency no later than the working day following the date of signing of the above mentioned report. Within the same period copies of the above mentioned report shall be sent by the customer to the persons, who submitted applications for participation in such tender.

17. When holding a closed tender, a selective tender, a closed two-stage tender it is not allowed to provide tender documentation, changes made in it, send requests for explanation of the provisions of tender documentation and provide these explanations as electronic documents. Explanation of the provisions of tender documentation must be communicated in writing by the customer to all participants in such tenders, which were provided with tender documentation, specifying the request subject, but without specification of the participant, from which the request was received.

18. The reports drawn up in the course of a closed tender, a selective tender, a closed two-stage tender and information obtained in the course of such tenders may not be published in the mass media and put on the unified information system.

19. When holding a closed tender, a selective tender and a closed two-stage tender it is not allowed to carry out audio and video recording.

#### Article 86. Closed auction

1. A closed auction shall be understood to mean a closed method for selection of the supplier (contractor, performer), according to which the winner of such auction shall be deemed to be a participant in the closed auction, which offered the lowest contract price.

2. It is not allowed to collect payment for participation in a closed auction from participants in a closed auction and payment for provision of closed auction documentation.

3. Closed auction documentation, changes made in the closed auction documentation, explanations of closed auction documentation may not be published in the mass media and put on the unified information system.

4. In case of holding a closed auction for procurement of goods, works or services, information about which constitutes a state secret, provided that such information is contained in the auction documentation or a draft contract, a closed auction notice shall be put by the customer on the unified information system no less than thirty days before the date of opening of envelopes with closed auction applications. From the date of putting a closed auction notice on the unified information system persons

interested in obtaining closed auction documentation shall file a request in writing to the customer accompanied by the documents certifying compliance of these persons with requirements set out in this Federal Law and access to information, which constitutes a state secret. Within three days from the date of receipt of the above mentioned request the government customer shall send such person auction documentation in accordance with the requirements of [legislation](#) of the Russian Federation on protection of state secrets. Closed auction documentation shall be provided in writing after making payments by such person for the provision of auction documentation, if the above mentioned payment is fixed by the customer and an indication thereof is contained in the invitation to participate in a closed auction. The amount of the above mentioned payment must not exceed expenses of the customer for making a copy of closed auction documents.

5. A closed auction notice is not required when holding a closed auction for procurement of goods, works or services to meet federal needs, if information about such needs constitutes a state secret, as well as in cases of holding closed auctions for the provision of services associated with insurance, transportation and protection of valuables of the State Fund of Precious Metals and Precious Stones of the Russian Federation, services associated with insurance, transportation and protection of museum pieces and museum collections, rare and valuable editions, manuscripts, archival documents (including copies thereof) of historical, artistic or other cultural value assigned by customers to individuals or legal entities or received by customers from individuals or legal entities for temporary possession and use or for temporary use, including in connection with holding of exhibitions within the Russian Federation and (or) foreign countries, procurement of cleaning services, services of drivers to ensure activities of judges, bailiffs. No later than ten days before the date of opening of envelopes with closed auction applications the customer shall send written invitations to participate in a closed auction to those persons, who meet the requirements set out in this Federal Law, can deliver goods, perform works and render services that are items subject to procurement in cases stipulated by [Part 2 of Article 84](#) of this Federal Law.

6. The customer shall specify its name, postal address, an item subject to procurement, a method for obtaining closed auction documentation, a period, place and a procedure for provision of closed auction documentation in the invitations to participate in a closed auction.

7. At least five days prior to the date of opening of envelopes with closed auction applications the customer shall send the authorized federal government agency a list of all persons, to which closed auction documentation and copies of all invitations to participate in a closed auction were sent at their requests.

8. When holding a closed auction it is not allowed to provide closed auction documentation, changes made in it, send requests for explanation of the provisions of closed auction documentation and provide these explanations as electronic documents. Explanation of the provisions of closed auction documentation must be communicated in writing by the customer to all participants in a closed auction, which were provided with closed auction documentation, specifying the request subject, but without specification of the participant, from which the request was received.

9. The amount of security for the closed auction application may not exceed five percent of the initial (maximum) contract price.

#### Article 87. Closed auction documentation

1. Closed auction documentation must contain the following information:

- 1) name and description of an item subject to procurement, as well as contract terms in accordance with [Article 33](#) of this Federal Law, including substantiation of the initial (maximum) contract price;
- 2) requirements for content and structure of closed auction applications in accordance with [Part 2 of Article 88](#) of this Federal Law and guidelines for completion thereof;
- 3) date and time of expiration of a period for submission of closed auction applications;
- 4) an amount and a procedure for granting security for procurement applications, as well as requirements for a bank guarantee;

5) contract form, an amount of contract performance security, as well as requirements for contract performance security;

6) information on the customer's ability to change contract terms in accordance with the provisions of this Federal Law;

7) information on the currency used for contract pricing and settlements with procurement participants;

8) a procedure for using the official exchange rate of a foreign currency against the Russian ruble fixed by the Central Bank of the Russian Federation and used for contract payment;

9) place, date and time of opening of envelopes with closed auction applications, date of consideration of such applications;

10) "auction step";

11) place, date and time of a closed auction;

12) information on the advantages granted by the customer in accordance with [Articles 28 - 30](#) of this Federal Law;

13) information on the possibility of a unilateral refusal to perform the contract in accordance with the provisions of [Parts 8 - 26 of Article 95](#) of this Federal Law.

2. A draft contract, which is an integral part of closed auction documentation, must be attached to the closed auction documentation.

3. The customer is obliged to provide access to closed auction documentation for all participants in a closed auction, which received an invitation to participate in it, within two working days from the date of receipt of the appropriate request. At the request of a participant in a closed auction the customer is obliged to provide this participant with closed auction documentation. Closed auction documentation shall be provided in writing after making payments by this participant for the provision of this documentation, if the above mentioned payment is fixed by the customer and an indication thereof is contained in the invitation to participate in a closed auction. The amount of the above mentioned payment must not exceed expenses of the customer for making a copy of closed auction documents.

4. Any participant in a closed auction, which received an invitation to participate in it and was provided with closed auction documentation, may send a written request to the customer for explanation of the provisions of closed auction documentation.

5. Within two days from the date of receipt of a request from a participant in a closed auction specified in [Part 4](#) of this Article the customer shall send this participant explanation of the provisions of closed auction documentation, provided that the above mentioned request was received by the customer no later than three days before the date of expiration of a period for submission of closed auction applications.

6. Explanation of the provisions of closed auction documentation must not change its purport.

7. The customer may on its own initiative or in response to the request of a participant in a closed auction for explanation of the provisions of closed auction documentation decide to make changes in the closed auction documentation no later than five days before the date of expiration of a period for submission of closed auction applications. Changes in an item subject to procurement are not allowed. Such changes shall be sent to all participants in a closed auction, which were provided with closed auction documentation, within two working days from the date of the above mentioned decision. A period for submission of closed auction applications must be extended so that this period was no less than ten days from the date of sending such changes to the date of expiration of a period for submission of closed auction applications.

#### Article 88. Procedure for submission of closed auction applications

1. In order to participate in a closed auction any participant in a closed auction shall submit the closed auction application within the time limit and according to the form, which are specified in closed auction documentation.

2. Any closed auction application must contain:

1) information and documents concerning any participant in a closed auction, which submitted

such application:

a) name, company name (if any), registered address, postal address (for a legal entity), surname, first name and patronymic (if any), passport details, place of residence (for an individual), contact telephone number;

b) an extract from the Unified State Register of Legal Entities or a notarized copy thereof (for a legal entity), an extract from the Unified State Register of Individual Entrepreneurs or a notarized copy thereof (for an individual entrepreneur), copies of identity papers (for other individuals) received no earlier than six months prior to the date of sending an invitation to participate in a closed auction;

c) a document confirming powers of the head. If another person acts on behalf of a participant in a closed auction, the closed auction application shall also contain either a power of attorney to act on behalf of a participant in a closed auction affixed with its seal (for a legal entity) and signed by the head or a person authorized by this head or a notarized copy thereof. If the above mentioned power of attorney is signed by a person authorized by the head, the closed auction application shall also contain a document confirming powers of such person;

d) copies of founding documents of any participant in a closed auction (for a legal entity);

e) a decision on the approval or settlement of a major transaction, where a requirement for existence of such decision for settlement of a major transaction is specified by the legislation of the Russian Federation, founding documents of a legal entity and for a participant in a closed auction delivery of goods, performance of works or rendering of services that are the subject of the contract or contribution of funds as security for the closed auction application, contract performance security is a major transaction, or a copy of such decision;

2) suggestions of a participant in a closed auction about an item subject to procurement accompanied by documents confirming compliance of this participant with requirements specified by closed auction documentation;

3) documents confirming compliance of a participant in a closed auction with requirements specified by closed auction documentation;

4) documents confirming provision of security for the closed auction application;

5) documents confirming the right of a participant in a closed auction to gain benefits in accordance with [Articles 28 - 30](#) of this Federal Law or copy thereof.

3. It is not allowed to require provision of other documents and information, except for documents and information provided by [Part 2](#) of this Article, of a participant in a closed auction.

4. A participant in a closed auction shall submit a written closed auction application in a sealed envelope. All sheets of the closed auction application, all sheets of an application volume to participate in a closed auction must be bound and numbered. The closed auction application and an application volume to participate in a closed auction must contain a list of documents being a part of them, be sealed by a participant in a closed auction (for a legal entity) and signed by a participant in a closed auction or a person authorized by a participant in a closed auction.

5. A participant in a closed auction may submit only one closed auction application in respect of each item subject to procurement.

6. The acceptance of closed auction applications shall cease on the date of opening of envelopes with such applications specified in the invitation to participate in a closed auction immediately prior to the opening of these envelopes.

7. Each closed auction application submitted within the time limit specified in closed auction documentation shall be registered by the customer. At the request of a participant in a closed auction, which submitted the closed auction application, the customer shall issue a receipt for such application specifying date and time of its receipt.

8. Closed auction applications received after expiration of the application period shall not be considered and shall be returned to participants in a closed auction, which submitted such applications, on the same date. The customer is obliged to repay money contributed as security for such applications to specified participants within the time limit prescribed by [Part 6 of Article 44](#) of this Federal Law.

9. A participant in a closed auction, which submitted the closed auction application, may withdraw such application at any time before the date and time of consideration of closed auction applications. The customer is obliged to repay money contributed as security for such application to the specified



participant within the time limits prescribed by [Part 6 of Article 44](#) of this Federal Law.

10. If upon expiration of the period for submission of closed auction applications only one such application or not one such application is submitted, a closed auction shall be deemed to be invalid. If closed auction documentation provides for two or more lots, a closed auction shall be deemed to be invalid in respect of those lots, for which only one such application or not one such application is submitted.

#### Article 89. Procedure for consideration of closed auction applications

1. The auction committee shall consider closed auction applications in terms of their compliance with requirements specified by closed auction documentation.

2. A period for consideration of closed auction applications may not exceed ten days from the date of expiration of the application period.

3. In the event of establishing the fact of submission of two or more closed auction applications in respect of the same lot by one participant in a closed auction, provided that applications submitted earlier by this participant are not withdrawn, all its closed auction applications submitted in respect of this lot shall not be considered and shall be returned to such participant.

4. Based on the results of considering closed auction applications the auction committee shall make decision on the admission of procurement participants, which submitted such applications, to participate in a closed auction, recognition of them as participants in a closed auction or refusal to admit procurement participants to participation in a closed auction, as well as draw up a report of consideration of such applications, which is signed by all members of the auction committee present at the meeting, on the date on which consideration of closed auction applications is completed. The above mentioned report must contain information about procurement participants, which submitted closed auction applications, a decision on the admission of these participants to participate in a closed auction and recognition of them as participants in a closed auction or refusal to admit this participant to participation in a closed auction with grounds for this decision, including provisions of this Federal Law and other laws and regulations, which a procurement participant that submitted the closed auction application does not conform to, provisions of closed auction documentation, which the application of this participant to participate in a closed auction does not conform to, provisions of such application, which do not comply with the requirements of closed auction documentation, laws and regulations, information on a decision of each member of the auction committee on the admission of a procurement participant to participate in this auction or refusal to admit this participant to participation in a closed auction.

5. No later than one working day following the date of signing of a report of closed auction application consideration the customer shall send a copy of the above mentioned report to the authorized federal government agency.

6. Notices of decisions made by the auction committee shall be given to procurement participants that submitted closed auction applications and were recognized as participants in a closed auction and procurement participants that submitted closed auction applications and were not admitted to participate in it no later than one working day following the date of signing of the report of closed auction application consideration.

7. The customer is obliged to repay money contributed as security for the closed auction application to the procurement participant, which submitted the closed auction application and was not admitted to participate in a closed auction, within five working days from the date of signing of the report specified by [Part 4](#) this Article.

8. If based on the results of considering closed auction applications a decision to refuse admission of all procurement participants, which submitted closed auction applications, to participation in a closed auction, or on the recognition of only one procurement participant, which submitted the closed auction application, to be its participant has been made, a closed auction shall be deemed to be invalid. If closed auction documentation provides for two or more lots, a closed auction shall be deemed to be invalid only in respect of that lot, for which it has been decided to refuse admission of all participants in a closed auction, which submitted closed auction applications for that lot, to participation in a closed

auction or it has been decided to admit only one procurement participant, which submitted the closed auction application for that lot, to participation in a closed auction and recognize it to be a participant in a closed auction. The customer is obliged to repay money contributed as security for the closed auction application to procurement participants, which submitted closed auction applications and were not admitted to participate in it within the time limit specified by [Part 7](#) of this Article. Money contributed as security for the closed auction application shall be repaid to the sole participant in a closed auction within the time limits specified by [Part 6 of Article 44](#) of this Federal Law.

9. In the case referred to in [Part 8](#) of this Article a contract shall be concluded with the sole supplier (contractor, performer) in accordance with [paragraph 24 of Part 1 of Article 93](#) of this Federal Law.

#### Article 90. Closed auction procedure

1. Only persons recognized as participants in a closed auction may participate in such auction. The customer is obliged to enable participants in a closed auction to participate in a closed auction either directly or indirectly.

2. A closed auction shall be held by the customer in the presence of members of the auction committee, participants in a closed auction or their representatives.

3. A closed auction shall be held by reducing the initial (maximum) contract price specified in the closed auction documentation by an "auction step".

4. An "auction step" shall be set equal to five percent of the initial (maximum) contract price specified in the invitation to participate in a closed auction. If after threefold announcement of a closing contract price bid none of the participants in a closed auction has declared its intention to offer lower contract price, an auctioneer is obliged to reduce the "auction step" by 0.5 percent of the initial (maximum) contract price, but not below 0.5 percent of the initial (maximum) contract price.

5. The auctioneer shall be selected from members of the auction committee by an open majority vote of members of the auction committee.

6. The closed auction shall be held as follows:

1) immediately prior to the start of a closed auction the auction committee shall register participants in a closed auction or their representatives. In case of a closed auction for several lots the auction committee shall register participants in a closed auction or their representatives that submitted closed auction applications in respect of such lot before each lot. The numbered cards (hereinafter – "cards") shall be issued to the participants in a closed auction or their representatives during registration;

2) the auctioneer shall start a closed auction with announcement of the start of a closed auction (lot), lot number (in case of a closed auction for several lots), name of an item subject to procurement, initial (maximum) contract price, "auction step", names of participants in a closed auction that were absent from a closed auction, as well as with an appeal to participants in a closed auction or their representatives to make their contract price bids;

3) after announcement by the auctioneer of the initial (maximum) contract price and the contract price reduced by the "auction step" pursuant to the procedure established by [Part 4](#) of this Article a participant in a closed auction or its representative shall raise a card if he/she agrees to enter into a contract at the announced contract price;

4) the auctioneer shall announce the number of a card of a participant in a closed auction or its representative, which first raised cards after announcement by the auctioneer of the initial (maximum) contract price and the contract price reduced by the "auction step", a new contract price reduced by the "auction step" pursuant to the procedure established by [Part 4](#) of this Article and the "auction step", which the contract price is reduced by;

5) a closed auction shall be deemed to be completed if after threefold announcement by the auctioneer of the contract price none of the participants in a closed auction or none of the representatives of participants in a closed auction raised a card. In this case, the auctioneer shall announce the completion of a closed auction (lot) and the last and the last but one contract price bids, card number, name of the winner of such auction and name of a participant in such auction, which

made the last but one contract price bid.

7. The winner of a closed auction shall be deemed to be a participant in a closed auction, which offered the lowest contract price.

8. When holding a closed auction the customer must keep the minutes of a closed auction, which must contain information about the place, date and time of a closed auction, participants in a closed auction, initial (maximum) contract price, the last and the last but one contract price, as well as name and registered address (for a legal entity), surname, first name and patronymic (if any), place of residence (for an individual) of the winner of a closed auction and a participant in such auction, which made the last but one contract price bid, must be specified. The minutes of a closed auction shall be signed by the customer, all present members of the auction committee on the date of a closed auction. The minutes of a closed auction shall be drawn up in two copies, one of which is kept by the customer. Within three working days from the date of signing the minutes of a closed auction the customer shall surrender one copy of the above mentioned minutes and a draft contract, in which the contract price offered by the winner of a closed auction is included, to the winner of a closed auction.

9. No later than one working day following the date of signing the minutes of a closed auction the customer shall send a copy of the above mentioned minutes to the authorized federal government agency.

10. After signing the minutes of a closed auction any participant in a closed auction may send the customer a written request for explanations of the closed auction results. Within two working days from the date of receipt of this request the customer is obliged to provide this participant with appropriate explanations.

11. Within five working days from the date of signing the minutes of a closed auction the customer is obliged to repay money contributed as security for the closed auction application to the participants in a closed auction that took part in a closed auction, but did not become winners.

12. Any participant in a closed auction may appeal the results of a closed auction pursuant to the procedure established by [Chapter 6](#) of this Federal Law.

13. The report of closed auction application consideration, the minutes of a closed auction, closed auction applications, closed auction documentation, changes made in the closed auction documentation and explanations of closed auction documentation shall be kept by the customer for three years.

#### Article 91. Conclusion of the contract based on the results of a closed auction

1. If in accordance with the provisions of this Federal Law the winner of a closed auction did not submit the signed contract and provide contract performance security within the time limit specified by closed auction documentation, the winner of a closed auction shall be deemed to avoid the conclusion of a contract.

2. A contract may be concluded no earlier than ten days from the date of signing the minutes of a closed auction.

3. If the winner of a closed auction is deemed to avoid the conclusion of a contract, the customer may file a legal claim for damages caused by avoiding the conclusion of a contract to the extent not covered by an amount of tender application security and may conclude a contract with a participant in a closed auction, which made the last but one contract price bid, with the consent of this participant. In case the winner of a closed auction avoids the conclusion of a contract, money contributed by it as security for the closed auction application shall not be repaid. In case of a refusal of a participant in a closed auction, which made the last but one contract price bid, to conclude a contract the customer shall make a decision on the recognition of a closed auction to be invalid.

4. A contract shall be concluded under the terms stipulated in closed auction documentation at the price offered by the winner of a closed auction or if a contract is concluded with a participant in a closed auction, which made the last but one contract price bid, at the price offered by this participant.

5. A contract shall be concluded only after provision of contract performance security by the winner of a closed auction or a participant in a closed auction with which a contract is concluded if the winner of a closed auction avoids the conclusion of a contract.

6. Money contributed as security for the closed auction application shall be repaid to a participant

in a closed auction with which a contract is concluded within five working days from the date of conclusion of a contract with it.

Article 92. Consequences of recognition for selection of the supplier (contractor, performer) using a closed method to be invalid

In the event that the selection of the supplier (contractor, performer) selection using a closed method is recognized to be invalid the customer may make changes in the procurement documentation and announce a new selection of the supplier (contractor, performer) or upon consultation with the federal government agency authorized by the Government of the Russian Federation to exercise this function make procurement from the sole supplier (contractor, performer) in accordance with [paragraph 24 of Part 1 of Article 93](#) of this Federal Law.

#### § 6. Procurement from the Sole Supplier (Contractor, Performer)

Article 93. Procurement from the sole supplier (contractor, performer)

1. Procurement from the sole supplier (contractor, performer) may be carried out by the customer in the following cases:

1) procurement of goods, works or services, which belong to the scope of activities of natural monopoly entities in accordance with Federal [Law](#) No. 147-FZ "On Natural Monopolies" dated August 17, 1995;

2) public procurement from the sole supplier (contractor, performer) specified by the decree or order of the President of the Russian Federation or in cases provided by instructions of the President of the Russian Federation from the supplier (contractor, performer) specified by the decree or order of the Government of the Russian Federation. The subject matter of a contract, time limit, for which a contract may be concluded, shall be laid down in the above mentioned legal acts. When drafting the above mentioned legal acts substantiation of the contract price shall be attached to such drafts in accordance with the provisions of [Article 22](#) of this Federal Law;

3) performance of work on preparedness activity in the Russian Federation;

4) procurement of goods, works or services for an amount not exceeding one hundred thousand rubles. The total annual volume of procurements, which the customer may make pursuant to this paragraph, shall not exceed five percent of an amount of funds allocated to make all procurements of the customer in accordance with the time schedule and amount to no more than fifty million rubles a year. The above mentioned restrictions in terms of setting limit values for determination of the amount of funds shall not apply to the procurement of goods, works and services carried out by the customers for needs of rural settlements;

5) procurement of goods, works or services by a state or municipal educational institution, a state or municipal cultural institution, statutory objectives of which are preservation, use and promotion of cultural heritage sites, as well as by another state or municipal institution (a zoo, a planetarium, an amusement park, a reserve, a botanic garden, a national park, a natural park, a landscape park, a theater, an institution conducting concert activities, a television and radio broadcasting institution, a circus, a museum, a culture centre, a palace of culture, a club, a library, a record office) for an amount not exceeding four hundred thousand rubles. The total annual volume of procurements, which the customer may make pursuant to this paragraph, shall not exceed fifty percent of an amount of funds allocated to make all procurements of the customer in accordance with the time schedule and amount to no more than twenty million rubles a year;

6) origination of demand for works or services, which may be performed or rendered only by a government agency according to its powers or its subordinate government agency, state unitary enterprise, appropriate powers of which shall be specified by federal laws, laws and regulations of the President of the Russian Federation or laws and regulations of the Government of the Russian Federation, legislative acts of the proper constituent entity of the Russian Federation;

7) conclusion of a contract for the supply of Russian arms and military equipment, which do not have Russian analogues and are produced by a sole manufacturer, with the supplier of such arms and military equipment. A [procedure](#) for maintaining a register of sole suppliers of such arms and military equipment and a pricing procedure shall be established by the Government of the Russian Federation. A public contract for the supply of such arms and military equipment shall be concluded at the price determined pursuant to the above mentioned pricing procedure;

8) rendering of services for water supply, water disposal, heat supply, gas supply (excluding services for liquefied gas sales), connection to the utility networks at prices (rates) controlled in accordance with the legislation of the Russian Federation, storage and import (export) of narcotic drugs and psychotropic substances;

9) origination of demand for certain goods, works and services as a result of an accident and other natural or man-made emergencies, force majeure, origination of the need for urgent medical intervention (provided that such goods, works and services are not included in the [list](#) of goods, works and services required for the provision of humanitarian assistance and natural or man-made emergency response and recovery approved by the Government of the Russian Federation). The use of other methods for selection of the supplier (contractor, performer) requiring time consumption is impractical. According to this paragraph the customer may conclude a contract for the supply of goods, performance of works or rendering of services in quantity, volume required for management of consequences that arose as a result of the accident and other natural or man-made emergencies, force majeure or for urgent medical intervention;

10) delivery of cultural property (including museum pieces and museum collections, rare and valuable editions, manuscripts, archival documents (including copies thereof) of historical, artistic or other cultural value) intended to replenish state museum funds, library stock, archive funds, film and photo funds, as well as similar funds;

11) goods shall be produced, works shall be performed and services shall be rendered by an institution and an enterprise of the penal enforcement system in accordance with the list of goods, works and services approved by the Government of the Russian Federation;

12) conclusion by a penal institution of a contract for the supply of goods for state needs in case of purchase by the above mentioned institution of raw and other materials, component parts for production of goods, performance of works, rendering of services in order to employ convicted persons on the basis of agreements entered into with legal entities, provided that such raw and other materials, component parts are purchased by the above mentioned institution from the funds provided for by these agreements;

13) procurement of literary and artistic works of certain authors (except for the purchase of film projects for the purposes of distribution), performances of specific performers, phonograms of specific producers for customer needs if a sole person has exclusive rights to or exclusive licenses for such works, performances, phonograms;

14) procurement of printed or electronic publications of certain authors from publishers of such publications if the said publishers have exclusive rights or exclusive licenses to use such publications, as well as rendering of services for granting access to electronic publications to ensure activities of state and municipal educational institutions, state and municipal libraries, state research organizations;

15) conclusion of a contract for visit of a zoo, a theater, a cinema, a concert, a circus, a museum, an exhibition or a sporting event;

16) conclusion of a contract for services associated with participation in an event delivered for the needs of several customers with the supplier (contractor, performer) selected by the customer, which is an organizer of such event, pursuant to the procedure established by this Federal Law;

17) conclusion of a contract by a theater, an institution conducting concert or theatrical activities, including concert team (dance group, choir, orchestra, ensemble), a television and radio broadcasting agency, a circus, a museum, a culture centre, a palace of culture, a club, an educational institution, a zoo, a planetarium, an amusement park, a reserve, a botanic garden, a national park, a natural park or a landscape park with a specific individual for creation of a literary or artistic work or with a specific individual or a specific legal entity conducting concert or theatrical activities, including concert team (dance group, choir, orchestra, ensemble), for performance or with an individual or a legal entity for

making and delivery of scenery, stage furniture, stage costumes (including hats and shoes) and materials required for creation of scenery and costumes, as well as stage properties, make-up, wigs and facial hair, puppets required to create and (or) perform works by the above mentioned organizations;

18) conclusion of a contract for services associated with sales of admission tickets and subscriptions to visits of theatrical, cultural and educational, as well as entertainment events, excursion tickets and excursion vouchers – registered high-security forms;

19) conclusion of a contract for services associated with author's supervision over elaboration of design documentation for an infrastructure facility, field supervision over construction, reconstruction, major repair of an infrastructure facility by the respective designers, technical and designer's supervision over performance of works on preservation of a cultural heritage site (historical and cultural monuments) of the peoples of the Russian Federation by the project designers;

20) conclusion of contracts for services associated with provision of visits of heads of foreign states, heads of government of foreign states, heads of international organizations, parliamentary delegations, government delegations, delegations of foreign states (hotel and transport service, operation of computer equipment, provision of meals);

21) conclusion of contracts for the supply of goods, performance of works and rendering of services to ensure activities of state protection sites, including provision of outdoor events delivered by the President of the Russian Federation, chambers of the Federal Assembly of the Russian Federation, the Government of the Russian Federation (domestic, hotel and transport service, operation of computer equipment, ensuring of sanitary and epidemiological welfare, provision of safe meals);

22) conclusion of an apartment house management contract pursuant to a decision of the general meeting of owners of premises in an apartment house or on the basis of an open tender held by a local government authority in accordance with the housing [legislation](#), a management company if premises in an apartment house are in private, state or municipal ownership;

23) conclusion of a contract for services associated with maintenance and repair of one or more non-residential premises assigned to the customer for free use or management, if these services are rendered to another person or other persons, who use non-residential premises located in the building, where premises assigned to the customer for free use or management are located;

24) recognition of the supplier (contractor, performer) selection using a closed method to be invalid and making by the customer of a decision on the procurement from the sole supplier (contractor, performer) in accordance with the provisions of [Part 9 of Article 89](#) and [Article 92](#) of this Federal Law upon consultation with the federal government agency authorized by the Government of the Russian Federation to exercise these functions. A contract must be concluded with the sole supplier (contractor, performer) under the terms stipulated in procurement documentation at the price offered by a procurement participant with which a contract is concluded, but not above the initial (maximum) contract price (lot price) specified in procurement documentation. A [procedure](#) for approving the possibility to conclude a contract with the sole supplier (contractor, performer) shall be established by the federal government agency for regulation of the contract system in the area of procurement. The period of such approval must not be more than ten working days from the date of receipt of a request to approve the possibility to conclude a contract with the sole supplier (contractor, performer);

25) recognition of an open tender, a selective tender, a two-stage tender, a re-tender, an electronic auction, a request for quotations, a request for proposals to be invalid and making by the customer of a decision on the procurement from the sole supplier (contractor, performer) in accordance with [Parts 1 and 7 of Article 55](#), [Parts 1 - 3 of Article 71](#), [Parts 1 and 3 of Article 79](#), [Part 18 of Article 83](#) of this Federal Law. Such decision of the customer shall be agreed in the process of procurement to meet federal needs, needs of the constituent entity of the Russian Federation, municipal needs with the federal government agency authorized to exercise control in the area of procurement or a control authority in the area of government defense order, a government agency of the constituent entity of the Russian Federation, a local government authority of a municipal district or a local government authority of an urban district authorized to exercise control in the area of procurement. A contract must be concluded with the sole supplier (contractor, performer) under the terms stipulated in procurement documentation at the price offered by a procurement participant with which a contract is concluded, but not above the initial (maximum) contract price or at the initial (maximum) contract price in case of



an electronic auction. A [procedure](#) for approving conclusion of a contract with the sole supplier (contractor, performer) shall be established by the federal government agency for regulation of the contract system in the area of procurement. The period of approval must not be more than ten working days from the date of receipt of a request to approve conclusion of a contract with the sole supplier (contractor, performer);

26) conclusion of a contract for services associated with sending of an employee on a business trip, as well as participation in holding of festivals, concerts, performances and similar cultural events (including tour) on the basis of invitations to attend the above mentioned events. At the same time such services shall involve the provision of a journey to and from the place of a business trip and venue of the above mentioned events, rent of dwelling, transport service, provision of meals;

27) conclusion of a contract for services of a counsel in connection with the assignment of a counsel by an agency of inquiry, a pretrial investigation agency, a court to attend as a defence counsel in criminal proceedings in accordance with the Criminal Procedure [Code](#) of the Russian Federation or a court to attend as a representative in civil proceedings in accordance with the Civil Procedure [Code](#) of the Russian Federation;

28) procurement of medicinal products that are intended for prescription to a patient if there are medical reasons (idiosyncrasy, for life-saving indications) by the decision of a medical panel, which is recorded in the medical papers of a patient and a log of a medical panel. The customer may conclude a contract for the supply of medicinal products in accordance with this paragraph for an amount not exceeding two hundred thousand rubles. The volume of medicinal products purchased must not exceed the volume of such products required for the above mentioned patient during the period, which is necessary for procurement of medicinal products in accordance with the provisions of [paragraph 7 of Part 2 of Article 83](#) of this Federal Law. In addition, when procuring medicinal products in accordance with the provisions of this paragraph medicinal products intended for prescription to two or more patients may not be the subject matter of one contract. The above mentioned decision of a medical panel shall be placed along with a contract concluded in accordance with this paragraph in the register of contracts provided for by [Article 103](#) of this Federal Law. At the same time depersonalization of personal data provided for by the Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006 must be ensured.

2. When procuring from the sole supplier (contractor, performer) to the extent stipulated in [paragraphs 1 - 3, 6 - 8, 11 - 14, 16 - 19 of Part 1](#) of this Article the customer shall put a notice of such procurement on the unified information system no later than five days prior to the contract conclusion date. The notice of procurement from the sole supplier (contractor, performer) must contain information specified in [paragraphs 1, 2, 4, 8 of Article 42](#) of this Federal Law. The notice of procurement from the sole supplier (contractor, performer) shall not be required if information about it constitutes a state secret. When procuring from the sole supplier (contractor, performer) to the extent stipulated in [paragraphs 6 and 9 of part 1](#) of this Article the customer is obliged to notify a control authority in the area of procurement on such procurement within one working day from the contract conclusion date. The notice on such procurement, when it is carried out to meet federal needs, needs of the constituent entity of the Russian Federation or municipal needs, shall be given to a federal government agency authorized to exercise control in the area of procurement or a control authority in the area of government defense order, a government agency of the constituent entity of the Russian Federation, a local government authority of a municipal district or a local government authority of an urban district authorized to exercise control in the area of procurement. A copy of the contract concluded in accordance with this paragraph with the grounds for its conclusion shall be attached to this notice.

3. In case of procurement from the sole supplier (contractor, performer) the customer is obliged to substantiate impossibility or inexpediency to use other methods for the selection of the supplier (contractor, performer), as well as contract price and other material terms of a contract in the documented report in order to conclude a contract.

4. When procuring from the sole supplier (contractor, performer) a contract must contain calculation and substantiation of the contract price.

## § 7. Performance, Change and Termination of a Contract

### Article 94. Features of contract performance

1. Performance of a contract shall involve the following set of measures implemented after conclusion of a contract and aimed at the achievement of procurement goals by interaction between the customer and the supplier (contractor, performer) in accordance with civil legislation and this Federal Law, including:

1) acceptance of goods delivered, work performed (its results), services rendered, as well as individual stages of delivery of goods, performance of works, rendering of services (hereinafter – an individual contract performance stage) specified by a contract, including an expert examination of goods delivered, results of works performed, services rendered, as well as individual contract performance stages in accordance with this Federal Law;

2) payment by the customer for goods delivered, work performed (its results), services rendered, as well as individual contract performance stages;

3) interaction between the customer and the supplier (contractor, performer) when changing, terminating a contract in accordance with [Article 95](#) of this Federal Law, imposition of penalties and commission of other acts in case of breach of a contract terms by the supplier (contractor, performer) or the customer.

2. In accordance with the contract terms the supplier (contractor, performer) is obliged to promptly provide accurate information on the fulfillment of its obligations, including on the difficulties emerging in the course of contract performance, as well as present the results of delivery of goods, performance of works or rendering of services specified by a contract to the customer by the time stipulated in a contract. The customer is obliged to ensure the acceptance of goods delivered, works performed or services rendered in accordance with this Article.

3. The customer is obliged to carry out an expert examination to check the results presented by the supplier (contractor, performed) and specified by a contract in terms of their compliance with the contract terms. An expert examination of the results specified by a contract may be carried out by the customer on its own or experts and expert organizations may be involved in its carrying out on the basis of contracts concluded in accordance with this Federal Law.

4. The customer is obliged to involve experts and expert organizations in carrying out of an expert examination of goods delivered, works performed or services rendered, where procurement is carried out from the sole supplier (contractor, performer) except as provided in [paragraphs 1, 4 - 6, 8, 15, 17, 18, 22, 23, 26 and 27 of Part 1 of Article 93](#) of this Federal Law. The Government of the Russian Federation may specify other cases, when it is mandatory for experts and expert organizations to carry out an expert examination of goods delivered, works performed or services rendered specified by a contract.

5. In order to carry out an expert examination of goods delivered, works performed or services rendered experts and expert organizations shall be entitled to request supplementary materials related to the conditions of contract performance and individual contract performance stages from the customer and the supplier (contractor, performer). The results of such expert examination shall be presented in the form of an opinion, which is signed by an expert, an authorized representative of expert organization. It must be objective, reasonable and comply with the legislation of the Russian Federation. If according to the results of such expert examination violations of contractual requirements, which do not hinder the acceptance of goods delivered, works performed or services rendered, are discovered, an opinion may contain suggestions about correction of these violations, including with specification of a period for their correction.

6. An acceptance committee, which consists of at least five people, may be formed by the decision of the customer for acceptance of goods delivered, works performed or services rendered, the results of an individual contract performance stage.

7. The results of an individual contract performance stage, as well as goods delivered, works performed or services rendered shall be accepted pursuant to the procedure and within the time limits specified by a contract. The acceptance shall be documented in the acceptance certificate, which is signed by the customer (if an acceptance committee is formed, it is signed by all members of such

acceptance committee and approved by the customer), or a reasonable written refusal to sign such certificate shall be sent by the customer to the supplier (contractor, performer) within the same time limits. In case of involvement of experts and expert organizations by the customer for carrying out of the above mentioned expert examination when making decision on the acceptance or a refusal to accept the results of an individual contract performance stage or goods delivered, works performed or services rendered the acceptance committee must consider suggestions of experts and expert organizations involved to carry it out set forth in the opinion based on the results of the above mentioned examination.

8. The customer may not refuse acceptance of the results of an individual contract performance stage or goods delivered, works performed or services rendered in case of revealing non-compliance of these results or these goods, works and services with the contract terms, if revealed non-compliance does not hinder acceptance of these results or these goods, works, services and is remedied by the supplier (contractor, performer).

9. The results of an individual contract performance stage, information on the goods delivered, works performed or services rendered shall be presented by the customer in the report, which is put on the unified information system and contains the following information:

1) on contract performance (the results of an individual contract performance stage, delivery of goods, works performed or services rendered, including their compliance with the time schedule), meeting of contract performance milestones and deadlines;

2) on improper performance of a contract (with an indication of committed violations) or non-performance of a contract and sanctions, which are imposed in connection with the breach of a contract or its non-performance;

3) on change or termination of a contract during its performance.

10. The opinion based on the results of expert examination of an individual contract performance stage, goods delivered, works performed or services rendered and a certificate of acceptance of such results or another document specified by the legislation of the Russian Federation shall be attached to the report.

11. A [procedure](#) for preparation and putting of the report specified in [Part 9](#) of this Article on the unified information system, a [form](#) of the above mentioned report shall be prescribed by the Government of the Russian Federation.

12. State authorities of constituent entities of the Russian Federation and local government authorities may establish a procedure for putting reports on the results of an individual contract performance stage, delivery of goods, performance of works or rendering of services (including lists of additional information) on the regional and municipal information systems.

#### Article 95. Change and termination of a contract

1. Changes to the material terms of a contract during its performance shall not be allowed except for changes as agreed by the parties in the following cases:

1) if the possibility to change contract terms was provided by procurement documentation and a contract and in case of procurement from the sole supplier (contractor, performer) by a contract:

a) in case of a contract price reduction without change in quantity of goods, volume of works or services, quality of goods delivered, works performed, services rendered and other terms specified by a contract;

b) if quantity of goods, volume of works or services specified by a contract increases by no more than ten percent or quantity of goods delivered, volume of works performed or services rendered specified by a contract decreases by no more than ten percent at the customer's suggestion. At the same time a change in contract price subject to the provisions of fiscal legislation of the Russian Federation in proportion to an additional quantity of goods, an additional volume of works or services on the basis of price per unit and price of works or services specified by a contract is allowed by agreement of the parties, but no more than by ten percent of the contract price. When quantity of goods, volume of works or services specified by a contract decreases, parties under a contract are obliged to reduce the contract price on the basis of price per unit and price of works or services. In case

of a decrease in quantity of goods delivered specified by a contract price per additionally delivered unit or price per unit must be determined as a quotient of the initial contract price by quantity of such goods stipulated in a contract;

2) if price of a contract concluded to meet federal needs for a period of not less than three years amounts to or exceeds the price set by the Government of the Russian Federation and for reasons beyond control of the parties under a contract performance of such contract is impossible without changes to its terms, these terms can be modified pursuant to a decision of the Government of the Russian Federation;

3) if price of a contract concluded to meet the needs of the constituent entity of the Russian Federation for a period of not less than three years amounts to or exceeds the price set by the Government of the Russian Federation and for reasons beyond control of the parties to a contract performance of such contract is impossible without changes to its terms, these terms can be modified pursuant to a decision of the supreme government agency of the constituent entity of the Russian Federation;

4) if price of a contract concluded to meet municipal needs for a period of not less than one year amounts to or exceeds the price set by the Government of the Russian Federation and for reasons beyond control of the parties under a contract performance of such contract is impossible without changes to its terms, these terms can be modified pursuant to a decision of local administration;

5) change in controlled prices (rates) of goods, works and services in accordance with the legislation of the Russian Federation;

6) in cases provided for in [paragraph 6 of Article 161](#) of the Fiscal Code of the Russian Federation, when limits of fiscal commitments previously reported to a state or municipal customer as a recipient of taxpayer funds are reduced. During performance of a contract a state or municipal customer shall [ensure negotiation](#) of new contract terms, including price and (or) time limits for contract performance and (or) quantity of goods, volume of works or services specified by a contract.

2. As stipulated in [paragraph 6 of Part 1](#) of this Article in case of a contract price reduction quantity of goods, volume of works or services shall be reduced according to the [methodology](#) approved by the Government of the Russian Federation.

3. As stipulated in [paragraph 6 of Part 1](#) of this Article a decision on the contract change due to a reduction in fiscal commitment limits shall be made by a state or municipal customer based on proportionality of a change in contract price and quantity of goods, volume of works or services.

4. Upon occurrence of circumstances, which are provided by [paragraph 6 of Part 1](#) of this Article and cause impossibility for a state or municipal customer to fulfil fiscal commitments arising from a contract, the customer shall proceed from the need to fulfil commitments arising from a contract, the subject matter of which is delivery of goods required for normal life sustenance (including food, outfit for delivery of emergency, including emergency specialized, medical care in the emergency or acute form, medicines, fuel) and (or) under which the supplier (contractor, performer) fulfilled commitments, as a matter of priority.

5. When performing a contract it shall not be allowed to substitute the supplier (contractor, performer), except where a new supplier (contractor, performer) is a successor of the supplier (contractor, performer) under such contract as a result of reorganization of a legal entity in the form of transformation, merger or consolidation.

6. In case of substitution of the customer rights and obligations of the customer under the contract shall be assigned to a new customer.

7. When performing a contract it shall be allowed by agreement between the customer and the supplier (contractor, performer) to deliver goods, perform works or render services, quality, technical and functional specifications (consumer properties) of which are improved as compared to the quality and appropriate technical and functional specifications stipulated in the contract. In such a case, appropriate changes must be put by the customer on the register of contracts concluded by the customer.

8. Termination of the contract shall be allowed by agreement of the parties, by a court decision, in case of a unilateral refusal of a party under the contract to perform the contract in accordance with the civil legislation.

9. The customer may make a decision on the unilateral refusal to perform the contract in accordance with the civil legislation, provided that it was stipulated in the contract.

10. The customer may carry out an expert examination of goods delivered, works performed, services rendered with the involvement of experts and expert organizations before making a decision on the unilateral refusal to perform the contract in accordance with [Part 8](#) of this Article.

11. If the customer carried out an expert examination of goods delivered, works performed or services rendered with the involvement of experts and expert organizations, a decision on the unilateral refusal to perform the contract may only be made by the customer, provided that breach of the contract, which gave rise to the customer's unilateral refusal to perform the contract, will be confirmed in the expert's opinion based on the results of expert examination of goods delivered, works performed or services rendered.

12. The customer's decision on the unilateral refusal to perform the contract within one working day following the date of such decision shall be put on the unified information system and sent to the supplier (contractor, performer) by registered mail with a return receipt to the address of the supplier (contractor, performer) specified in the contract, as well as by cable, fax, e-mail or using other means of communication and delivery ensuring registration of such notice and receipt by the customer of an advice of its delivery to the supplier (contractor, performer). Fulfillment by the customer of requirements under this part shall be deemed to be a due notice to the supplier (contractor, performer) of the unilateral refusal to perform the contract. The date of such due notice shall be deemed to be the date of receipt by the customer of an advice of delivery of such notice to the supplier (contractor, performer) or the date of receipt by the customer of information on the absence of the supplier (contractor, performer) at its address specified in the contract. If it is impossible to receive such advice or information, the date of such due notice shall be deemed to be the date upon expiration of thirty days from the date of putting the customer's decision on the unilateral refusal to perform the contract on the unified information system.

13. The customer's decision on the unilateral refusal to perform the contract shall come into effect and the contract shall be deemed to be terminated ten days after the date of due notice to the supplier (contractor, performer) given by the customer of the unilateral refusal to perform the contract.

14. The customer is obliged to revoke a decision on the unilateral refusal to perform the contract, which has not come into effect, if within ten days from the date of due notice to the supplier (contractor, performer) of such decision on the unilateral refusal to perform the contract a breach of the contract, which served as a ground for the above mentioned decision, is remedied, as well as costs associated with expert examination are recovered to the customer in accordance with [Part 10](#) of this Article. This rule shall not apply in case of a repeated breach of the contract by the supplier (contractor, performer), which is a reason for the customer's unilateral refusal to perform the contract in accordance with the civil legislation.

15. The customer is obliged to make a decision on the unilateral refusal to perform the contract, if in the course of contract performance it has been found that the supplier (contractor, performer) does not meet the requirements for procurement participants specified in procurement documentation or provided inadequate information about its compliance with such requirements that enabled it to become a winner of the supplier (contractor, performer) selection.

16. Information on the supplier (contractor, performer) with which the contract was terminated due to the customer's unilateral refusal to perform the contract shall be included on the register of mala fide suppliers (contractors, performers) pursuant to the procedure established by this Federal Law.

17. In case of the contract termination due to the customer's unilateral refusal to perform the contract the customer may procure goods, works, services, delivery, performance and rendering of which were the subject matter of terminated contract in accordance with the provisions of [paragraph 6 of Part 2 of Article 83](#) of this Federal Law.

18. If prior to the contract termination the supplier (contractor, performer) has partially fulfilled its obligations under the contract, when concluding a new contract quantity of goods to be delivered, volume of works to be performed or services to be rendered shall be reduced with an allowance for quantity of goods delivered, volume of works performed or services rendered under the terminated contract. The price of the contract concluded in accordance with [Part 17](#) of this Article shall be reduced



in proportion to the quantity of goods delivered, volume of works performed or services rendered.

19. The supplier (contractor, performer) may make a decision on the unilateral refusal to perform the contract in accordance with the civil legislation if the contract provided for the customer's right to make a decision on the unilateral refusal to perform the contract.

20. A decision of the supplier (contractor, performer) on the unilateral refusal to perform the contract within one working day following the date of such decision shall be sent to the customer by registered mail with a return receipt to the customer's address specified in the contract, as well as by cable, fax, e-mail or using other means of communication and delivery ensuring registration of such notice and receipt by the customer of an advice of its delivery to the customer. Fulfillment by the supplier (contractor, performer) of requirements under this Part shall be deemed to be a due notice to the customer of the unilateral refusal to perform the contract. The date of such due notice shall be deemed to be the date of receipt by the supplier (contractor, performer) of an advice of delivery of such notice to the customer.

21. A decision of the supplier (contractor, performer) on the unilateral refusal to perform the contract shall come into effect and the contract shall be deemed to be terminated ten days after the date of due notice to the customer given by the supplier (contractor, performer) of the unilateral refusal to perform the contract.

22. The supplier (contractor, performer) is obliged to revoke a decision on the unilateral refusal to perform the contract, which has not come into effect, if within ten days from the date of due notice to the customer of such decision on the unilateral refusal to perform the contract a breach of the contract, which served as a ground for the above mentioned decision, is remedied.

23. When terminating the contract due to the unilateral refusal of one party under the contract to perform the contract the other party under the contract may claim compensation for only actual damages directly caused by circumstances, which are a reason for making a decision on the unilateral refusal to perform the contract.

24. In case of the contract termination due to the supplier's (contractor's, performer's) unilateral refusal to perform the contract the customer shall procure goods, works, services, delivery, performance and rendering of which were the subject matter of terminated contract in accordance with the provisions of this Federal Law.

25. Features of a procedure for making a decision by the parties under the contract on the unilateral refusal to perform the contract when procuring goods, works and services under the state defence order can be specified by the Federal Law No. 275-FZ "On the State Defence Order" dated December 29, 2012.

26. Information about the contract change or contract termination, except for data constituting a state secret, shall be put by the customer on the unified information system within one working day following the date of contract change or contract termination.

#### Article 96. Contract performance security

1. The customer must set a requirement for contract performance security in the notice of procurement, procurement documentation, draft contract, invitation to participate in the supplier (contractor, performer) selection using a closed method, except as provided in [Part 2](#) of this Article.

2. When procuring from the sole supplier (contractor, performer) as provided by [paragraphs 4, 5, 8, 9, 10, 13, 15, 17, 20 - 23, 26 - 28 of Part 1 of Article 93](#) of this Federal Law the customer may set a requirement for contract performance security in the notice of procurement and (or) in the draft contract.

3. Performance of the contract may be secured by the provision of a bank guarantee issued by a bank and meeting the requirements of [Article 45](#) of this Federal Law or placing money on the account specified by the customer, on which transactions with funds received by the customer are recognized in accordance with the legislation of the Russian Federation. The way of contract performance security shall be determined by a procurement participant that the contract is concluded with without assistance. The bank guarantee term must exceed the contract period no less than by one month.

4. The contract shall be concluded after provision of contract performance security by a



procurement participant in accordance with this Federal Law.

5. In case of a failure of any procurement participant, with which the contract is concluded, to provide contract performance security within the time limit established for conclusion of the contract, such participant shall be deemed to avoid conclusion of the contract.

6. The amount of contract performance security must be between five to thirty percent of the initial (maximum) contract price specified in the notice of procurement. If the initial (maximum) contract price exceeds fifty million rubles, the customer is obliged to set a requirement for contract performance security ranging from ten to thirty percent of the initial (maximum) contract price, but no less than in the amount of advance payment (if the contract provides for payment of an advance). If an advance payment exceeds thirty percent of the initial (maximum) contract price, contract performance security shall be fixed in the amount of advance payment. If the price offered in the application of a procurement participant is reduced by twenty-five or more percent in relation to the initial (maximum) contract price, a procurement participant, with which the contract is concluded, shall provide contract performance security subject to the provisions of [Article 37](#) of this Federal Law.

7. In the course of contract performance the supplier (contractor, performer) may provide the customer with contract performance security reduced by an amount of fulfilled obligations under the contract instead of the previously provided contract performance security. The way to secure performance of the contract can be changed.

8. If a procurement participant, with which the contract is concluded, is a state or municipal public institution, the provisions of this Federal Law on the contract performance security shall not apply to such participant.

9. As provided by [Part 9 of Article 54](#) of this Federal Law if judicial acts or force majeure circumstances, which prevent signing of the contract, are in effect more than thirty days, a tender shall be deemed to be invalid and money contributed as contract performance security shall be repaid to the winner of a tender within five working days from the date when a tender was declared invalid.

10. Features of contract performance security in the field of state defence order under this Article can be specified by the Federal [Law](#) No. 275-FZ "On the State Defence Order" dated December 29, 2012.

## **Chapter 4. PROCUREMENT MONITORING AND PROCUREMENT AUDIT**

### **Article 97. Procurement monitoring**

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Part 1 of Article 97 shall become effective as of January 1, 2016 ([Article 114](#) hereof).

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1. Procurement monitoring is a system of observations in the area of procurement made on an ongoing basis through collection, consolidation, systematization and assessment of procurement information, including implementation of procurement plans and fulfillment of time schedules.

2. Procurement monitoring shall be carried out for the following purposes:

1) assessment of the achievement of procurement goals defined in accordance with [Article 13](#) of this Federal Law;

2) assessment of procurement reasonableness in accordance with [Article 18](#) of this Federal Law;

3) improvement of the legislation of the Russian Federation and other laws and regulations on the contract system in the area of procurement.

3. Procurement monitoring shall be carried out using the unified information system and on the basis of information contained therein.

4. Monitoring of procurement for meeting state and municipal needs shall be carried out pursuant to the procedure established by the Government of the Russian Federation.

5. The results of procurement monitoring as of the end of each year shall be documented in a consolidated analytical report, which is submitted by the federal government agency for regulation of the contract system in the area of procurement to the Government of the Russian Federation. Requirements for content and a procedure for preparation of the consolidated analytical report, as well as time limits for preparation of such report shall be specified by the Government of the Russian

Federation.

6. An assessment of effectiveness of meeting state and municipal needs shall be given, as well as measures for improvement of the legislation of the Russian Federation and other laws and regulations on the contract system in the area of procurement shall be specified in the consolidated analytical report.

7. The consolidated analytical report shall be subject to putting on the unified information system.

8. Monitoring of procurement for meeting the needs of constituent entities of the Russian Federation and municipal needs may be carried out in accordance with the legislation of constituent entities of the Russian Federation and municipal laws and regulations.

9. A procedure for using the unified information system for the purposes of procurement monitoring shall be established in view of a procedure for operation of the unified information system established in accordance with [Part 2 of Article 4](#) of this Federal Law.

10. Procurement monitoring shall be maintained by the federal government agency for regulation of the contract system in the area of procurement, the government agency of the constituent entity of the Russian Federation for regulation of the contract system in the area of procurement, local administration.

#### Article 98. Procurement audit

1. Procurement audit shall be carried out by the Audit Chamber of the Russian Federation, control and audit bodies of constituent entities of the Russian Federation formed by legislative (representative) bodies of constituent entities of the Russian Federation, as well as control and audit bodies of municipal entities (if such bodies are formed in the municipal entities) formed by representative bodies of municipal entities.

2. The bodies specified in [Part 1](#) of this Article (hereinafter, procurement audit bodies) within the limits of their powers shall carry out an analysis and conduct an appraisal of procurement results, achievement of procurement goals defined in accordance with [Article 13](#) of this Federal Law.

3. In order to achieve goals specified in [Part 2](#) of this Article procurement audit bodies shall conduct expert and analytical, information and other activities by checking, analyzing and evaluating information about legality, expediency, appropriateness, promptness, effectiveness and efficiency of expenses for procurement under the contracts, which are planned to be concluded, concluded and completed.

4. Procurement audit bodies shall summarize the results of activities specified in [Part 3](#) of this Article, including determine causes of identified deviations, violations and deficiencies, prepare proposals for their elimination and improvement of the contract system in the area of procurement, systematize information about implementation of these proposals and put summarized information about such results on the unified information system.

### Chapter 5. CONTROL IN THE AREA OF PROCUREMENT

#### Article 99. Control in the area of procurement

1. In accordance with this Federal Law and other laws and regulations, legal [acts](#) defining the functions and powers of state and municipal authorities control in the area of procurement shall be exercised by the following control authorities within their powers:

1) federal government agency authorized to exercise control in the area of procurement, control authority in the area of the state defence order, government agencies of the constituent entity of the Russian Federation, local government authorities of the municipal district, local governments authorities of the urban district authorized to exercise control in the area of procurement;

2) federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system, financial authorities of the constituent entities of the Russian Federation and municipal entities, bodies for management of the

state non-budgetary funds;

3) internal state (municipal) financial control authorities defined in accordance with the [Fiscal Code](#) of the Russian Federation.

2. Control in the area of procurement shall be exercised in relation to customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies, specialized organisations, operators of electronic trading platforms (hereinafter, the control entities).

3. Control in the area of procurement, except for the control provided for by [Parts 5, 8 and 10](#) of this Article, subject to [Part 4](#) of this Article shall be exercised by:

1) the federal government agency authorized to exercise control in the area of procurement through:

a) scheduled inspection in relation to customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies in procurement for federal needs, in relation to specialized organizations exercising certain powers in procurement for federal needs under this Federal Law, in relation to operators of electronic trading platforms;

b) unscheduled inspections in relation to the control entities;

2) the government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement through:

a) scheduled inspection in relation to customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies in procurement for needs of the constituent entity of the Russian Federation, in relation to specialized organizations exercising certain powers in procurement for needs of the constituent entity of the Russian Federation under this Federal Law;

b) unscheduled inspection in relation to customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies in procurement for needs of the constituent entity of the Russian Federation and municipal needs of municipal entities within the territory of the Russian Federation constituent entity, in relation to specialized organizations exercising certain powers in procurement for needs of the constituent entity of the Russian Federation and municipal entities within the territory of the Russian Federation constituent entity under this Federal Law;

3) the local government authority of the municipal or urban district authorized to exercise control in the area of procurement through scheduled and unscheduled inspections in relation to customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies in procurement for municipal needs, in relation to specialized organizations exercising certain powers in procurement for municipal needs under this Federal Law.

4. Control in relation to operators of electronic trading platforms, as well as in relation to other regulated entities (customers, contract services, contract managers, procurement commissions and their members, competent authorities, authorized agencies, specialized organizations) during an electronic auction (upon placing notice of an electronic auction in the unified information system up to conclusion of the contract) shall be exercised by the federal government agency authorized to exercise control in the area of procurement, control authority in the area of the state defence order.

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(Part 5 of Article 99 shall become effective as of January 1, 2016 ([Article 114](#) hereof)).

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5. The federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system, financial authorities of the constituent entities of the Russian Federation and municipal entities, bodies for management of the state non-budgetary funds shall control:

1) compliance of information about the amount of financial support included in procurement plans with information about the amount of financial support for procurement approved and presented to the customer;

2) compliance of information about identification codes and the amount of procurement for this

procurement included financial support for the implementation of this procurement contained in:

- a) in schedule plans with the information contained in procurement plans;
- b) in notices of procurement, procurement documents with the information contained in the scheduled plans;
- c) in the supplier (contractor, performer) selection reports with the information contained in procurement documentation;
- d) in terms of draft contracts sent to participants of procurement, with which contracts are concluded, with the information contained in the supplier (contractor, performer) selection reports;
- e) in the register of contracts concluded by customers with contractual terms.

6. Procedure for exercising the control provided for by the [Part 5](#) of this Article including the procedure for actions of control authorities when revealing non-conformance of controlled information shall be established by the Government of the Russian Federation. In addition to the information specified in [Part 5](#) of this Article other information subject to the control may be determined in accordance with such a procedure by the Government of the Russian Federation.

7. Based on the agreements with bodies for management of the state non-budgetary funds, supreme government agencies of the constituent entities of the Russian Federation, local administrations powers to exercise control provided for by [Part 5](#) of this Article of bodies for management of the state non-budgetary funds, financial authorities of the constituent entities of the Russian Federation, financial authorities of municipal entities respectively can be delegated to the federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system.

8. Internal state (municipal) financial control authorities shall exercise control in relation to:

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Paragraph 1 of Part 8 of Article 99 shall become effective as of January 1, 2016 ([Article 114](#) hereof).

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1) compliance with the requirements for justification of procurement provided for by [Article 18](#) of this Federal Law in forming procurement plans and justification;

2) standardization in the area of procurement provided for by [Article 19](#) of this Federal Law in procurement planning;

3) determination and substantiation of the initial (maximum) contract price, price of the contract concluded with the sole supplier (contractor, performer) in forming scheduled plans;

4) application of sanctions and commission of other actions by the customer in the event of violation of the contract by the supplier (contractor, performer);

5) conformity of goods delivered, work performed (result thereof) or service rendered with the contract terms;

6) timeliness, completeness and accuracy of recognition of goods delivered, work performed (result thereof) or service rendered;

7) conformity of using goods delivered, work performed (result thereof) or service rendered with the procurement objectives.

9. Control in the area of procurement in accordance with [Part 8](#) of this Article shall be exercised in order to establish the legitimacy of managing budgets of the Russian Federation budget system in relation to the costs associated with the procurement, accuracy of accounting of such costs and reporting in accordance with this Federal Law, the Fiscal [Code](#) of the Russian Federation and laws and regulations of the Russian Federation adopted in accordance therewith by:

1) the federal government agency authorized to exercise the internal state financial control in relation to procurement for federal needs;

2) the government agency of the constituent entity of the Russian Federation authorized to exercise the internal state financial control in relation to procurement for needs of the constituent entity of the Russian Federation;

3) the local government authority of the municipal entity authorized to exercise internal municipal

financial control in relation to procurement for municipal needs.

10. Control authority in the area of the state defence order shall exercise control in the area of procurement, except for the control provided for by [Parts 5 and 8](#) of this Article, through scheduled and unscheduled inspections in relation to the control entities specified in [Part 2](#) of this Article in the area of procurement as part of the state defence order, as well as in procurement of goods, works and services for federal needs, which do not relate to the state defence order and information constituting a state secret, and shall exercise control under this Federal Law in relation to:

- 1) compliance with the requirements for justification of procurement made as part of the state defence order;
- 2) standardization in the area of procurement provided for by [Article 19](#) of this Federal Law in procurement as part of the state defence order;
- 3) determination and substantiation of the initial (maximum) contract price, price of the contract concluded with the sole supplier (contractor, performer) in procurement as part of the state defence order;
- 4) application of sanctions and commission of other actions by the customer in the event of violation of the contract terms by the supplier (contractor, performer) in procurement as part of the state defence order;
- 5) conformity of goods delivered, work performed (result thereof) or service rendered in procurement as part of the state defence order with the contract terms;
- 6) timeliness, completeness and accuracy of recognition of goods delivered, work performed (result thereof) or service rendered in procurement as part of the state defence order;
- 7) conformity of using the goods delivered, work performed (result thereof) or service rendered in procurement as part of the state defence order with the procurement objectives.

11. Government of the Russian Federation, the supreme government agency of the constituent entity of the Russian Federation, local administration establish procedure for exercising the control of compliance with this Federal Law by the relevant internal state (municipal) financial control authorities. This procedure provides for in particular:

- 1) grounds, procedure for organisation, object, form, timing, frequency of inspections of control entities and presentation of the results of such inspections;
- 2) procedure, deadlines for submission of, compliance with, revocation of the control authority instructions;
- 3) a list of the officials authorized to conduct inspections, their rights, obligations and responsibilities;
- 4) procedure for actions of control authorities and their officials in case the control entities do not comply with the control authority instructions, as well as when obtaining information about actions (inaction) bearing the elements of an administrative or criminal offence committed by the control entities;
- 5) procedure for use of the unified information system, as well as document management in the unified information system upon exercising the control.

12. The results of evaluation of procurement participant applications shall not be subject to control during scheduled and unscheduled inspections in accordance with the criteria established in [paragraphs 3 and 4 of Part 1 of Article 32](#) of this Federal Law. Such results may be challenged in a judicial procedure by procurement participants.

13. Scheduled inspections in relation to each customer, contract service of the customer, contract manager, standing procurement commission and its members, competent authority, authorized agency, operators of electronic trading platforms shall be conducted by the control authority in the area of procurement not oftener than once in six months.

14. Scheduled inspections shall be conducted in relation to each specialized organisation, procurement commission, except for the commission specified in [Part 13](#) of this Article by the control authority in the area of procurement not oftener than once during the period of each supplier (contractor, performer) selection.

15. The control authority in the area of procurement shall conduct unscheduled inspections on the following grounds:

1) receiving of a complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the operator of the electronic trading platform or the procurement commission, its members, officials of the contract service, the contract manager made by a procurement participant or public association or association of legal entities exercising public control. Such a complaint shall be considered in accordance with the procedure established by [Chapter 6](#) of this Federal Law. If the unscheduled inspection is conducted based on the procurement participant complaint, unified decision shall be made according to the results of the mentioned inspection and consideration of such a complaint;

2) input of information about violation of the Russian Federation legislation of and other laws and regulations on the contract system in the area of procurement;

3) expiration of the deadline for compliance with the instructions previously issued in accordance with [paragraph 2 of Part 22](#) of this Article.

16. The unscheduled inspection on the ground specified in [paragraph 3 of Part 15](#) of this Article shall be conducted by the control authority in the area of procurement that issued the instructions in accordance with [paragraph 2 of Part 22](#) of this Article, compliance with which is controlled.

17. Decisions of the local government authority of the municipal district or local government authority of the urban district authorized to exercise control in the area of procurement made according to the results of schedules and (or) unscheduled inspection can not contradict the decisions of the federal government agency, government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement made according to the results of unscheduled inspections of the same procurement.

18. A decision of government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement made according to the results of schedules and (or) unscheduled inspection can not contradict a decision of the federal executive body authorized to exercise control in the area of procurement made according to the results of unscheduled inspections of the same procurement.

19. When taking a decision according to the results of the unscheduled inspection conducted by the federal government agency authorized to exercise control in the area of procurement, the arguments contained in the decisions previously made by the government agency of the constituent entity of the Russian Federation, the local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement according to the results of scheduled and (or) unscheduled inspections, the object of which is the same planned or made procurement, are subject to consideration and evaluation. If the federal government agency, government agency of the constituent entity of the Russian Federation, local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement according to the results of scheduled and (or) unscheduled inspections conducted in accordance with [Part 3](#) of this Article made decisions on the same action (inaction) of the control entities related to the same procurement, a decision made by the federal government agency authorized to exercise control in the area of procurement shall be implemented.

20. When making a decision according to the results of the unscheduled inspection conducted by the government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement, the arguments contained in the decisions previously made by the local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement according to the results of scheduled and (or) unscheduled inspections, the object of which is the same planned or made procurement, are subject to consideration and evaluation. If the government agency of the constituent entity of the Russian Federation, local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement according to the results of scheduled and (or) unscheduled inspections conducted in accordance with [Part 3](#) of this Article made decisions on the same action (inaction) of the control entities related to the same procurement, a decision made by the government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement shall be implemented.

21. Information about scheduled and unscheduled inspections conducted by control authorities in



the area of procurement, about their results and issued instructions is placed in the register of complaints, scheduled and unscheduled inspections, decisions made in relation to them and instructions issued. Procedure for maintenance of this register, which includes, in particular, a list of documents and information placed, deadline for placement of such documents and information in this register shall be approved by the Government of the Russian Federation.

22. When detecting violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement as result of scheduled and unscheduled inspections conducted by the control authority in the area of procurement, as well as consideration of a complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the operator of the electronic trading platform or the procurement commission, the control authority in the area of procurement may:

- 1) prepare reports on administrative offences involving violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement, consider cases concerning such administrative offences and take measures to prevent them in accordance with the legislation on administrative offences;

- 2) issue binding instructions to rectify such violations in accordance with the Russian Federation legislation, as well as to cancel the supplier (contractor, performer) selection;

- 3) file actions for invalidation of procurement made in accordance with the Civil Code of the Russian Federation with a court, an arbitration court.

23. The instruction to rectify violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement issued in accordance with [paragraph 2 of Part 22](#) of this Article shall specify actions that should be committed by a person who has received such an instruction to rectify the mentioned violation. The contract may not be concluded prior to the date of compliance with such an instruction.

24. Within three working days upon the date of issuance of the instructions in accordance with [paragraph 2 of Part 22](#) of this Article the control authority in the area of procurement must place this instruction in the unified information system.

25. In case of receipt of the information about failure to comply with the instructions issued in accordance with [paragraph 2 of Part 22](#) of this Article the control authority in the area of procurement may apply sanctions to that person who has not complied with such instructions in accordance with the Russian Federation legislation.

26. During scheduled and unscheduled inspections the officials of the control authority in the area of procurement may request and receive the documents and information necessary for the inspection based on the motivated written request in accordance with their powers, as well as shall have the right to unimpeded access to the premises and territories occupied by customers, specialized organizations, operators of electronic trading platforms upon the presentation of staff passes and the order (direction) of the head (deputy heads) of the mentioned authority concerning such inspections to receive documents and information about the procurement necessary for the control authority in the area of procurement.

27. The officials of the internal state (municipal) financial control authorities shall have the right to:

- 1) request and receive the documents and information necessary for the inspection based on the motivated written request in accordance with their powers;

- 2) visit the premises and territories occupied by customers without hindrance upon presentation of staff passes and a copy of the order (direction) of the head (deputy heads) of such control authority concerning the inspection during scheduled and unscheduled inspections, require presentation of the delivered goods, the results of works performed or services rendered, as well as carry out necessary examinations and take other control measures;

- 3) issue the instructions to rectify violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement;

- 4) prepare reports on administrative offences involving violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement, consider cases concerning such administrative offences and take measures to prevent them

in accordance with procedure established by the Russian Federation legislation.

28. Control entities must submit documents, written explanations, procurement information (including information about procurement constituting a state secret), as well as to make oral submissions to the control authority in the area of procurement and internal state (municipal) financial control authorities at their request.

29. If the fact of an action (inaction) bearing essential elements of the offence is detected as a result of scheduled and unscheduled inspections the mentioned control authorities must provide law enforcement authorities with the information about such fact and (or) documents confirming such a fact within two working days upon the date of its detection.

30. Information constituting a state secret received by control authorities in the area of procurement in the exercise of their powers and any other information access to which is restricted in accordance with federal laws shall be confidential with the exception of those cases stipulated by federal laws.

31. Features of exercising the control in the area of the state defence order provided for by [Part 10](#) of this Article may be established by the Federal Law No. 275 -FZ "On the State Defence Order" dated December 29, 2012.

#### Article 100. Departmental control in the area of procurement

State authorities, Rosatom State Atomic Energy Corporation, bodies for management of the state non-budgetary funds, municipal authorities shall exercise departmental control of compliance with the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement in relation to their subordinated customers according to the procedure established by the Government of the Russian Federation, the supreme government agency of the constituent entity of the Russian Federation, the local administration respectively.

#### Article 101. Control in the area of procurement exercised by the customer

1. The customer must exercise control of compliance with the contract by the supplier (contractor, performer) in accordance with the Russian Federation legislation.

2. The customer must exercise control of involvement of subcontractors, joint contractors from among small businesses and socially oriented non-profit organizations in the performance of the contract by the supplier (contractor, performer) provided for by [Part 5 of Article 30](#) of this Federal Law.

#### Article 102. Public control of compliance with the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement

1. Citizens and public associations and associations of legal entities may exercise public control of compliance with the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement (hereinafter, the public control) under this Federal Law. Government agencies and local government authorities must provide the opportunity to exercise such a control.

2. Public control shall be exercised in order to implement the principles of the contract system in the area of procurement, to promote and improve the contract system in the area of procurement, to prevent, detect violations of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement and to provide customers, control authorities in the area of procurement with information about violations detected.

3. Public associations and associations of legal entities exercising public control may:

1) prepare proposals to improve the Russian Federation legislation on the contract system in the area of procurement;

2) send requests for information about procurement and progress in contract performance to customers;

3) carry out independent monitoring of procurement and evaluation of procurement efficiency, including an evaluation of procurement and results of contract performance in terms of their

compliance with the requirements of this Federal Law;

4) apply on their behalf to state and municipal authorities with the application for carrying out control measures under this Federal Law;

5) apply on their behalf to law enforcement authorities in case essential elements of the offence are detected in actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, procurement commissions and their members, officials of the contract service, contract managers;

6) apply to the court to protect the violated or contested rights and legitimate interests of a group of persons in accordance with the Russian Federation legislation.

4. Requests for information about procurement and progress in contract performance and other applications filed by public associations and associations of legal entities shall be considered by customers in accordance with the Russian Federation legislation on the procedure for consideration of applications of citizens.

5. Members of public associations and associations of legal entities must protect the confidentiality of information, access to which is restricted in accordance with federal [laws](#) and which came to their knowledge in exercise of public control.

#### Article 103. Register of contracts concluded by customers

1. The federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system shall keep a register of contracts concluded by customers (hereinafter, the register of contracts). The register of contracts shall not contain information about contracts concluded in accordance with [paragraphs 4 and 5 of Part 1 of Article 93](#) of this Federal Law.

2. The register of contracts shall contain the following documents and information:

1) name of the customer;

2) source of funding;

3) method for selection of the supplier (contractor, performer);

4) date of reviewing the results of the supplier (contractor, performer) selection and details of the document evidencing grounds for concluding the contract;

5) contract date;

6) item subject to procurement, price of the contract and its term, price per unit of goods, work or service, name of the country of origin or information about manufacturer of the goods in relation to the completed contract;

7) name, company name (if any), registered address (for a legal entity), surname, first name, patronymic (if any), place of residence (for an individual), taxpayer identification number of the supplier (contractor, performer), except for information about an individual – supplier of cultural property, including museum pieces and collections, as well as rare and valuable books, manuscripts, archival documents (including copies thereof) of historical, artistic or other cultural value and intended to replenish the state museum, library, archival funds, film and photo funds and similar ones.

8) information about contract changes indicating terms of the contract that have been changed;

9) a copy of the concluded contract with enhanced digital signature of the customer;

10) information about performance of the contract, including information about contract payments, charging of fines and penalties in connection with the improper performance of obligations under the contract by the contract party;

11) information about termination of the contract indicating the grounds for its termination;

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Paragraph 12 of Part 2 of Article 103 shall become effective as of January 1, 2016 ([Article 114](#) hereof).

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12) procurement identification code;

13) acceptance certificate in case a decision on the acceptance of goods delivered, work performed, service rendered is made;

14) decision of the medical commission provided for by [paragraph 7 of Part 2 of Article 83](#) and [paragraph 28 of Part 1 of Article 93](#) of this Federal Law.

3. The customer shall send information specified in [paragraphs 1 - 7, 9, 12 and 14 of Part 2](#) of this Article to the federal government [agency](#) performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system within three working days after the contract date. If changes have been introduced in terms of the contract under this federal law, customers shall send information, which is provided for by [Part 2](#) of this Article and in relation to which changes have been introduced in terms of the contract, to the mentioned agency within three working days after introduction of such changes. The information specified in [paragraphs 8, 10, 11 and 13 of Part 2](#) of this Article shall be sent by customers to the mentioned agency within three working days after the contract changes, contract performance, contract termination, acceptance of goods delivered, work performed, service rendered.

4. The federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system shall check availability of information and documents provided for by [Part 2](#) of this Article and their compliance with the requirements established by the procedure for maintenance of the register of contracts and place the information and documents in the unified information system within three working days from the date of their receipt. In case the information and documents do not comply with the specified requirements they may not be placed on the register of contracts.

5. Documents and information contained in the register of contracts must be available for review without charge.

6. [Procedure](#) for maintenance of the register of contracts shall be established by the Government of the Russian Federation.

7. The information about procurement of goods, works, services, conclusion of contracts constituting a state secret shall be included in a separate register of contracts, procedure for maintenance of which is established by the Government of the Russian Federation. This information should not be published in mass media and placed on information and telecommunication network Internet.

8. Contracts, information about which have not been included in the register of contracts, shall not be payable except for agreements concluded in accordance with [paragraphs 4 and 5 of Part 1 of Article 93](#) of this Federal Law.

#### Article 104. Register of mala fide suppliers (contractors, performers)

1. The register of mala fide suppliers (contractors, performers) shall be maintained by the federal government agency authorized to exercise control in the area of procurement.

2. The information about participants of procurement avoiding conclusion of contracts, as well as suppliers (contractors, performers), contracts with which have been terminated on the basis of a court decision or in case of the customer's unilateral refusal to perform the contract due to a substantial violation of the terms of contracts by them, shall be included in the register of mala fide suppliers.

3. The following information shall be included in the register of mala fide suppliers:

1) name, company name (if any), registered (for a legal entity), surname, first name, patronymic (if any), taxpayer identification number of entities specified in [Part 2](#) of this Article;

2) surnames, first names, patronymics (if any) of founders, members of collective executive bodies, persons performing functions of the sole executive body of legal entities specified in [Part 2](#) of this Article;

3) dates of an electronic auction, review of the results of an open tender, a selective tender, a two-stage tender, a request for quotations, a request for proposals in case the winner of the supplier (contractor, performer) selection avoided conclusion of the contract; date of recognition of the failed procurement, in which a sole procurement participant, which submitted an application, a final proposal or was recognized as a sole procurement participant, has avoided or refused conclusion of the contract; date of conclusion of the unperformed or improperly performed contract;

4) item subject to procurement, contract price and term;

hereof).

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5) procurement identification code;

6) grounds for and date of contract termination in case it is terminated on the basis of a court decision or in case of the customer's unilateral refusal to perform the contract;

7) date of including this information in the register of mala fide suppliers.

4. In case the contract is concluded with a procurement participant, which the contract is concluded with when the winner of the supplier (contractor, performer) selection avoids conclusion of the contract under this Federal Law and application or proposal of which the second number has been assigned to, the customer shall send information provided for by [paragraphs 1 - 3 of Part 3](#) of this Article, as well as an extract from the report on consideration and evaluation of procurement applications or the report on the results of procurement in terms of selection of the supplier (contractor, performer), procurement participant, application or proposal of which the second number has been assigned, and other documents evidencing that the winner of the supplier (contractor, performer) selection refuses conclusion of the contract to control authorities in the area of procurement within three working days after conclusion of the contract with the mentioned participant.

5. In case a sole procurement participant, which submitted an application or proposal and with which the contract is concluded in the cases provided for by [paragraphs 24 and 25 of Part 1 of Article 93](#) of this Federal Law, avoided the contract conclusion, the customer shall send information provided for by [paragraphs 1 - 3 of Part 3](#) of this Article, as well as an extract from the report on consideration and evaluation of procurement applications or the report on the results of procurement in terms of electing the winner of the supplier (contractor, performer) selection, application or proposal of which the second number has been assigned to, and other documents evidencing that the winner of the supplier (contractor, performer) selection refuses conclusion of the contract to the federal government agency authorized to exercise control in the area of procurement within five working days after expiration of period for signing the contract specified in the procurement documents.

6. If the contract is terminated on the basis of a court decision or in case of the customer's unilateral refusal to perform the contract the customer shall send information provided for by [Part 3](#) of this Article and a copy of the court decision on the contract termination or written rationale for the customer's unilateral refusal to perform the contract to the federal government agency authorized to exercise control in the area of procurement within three working days after termination of the contract.

7. The federal government agency authorized to exercise control in the area of procurement shall check facts contained in documents and information within ten working days from the date of receipt of these documents and information which are specified in [Parts 4 - 6](#) of this Article. In case of validation of these facts the federal government agency authorized to exercise control in the area of procurement shall include information provided for by [Part 3](#) of this Article in the register of mala fide suppliers within three working days after validation of these facts.

8. The information contained in the register of mala fide suppliers shall be placed in the unified information system and must be available for review without charge.

9. The information provided for by [Part 3](#) of this Article shall be excluded from the mentioned register upon the expiry of two years after its inclusion in the register of mala fide suppliers.

10. A [procedure](#) for maintenance of the register of mala fide suppliers, including the requirements for engineering, software, linguistic, legal and organizational support for maintenance of the register of mala fide suppliers shall be established by the Government of the Russian Federation.

11. Inclusion of information about a procurement participant which avoided the contract conclusion, the supplier (contractor, performer) the contract with which has been terminated on the basis of a court decision or in case of the customer's unilateral refusal to perform the contract in the register of mala fide suppliers, information contained in the register of mala fide suppliers, non-performance of actions specified in [Part 9](#) of this Article may be challenged by interested person in a judicial procedure.

**Chapter 6. LODGING A COMPLAINT ABOUT ACTIONS (INACTION) OF THE CUSTOMER, THE COMPETENT AUTHORITY, THE AUTHORIZED AGENCY, THE SPECIALIZED ORGANIZATION, THE**

**PROCUREMENT COMMISSION, ITS MEMBERS, OFFICIAL OF THE CONTRACT SERVICE, THE CONTRACT MANAGER, THE OPERATOR OF ELECTRONIC TRADING PLATFORM****Article 105. Procedure for lodging a complaint**

1. Any procurement participant, as well as public associations, associations of legal entities exercising public control shall have the right to lodge a complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager, the operator of electronic trading platform, if such actions (inaction) infringe(s) the rights and legitimate interests of a procurement participant, in a judicial procedure or according to the procedure established by this Chapter in accordance with the Russian Federation legislation.

2. A complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the official of the contract service, the contract manager, the operator of the electronic trading platform according to the procedure established by this Chapter shall not be an obstacle to a complaint about such actions (inaction) by a procurement participant, public associations, associations of legal entities in a judicial procedure.

3. A complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the official of the contract service, the contract manager, the operator of the electronic trading platform may be lodged according to the procedure established by this Chapter at any time after placement of the procurement plan in the unified information system but within ten days after placement of the report on consideration and evaluation of applications to participate in a tender, the report on consideration and evaluation of applications for request for quotations, the report on request for proposals in the unified information system, and in case of the supplier (contractor, performer) selection by the closed method from the date of signing the relevant report. A complaint about the procurement document provisions may be lodged by any procurement participant, public association, association of legal entities before the end of the fixed period for submitting the applications. At the same time if complained actions (inaction) are (is) committed after the start of opening envelopes with applications and (or) providing access to applications to participate in a tender, request for quotations, request for proposals in the form of electronic documents after considering applications to participate in an auction a complaint about such actions (inaction) may be lodged only by a procurement participant which submitted an application to participate in a tender, an auction, a request for quotations or proposals. Upon the expiration of time limits specified in this part a complaint about the corresponding actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the contract service official, the contract manager may be lodged only in a judicial procedure.

4. A complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the official of the contract service, the contract manager, the operator of the electronic trading platform if they have been committed during the supplier (contractor, performer) selection through the electronic auction process shall be lodged according to the procedure established by this Chapter at any time of the supplier (contractor, performance) selection, as well as during the period of accreditation on an electronic trading platform, but within ten days after placement of the report on reviewing the results of such an auction or report on consideration of applications to participate in such an auction or report on holding of such an auction in case it is declared void. A complaint about the provisions of documents for such an auction may be lodged by a procurement participant before the end of period for submitting the applications to participate in such an auction. At the same time if complained actions (inaction) are (is) committed after the start of consideration of applications to participate in such an auction, a complaint about these actions (inaction) can only be lodged by a procurement participant, which has submitted the application to participate in such an auction. If complained actions (inaction) are (is) committed when considering the second parts of applications to participate in an electronic auction or concluding



the contract, a complaint about these actions (inaction) shall be lodged before the contract conclusion. Upon the expiration of the mentioned time limits a complaint about these actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the operator of an electronic trading platform, the auction committee may be lodged only in a judicial procedure.

5. A complaint about actions (inaction) of the operator of the electronic trading platform related to the procurement participant accreditation on the electronic trading platform may be lodged according to the procedure established by this Chapter within thirty days after commission of complained actions (inaction). A complaint about actions (inaction) of the operator of the electronic trading platform related to holding of an electronic auction may be lodged according to the procedure established by this Chapter within time limits provided for by [Part 4](#) of this Article.

6. A complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization related to the contract conclusion may be lodged according to the procedure established by this Chapter on or prior to the contract date.

7. A procurement participant, a public association and an association of legal entities shall lodge a complaint in writing.

8. A complaint about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the official of the contract service, the contract manager, the operator of the electronic trading platform (hereinafter, the complaint) must contain:

1) name, company name (if any), registered address (for a legal entity), surname, first name, patronymic (if any), place of residence (for an individual), postal address, contact telephone number of a person, whose actions (inaction) the complaint is lodged about (if such information is available);

2) name, company name (if any), registered address (for a legal entity), name, registered address of a public association or an association of legal entities, surname, first name, patronymic (if any), place of residence (for an individual) of a person who lodged the complaint, postal address, e-mail address, contact telephone number, fax number (if any);

3) stating of procurement except in cases of lodging the complaint about actions (inaction) of the operator of the electronic trading platform related to the procurement participant accreditation on an electronic trading platform;

4) stating of complained actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, the contract service official, the contract manager, the operator of an electronic trading platform, arguments of the complaint.

9. The complaint shall be accompanied by documents evidencing its justification. In such a case the complaint must contain a list of documents attached thereto.

10. The complaint shall be signed by a person who lodges it or his/her representative. The complaint lodged by a representative must be accompanied by a power of attorney or other document evidencing his/her authority to sign the complaint.

11. The complaint shall be returned to a person who lodged it without consideration if:

1) it does not meet the requirements established by this Article;

2) it is not signed or signed by a person whose authority is not supported by the documents;

3) it is lodged after the period provided for by this Article;

4) a decision with relation to the complaint about the same actions (inaction) is made by a court or a control authority in the area of procurement.

12. A decision to return a complaint without consideration shall be made within two working days from the date of receipt thereof.

13. The control authority in the area of procurement shall notify in writing a person who lodged the complaint on the decision taken specifying grounds for return of the complaint on the day of taking a decision.

14. A decision to return the complaint can be challenged in a judicial procedure.

15. A person who lodged the complaint may withdraw it before the control authority in the area of procurement takes decision on the merits of, at the same time such a person may not lodge the repeated complaint about the same actions (inaction) of the same persons.

16. The control authority in the area of procurement shall send information about withdrawal of the complaint to all the interested persons and place it in the unified information system within two working days from the date of withdrawal of the complaint.

17. The complaint shall be lodged with:

1) the federal government [agency](#) authorized to exercise control in the area of procurement about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager, the operator of the electronic trading platform in relation to procurement for federal needs, needs of constituent entities of the Russian Federation, municipal needs;

2) the control [authority](#) in the area of the state defence order about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager, the operator of the electronic trading platform in relation to procurement for federal needs which relate to the state defence order, as well as in relation to procurement for federal needs which do not relate to the state defence order and information about which constitutes a state secret;

3) the government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager in relation to procurement for needs of the constituent entity of the Russian Federation and municipal needs of municipal entities located in the territory of the constituent entity of the Russian Federation;

4) the local government authority authorized to exercise control in the area of procurement about actions (inaction) of the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager in relation to procurement for municipal needs.

18. Information about complaints lodged with control authorities in the area of procurement, decisions made according to the results of complaint consideration shall be included in the register of complaints, scheduled and unscheduled inspections, decisions made in relation to them and instructions issued.

#### Article 106. Consideration of the complaint on its merits

1. After lodging the complaint and accepting it for consideration the control authority in the area of procurement shall place information about receipt of the complaint and its content in the unified information system, as well as notify all interested persons of receipt of the complaint, its content, place and time of its consideration within two working days after receipt of the complaint. In case of the supplier (contractor, performer) selection by the closed method this information shall not be placed in the unified information system.

2. Persons, whose rights and legitimate interests are directly affected as a result of the complaint consideration, may submit counter-arguments to the complaint to the control authority in the area of procurement and participate in its consideration personally or through their representatives. Counter-arguments to the complaint must contain the information provided for by [Part 8 of Article 105](#) of this Federal Law. Counter-arguments to the complaint shall be submitted to the control authority in the area of procurement not later than two working days before the date of the complaint consideration.

3. The control authority in the area of procurement must consider the complaint on its merits and counter-arguments to the complaint within five working days from the date of receipt of the complaint and notify the person who lodged the complaint, persons who submitted counter-arguments to the complaint of the results of such a consideration.

At the same time the control authority in the area of procurement may send requests for information and documents necessary for consideration of the complaint, as well as request the customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager, the

operator of the electronic trading platform to provide the mentioned information and documents.

4. It is not allowed to request the person who lodged the complaint to provide the information and documents held by state authorities (including bodies of state power), local government authorities or agencies under the jurisdiction of state authorities (including bodies of state power) or local government authorities. In such a case the control authority in the area of procurement shall request such information and documents under its own power. The complaint must be considered on its merits should be done on a collective basis.

5. The customer, the competent authority, the authorized agency, the specialized organization, the procurement commission, its members, officials of the contract service, the contract manager, the operator of an electronic trading platform, actions (inaction) of which the complaint is lodged about must submit procurement documents, application to participate in the supplier (contractor, performer) selection, reports provided for by this Federal Law, audio, video and other information and documents prepared in the course of the supplier (contractor, performer) selection or accreditation of a procurement participant on the electronic trading platform for consideration of the complaint on its merits.

6. The complaint shall not be considered in relation to the results of evaluation of applications to participate in a tender, a request for proposals and final proposals in accordance with the mentioned [paragraphs 3 and 4 of Part 1 of Article 32](#) of this Federal Law by criteria for evaluation of these applications, final proposals.

7. The control authority in the area of procurement may suspend the supplier (contractor, performer) selection and contract conclusion prior to consideration of the complaint on its merits by sending the request for suspension of the procedure for the supplier (contractor, performer) selection and contract conclusion to the customer, the operator of an electronic trading platform, the competent authority, the authorized agency, the specialized organization, the procurement commission prior to consideration of the complaint on its merits that is binding on them. In case a decision to suspend the supplier (contractor, performer) selection is made the contract may not be concluded prior to the consideration of the complaint on its merits. In such a case the period established for conclusion of the contract shall be subject to extension for a period of consideration of the complaints on its merits. If the contract cannot be concluded within the period provided for by procurement documents as a result of suspension of the supplier (contractor, performer) selection, a decision to suspend the supplier (contractor, performer) selection shall state the option to extension of the period for performance of obligations under the contract provided for by the contract specifying new period to perform these obligations.

8. According to the results of consideration of the complaint on its merits the control authority in the area of procurement shall make a decision on recognition of the complaint as justified and issuance of instructions to eliminate violations committed or commission of other actions or recognition of the complaint as unjustified. A copy of this decision shall be sent to a person who lodged the complaint, as well as to those persons in relation to whom such instructions were issued within three working days from the date of making this decision. Information about consideration of the complaint within the specified period shall be placed in the unified information system.

9. A decision made according to the results of consideration of the complaint on its merits may be challenged in a judicial procedure within three months from the date it was made.

10. In case the federal government agency, the government agency of the constituent entity of the Russian Federation, the local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement considered complaints about the same actions (inaction) of the control entities, a decision made by the federal government agency authorized to exercise control in the area of procurement. In case the government agency of the constituent entity of the Russian Federation, the local government authority of the municipal district or the local government authority of the urban district authorized to exercise control in the area of procurement considered complaints about the same actions (inaction) of the control entities, a decision made by the government agency of the constituent entity of the Russian Federation authorized to exercise control in the area of procurement.

Article 107. Responsibility for violation of the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement

1. Persons guilty of violating the Russian Federation legislation and other laws and regulations on the contract system in the area of procurement shall bear disciplinary, civil, administrative or criminal liability in accordance with the Russian Federation legislation.

2. The operators of electronic trading platforms and their officials must cover losses caused by their illegal actions associated with disclosure of the information obtained in the course of electronic auctions.

## **Chapter 7. SPECIAL ASPECTS OF SOME TYPES OF PROCUREMENT**

Article 108. Special aspects of conclusion of energy service contracts

1. In order to ensure energy efficiency in procurement of goods, works and services related to the field of activities of natural monopoly entities, services associated with water supply, water disposal, heating, gas supply (except for services associated with sale of liquefied gas), linking (connection) to the utility networks at prices (tariffs) regulated in accordance with the Russian Federation legislation, as well as supply of electricity, fuel oil, coal, supply of fuel used for the purpose of energy production, the customers may conclude energy service contracts scope of which is committing of actions aimed at improving energy saving and energy efficiency of the use of these energy resources by thy performer (hereinafter, the energy service contract).

2. The energy service contract shall be concluded separately from the contracts to deliver goods, perform works and render services related to the field of activities of natural monopoly entities, to render services associated with water supply, water disposal, heating, gas supply, linking (connection) to the utility networks at prices (tariffs) regulated in accordance with the Russian Federation legislation, to supply electricity, fuel oil, coal, to supply fuel used for energy production (hereinafter for the purposes hereof - supplies of energy resources). The energy service contract shall be concluded according to the procedure established by this Federal Law taking into account provisions of this Article.

3. The initial (maximum) price of the energy service contract (lot price) shall be determined with account for actual expenses of the customer for supplies of energy resources over the past year and may not exceed these expenses taking into account special aspects established by the Government of the Russian Federation in accordance with [Part 19](#) of this Article. Tender documents, auction documents, a notice of the request for quotations shall specify the initial (maximum) price of the energy service contract (lot price), including the expenses for supply of energy resources, in relation to each type of goods, works and services indicating the quantity of such goods, works, services and price per unit of all goods, works, services, as well as one of the following terms:

1) fixed amount of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, the maximum percentage of these savings that can be paid to the performer under the energy service contract;

2) fixed percentage of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources payable to the performer under the energy service contract, the minimum amount of these savings in monetary terms;

3) minimum amount of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, the maximum percentage of these savings that can be paid to the performer under the energy service contract.

4. When concluding the energy service contract a draft of such contract sent by the customer to the supplier must be based on the volume of consumption of energy resources agreed according to the procedure established by the Russian Federation legislation.

5. The customer, competent authority, authorized agency may specify the ceiling amount of possible expenses of the customer related to performance of the energy service contract in tender documents, documents for an electronic auction, a notice of the request for quotations.

6. When concluding the energy service contract through holding of a tender or request for quotations the customer, the competent authority, the authorized agency shall also state that there is a need to include one of the following proposals in the tender application or the application to participate in the request for quotations in tender documents or notice of the request for quotations:

1) proposal of contract price or percentage of savings in the case provided for by [paragraph 1 of Part 3](#) of this Article;

2) proposal of the amount determined as the difference between the corresponding expenses of the customer for supplies of energy resources (initial (maximum) contract price) and savings in monetary terms of these expenses of the customer proposed by a procurement participant in the case provided for by [paragraph 2 of Part 3](#) of this Article;

3) proposal of the amount determined as the difference between the corresponding expenses of the customer for supplies of energy resources (initial (maximum) contract price) and savings in monetary terms of these expenses of the customer proposed by a procurement participant and reduced by an amount corresponding to the percentage of such savings proposed by a procurement participant in the case provided for by [paragraph 3 of Part 3](#) of this Article.

7. When concluding the energy service contract through holding of a tender or request for quotations the tender application or the application to participate in the request for quotations shall contain proposals provided for by [paragraphs 1 - 3 of Part 6](#) of this Article depending on the terms and conditions provided for by tender documents or notice of the request for quotations.

8. In the cases provided for by [paragraphs 2 and 3 of Part 6](#) of this Article a person who has made a proposal of the lowest amount shall be recognized as the winner.

9. In the cases provided for by [paragraphs 2 and 3 of Part 6](#) of this Article to determine the best terms for performance of the energy service contract proposed in tender applications instead of such criterion for evaluating the tender application as the contract price the auction committee shall evaluate and compare such criterion as a proposal of the amount in order to identify the best terms for performance of this contract, corresponding expenses of the customer for supplies of energy resources that the customer will make as a result of the conclusion, performance of the energy service contract, as well as expenses that the customer will incur under the energy service contract. At the same time tender applications in accordance with such criterion as a proposal of the amount shall be considered and evaluated according to the procedure established by the Government of the Russian Federation in accordance with [Part 8 of Article 32](#) of this Federal Law in relation to such criteria as the contract price taking into account special aspects specified in this Article.

10. When concluding the energy service contract the electronic auction process such an auction shall be held by reducing one of the following indicators:

1) price of the energy service contract or percentage of savings in the case provided for by [paragraph 1 of Part 3](#) of this Article;

2) proposal of the amount determined as the difference between the corresponding expenses of the customer for supplies of energy resources (initial (maximum) contract price) and savings in monetary terms of these expenses of the customer proposed by a procurement participant in the case provided for by [paragraph 2 of Part 3](#) of this Article;

3) proposal of the amount determined as the difference between the corresponding expenses of the customer for supplies of energy resources (initial (maximum) contract price) and savings in monetary terms of these expenses proposed by a participant of such an auction and reduced by an amount corresponding to the percentage of such savings proposed by a participant of such an auction in the case provided for by [paragraph 3 of Part 3](#) of this Article.

11. In the cases provided for by [paragraphs 2 and 3 of Part 10](#) of this Article a person who has made a proposal of the lowest amount shall be recognized as the winner of an electronic auction.

12. In the case provided for by [paragraph 3 of Part 10](#) of this Article when concluding the energy service contract the winner of an electronic auction or a participant of this auction, which the energy service contract is concluded with, if this winner avoids the contract conclusion, shall determine the amount of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources and percentage of such savings taking into account the minimum and maximum percentage of such savings provided for by the documents for an electronic auction, as well as proposal



of the amount of this winner or participant.

13. The energy service contract shall be concluded at a price which is determined as:

1) fixed percentage of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, proposed by a procurement participant, with which such contract is concluded in the case specified in [paragraph 1 of Part 3](#) of this Article;

2) fixed percentage of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, proposed by a procurement participant, with which such contract is concluded in the case specified in [paragraph 2 of Part 3](#) of this Article;

3) percentage of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, proposed by a procurement participant, with which such contract is concluded in the case specified in [paragraph 3 of Part 3](#) of this Article.

14. When concluding the energy service contract, savings in physical terms of the corresponding expenses of the customer for supplies of energy resources for each type of such resources calculated based on fixed amount of savings in monetary terms (in the case provided for by [paragraph 1 of Part 3](#) of this Article) or savings in monetary terms of these expenses proposed by a procurement participant (in the cases provided for by [paragraphs 2 and 3 of Part 3](#) of this Article), as well as cost per unit of all goods, works, services specified in tender documents, documents for an electronic auction, a notice of the request for quotations shall be specified therein.

15. When concluding the energy service contract, percentage of savings of the corresponding expenses of the customer for supplies of energy resources proposed by a procurement participant in the case provided for by [paragraph 1 and 3 of Part 3](#) of this Article or fixed percentage of such savings in the case provided for by [paragraph 2 of Part 3](#) of this Article shall also be specified in this contract. Percentage of such savings specified in the energy service contract may not be changed during performance of this contract.

16. The amount of security for performance of the energy service contract shall be determined by the customer in the procurement documents from five to thirty percent of one of the following values:

1) maximum percentage of fixed amount of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, which can be paid to the performer under the energy service contracts in the case specified in [paragraph 1 of Part 3](#) of this Article;

2) fixed percentage of the minimum amount of savings in monetary terms of the customer's expenses for the corresponding energy resources payable to the performer under the energy service contract in the case specified in [paragraph 2 of Part 3](#) of this Article;

3) maximum percentage of the minimum amount of savings in monetary terms of the corresponding expenses of the customer for supplies of energy resources, which can be paid by the performer of the energy service contract in the case specified in [paragraph 3 of Part 3](#) of this Article.

17. The obligation of the performer provided for by the energy service contract shall involve ensuring savings in physical terms of the corresponding expenses of the customer for supplies of energy resources provided for by the contract, excluding savings in value terms. At the same time the requirements for the terms of performance of the energy service contract established in accordance with [Part 19](#) of this article shall be taken into account.

18. The energy service contract shall be paid based on the amount of savings in physical terms of the corresponding expenses of the customer for supplies of energy resources provided for by this contract, as well as percentage of such savings determined in value terms at prices (tariffs) for the corresponding energy resources actually prevailing during the period of performance of this contract.

19. The Government of the Russian Federation shall set the [requirements](#) for terms and conditions of the energy service contract, including the requirements for terms of performance of such contract, as well as terms of payment of such contract (in terms of procedure for determining actually prevailing prices (tariffs) for energy resources to pay such contract), [special aspects](#) of determining the initial (maximum) price of the energy service contract (lot price) (including the period over which the customer's expenses for supplies of energy resources are taken into account).

Article 109. Special aspects of concluding government contracts for communication services for ensuring national defence, national security, law and order with the sole performer



1. If the selection of performer for the government contract for communication services for needs of national defence, national security and ensuring law and order in accordance with this Federal Law is declared void, the federal government agency, which supervises networks of specialized communication designed for needs of national defence, national security and ensuring law and order and acts as state customer, may carry out repeated selection of the supplier (contractor, performer) or apply to the Government of the Russian Federation with the submission of placing the obligation to render communication services for needs of national defence, national security and ensuring law and order on the communication provider.

2. Based on the submission specified in [Part 1](#) of this Article and agreed with the federal government agency in the communication industry, the obligation to render communication services for needs of national defence, national security and ensuring law and order shall be placed on the communication provider specified in this submission licensed to operate in the area of communication services and having the technical ability to implement the stated communication services by the decision of the Government of the Russian Federation. At the same time the government contract for communication services for needs of national defence, national security and ensuring law and order must be concluded with this provider under the terms of conditions provided for by the tender documents, auction documents or notice of the request for quotations. The price of such government contract may not exceed the initial (maximum) price specified in a notice of holding of an open tender, an invitation to participate in a closed auction or a notice of holding of an electronic auction, an invitation to participate in a closed auction or notice of the request for quotations.

3. The communication provider specified in [Part 2](#) of this Article may not repudiate assigned obligation to provide communication services for needs of national defence, national security and ensuring of law and order.

4. When selecting the performer of the government contract for communication services for needs of national defence, national security and ensuring law and order the federal government agency, which supervises networks of specialized communication designed for needs of national defence, national security and ensuring law and order acts as state customer, must determine the initial (maximum) price of the government contract for such services, price of the government contract for such services in case procurement is made by the mentioned agency from the sole performer according to the procedure established in [Article 22](#) of this Federal Law.

Article 110. Special aspects of concluding government contracts in procurement of goods, works and services included in the state defence order and procurement of material assets supplied to the state material reserve

1. The Government of the Russian Federation may approve a list of goods, works and services which are included in the state defence order and in procurement of which suppliers (contractors, performers) regardless of their organizational and legal forms and forms of ownership may not refuse the contract conclusion. At the same time the price of such contract to deliver goods, perform work or render service must be determined in accordance with [Article 22](#) of this Federal Law.

2. Suppliers occupying a dominant position in the product market, as well as organizations, in output of which the state defence order exceeds seventy percent may not refuse conclusion of the government contract for supplies of material assets to the state material reserve.

Article 111. Special aspects of procurement in accordance with the resolution of the Government of the Russian Federation

1. The Government of the Russian Federation may determine special aspects of particular procurement, including the method for the supplier (contractor, performer) selection that is not provided for by [Article 24](#) of this Federal Law as well as may determine additional terms and conditions of the contract that are not related to its subject matter in order to create additional technological and economic advantages (including cross obligations) for the Russian Federation.

2. The procurement procedure established by this Federal Law shall apply to the procurement in relation to which the Government of the Russian Federation sets special aspects of its implementation and(or) additional terms of contract performance in accordance with [Part 1](#) of this Article, taking into account such special aspects and (or) such terms.

## Chapter 8. FINAL PROVISIONS

### Article 112. Final provisions

1. This Federal Law shall apply to relations connected with procurement of goods, works and services for state and municipal needs, notices of which are placed in the unified information system or on the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works, services or invitation to participate in which are directed after the effective date of this Federal Law. This Federal Law shall apply to relations established before its effective date in terms of rights and obligations that will arise after its effective date, unless otherwise provided for by this Article. Government and municipal contracts, civil law contracts of budgetary institutions to deliver goods, perform works and render services for needs of customers concluded before the effective date of this Federal Law shall remain in force.

2. The customers shall place scheduled plans of placing orders for 2014 and 2015 years according to the rules in force before the effective date of this Federal Law, taking into account [special aspects](#) that can be set by the federal government agency performing regulation in the area of order placement and the federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system in the unified information system or on the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works, services prior to the commissioning of this system.

3. In 2014 and 2015:

1) the total annual volume of procurement provided for by [Part 1 of Article 30](#), [Parts 1 and 2 of Article 38](#), [Part 2 of Article 72](#), [paragraphs 4 and 5 of Part 1 of Article 93](#) of this Federal Law shall be calculated by the customers without the use of scheduled planes;

2) changes to procurement plans and scheduled plans shall not be introduced in the cases specified in [Part 1 of Article 36](#), [Parts 4 - 6 of Article 55](#), [Part 4 of Article 71](#), [Part 4 of Article 79](#), [Part 19 of Article 83](#) of this Federal Law;

3) information about the performance of the contract in terms of its conformity to the scheduled plan shall be not included in the report provided for by [paragraph 1 of Part 9 of Article 94](#) of this Federal Law;

4) complaint about actions (inaction) of persons specified in [Part 3 of Article 105](#) of this Federal Law may be lodged from the beginning of the supplier (contractor, performer) selection;

5) mandatory public discussion of procurement shall be held according to the procedure determined by the federal government agency for regulation of the contract system in the area of procurement, if the initial (maximum) contract price or price of the contract concluded with the sole supplier (contractor, performer) exceeds one billion rubles. Legislation of constituent entities of the Russian Federation, municipal laws and regulations may also establish other cases of holding mandatory public discussion of procurement for needs of constituent entities of the Russian Federation and municipal needs respectively, as well as procedure for mandatory public discussion of procurement in such cases. According to the results of mandatory public discussion of procurement provided for by this paragraph the customer may introduce changes in the procurement documents, as well as procurement may be cancelled. Procurement subject to mandatory public discussion in accordance with this paragraph may not be made without such a discussion.

4. Federal government agencies, government agencies of constituent entities of the Russian Federation, local government authorities may make a decision provided for by [Part 5 of Article 26](#) of this Federal Law up to January 1, 2016.

5. The Government of the Russian Federation shall establish procedure and period for commissioning of the unified information system. Prior to commissioning of the unified information system the information subject to placement in the unified information system, shall be placed according to the [procedure](#) established by the Government of the Russian Federation, on the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works, services, which is administered and maintained according to the rules in force before the effective date of this Federal Law.

6. The customers shall independently develop draft contracts prior to the approval of standard contracts, standard terms and conditions of contracts by federal government agencies, Rosatom State Atomic Energy Corporation performing regulation in the relevant field of activities in accordance with [Part 11 of Article 34](#) of this Federal Law.

7. In the absence of standard contracts, standard terms and conditions of contracts approved and placed in the unified information system in accordance with [Part 11 of Article 34](#) of this Federal Law and ensuring procurement of particular goods, works, services the corresponding standard contracts, standard terms and conditions of contracts may be developed for needs of constituent entities of the Russian Federation. Standard contracts, standard terms and conditions of contracts for needs of constituent entities of the Russian Federation shall be placed in the regional information system in the area of procurement of constituent entities of the Russian Federation.

8. The procedure for development of standard contracts, standard terms and conditions of contracts for needs of constituent entities of the Russian Federation, as well as cases and conditions for their use shall be established by supreme government agencies of constituent entities of the Russian Federation.

9. After approval and placement of standard contracts, standard terms and conditions of contracts in the unified information system by federal government agencies performing regulation in the relevant field of activities, standard contracts, standard terms and conditions of contracts, developed in accordance with [Part 7](#) of this Article and ensuring procurement of the corresponding goods, works and services shall not be applied.

10. From the effective date of this Federal Law to the starting date of functioning of operators of [electronic trading platforms](#) that have been selected in accordance with [Part 4 of Article 59](#) of this Federal Law procurement of goods, works and services through the electronic auction process are made at electronic trading platforms previously selected. At the same time provisions of [Part 8 of Article 44](#) of this Federal Law shall not apply to such platforms and procedure for their functioning previously established by the federal government agency performing regulation in the area of order placement in cooperation with the federal government agency authorized to exercise control in the area of order placement shall be preserved to the effective date of this Federal Law. Electronic auctions, notices of which are placed in the unified information system prior to the start of functioning of operators of electronic trading platforms that have been selected in accordance with [Part 4 of Article 59](#) of this Federal Law, shall be held at such electronic trading platforms previously selected. Contracts based on the results of the mentioned auctions shall be concluded at such electronic platforms. Federal government agency for regulation of the contract system in the area of procurement may set special aspects of cessation of functioning of electronic trading platforms previously selected, including in terms of return of funds paid as security for applications to participate in electronic auctions to procurement participants.

11. Rosatom State Atomic Energy Corporation may establish an information system in the area of procurement, integrated with the unified information system in accordance with the requirements of [Part 10 of Article 4](#) of this Federal Law. Procedure for functioning and use of such information system shall be established by an act of the Rosatom State Atomic Energy Corporation.  
(Part 11 as amended by Federal [Law](#) No. 188-FZ dated July 02, 2013)

12. The procurement identification code shall be based on the budgetary classification code and codes of All-Russian classifiers up to January 1, 2017.

13. Formation and maintenance of the catalogue of goods, works and services in the unified information system for state and municipal needs may be provided by the federal government agency for regulation on the contract system in the area of procurement in terms of individual goods, works

and services from January 1, 2014 to January 1, 2017 inclusive.

14. The contract may be concluded according to the results of the request for quotations taking into the account the requirements of [Parts 15 - 19](#) of this Article by the decision of the federal government agency, which is responsible performer in accordance with the Program for Construction of Olympic Venues and Development of Sochi as mountain climate resort, the chief executive officer of the Krasnodar Territory (head of the supreme government agency of the Krasnodar Territory) or head of the municipal entity of the Sochi urban resort in exceptional cases related to the reduced time of taking the activities for the organization and holding of the XXII Olympic Winter Games and XI Paralympic Winter Games of 2014 in Sochi.

15. The customers may select the contractor through request for quotations regardless of the contract price for the conclusion of contracts for building, remodelling and refurbishment of capital facilities which belong to the Olympic venues of federal significance, the Olympic venues of regional significance or Olympic venues of municipal significance in accordance with the Federal [Law](#) of No. 310-FZ "On the Organization and Holding of the XXII Olympic Winter Games and XI Paralympic Winter Games of 2014 in Sochi, Development of Sochi as Mountain Climate Resort and on Amendments to Certain Legislative Acts of the Russian Federation" dated December 1, 2007 to perform design and survey work in respect of the mentioned facilities, as well as construction of free-standing residential buildings, terraced houses and multifamily houses accommodations in which are intended for provision to citizens instead of land plots and items of immovable property located on them property seized for location of the Olympic venues up to December 31, 2016.

16. If the contractor is selected through request for quotations provided for by [Part 15](#) of this Article, the initial (maximum) contract price shall be fifty million rubles or more, notice of the request for quotations along with the information provided for by [Article 73](#) of this Federal Law should require participants of the request for quotations for the last three years preceding the date of notice of the request for quotations to perform works on building, remodelling and refurbishment of capital facilities.

17. The amount of contract performance security provided for by [Part 14](#) of this Article must be from ten to thirty percent of the initial (maximum) contract price. If the contract provides for payment of the advance, the amount of contract performance security determined by this Part shall be increased to the amount of advance.

18. The contract shall be concluded only upon provision of the contract performance security by the winner of the request for quotations or a participant of the request for quotations, which the contract is concluded with in case the winner of the request for quotations avoids the contract conclusion, taking into account the requirements of [Part 17](#) of this Article. Means of securing performance of the mentioned contract shall be selected by such winner of the request for quotations on a stand-alone basis from those specified in [Article 96](#) of this Federal Law. At the same time, if the winner of the request for quotations or a participant of the request for quotations, which the contract is concluded with in case the winner of the request for quotations avoids the contract conclusion, did not provide the customer with the signed draft contract and contract performance security within the period specified in the notice of the request for quotations, such a participant of the request for quotations shall be recognized as such that avoids the contract conclusion.

19. When the customer sets the requirement provided for by [Part 16](#) of this Article for the application to participate in the request for quotations a copy of the permit for the commissioning of capital facility, a copy of the certificate of acceptance of capital facility must be enclosed, except where a developer is a person carrying out construction. The customer may request the relevant agencies and organizations to provide information about commissioning of the capital facility, certificate of acceptance of the capital facility provided when obtaining permit for the commissioning of the capital facility. These agencies and organizations must provide the required information at the customer's request within three working days from the date of receipt of such a request.

20. The federal government agency previously authorized for maintenance of the register of mala fide suppliers shall provide free access to the information contained in the mentioned register mala fide suppliers on the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works, services, as well as shall maintain the mentioned register of mala fide suppliers in terms of removing mala fide suppliers from it

according to the [procedure](#) established before the effective date of this Federal Law within two years from the effective date of this Federal Law.

21. The customer may set the requirement concerning absence of information about a procurement participant in the register of mala fide suppliers formed according to the procedure in force before the effective date of this Federal Law during the supplier (contractor, performer) selection within two years from the effective date of this Federal Law. At the same time the common requirement for a procurement participant provided for by [paragraph 6 of Part 1 of Article 31](#) of this Federal Law concerning absence of the information about a procurement participant, including the information about founders, members of collective executive bodies, person performing functions of the sole executive body of a procurement participant (for a legal entity) in the register of mala fide suppliers shall be binding.

22. The register of contracts provided for by [Article 103](#) of this Federal Law shall be maintained from the effective date of this Federal Law by the federal government agency performing law enforcement functions for cash service of implementation of the budgets of the Russian Federation budget system based on the register of contracts formed according to the [procedure](#) in force before the effective date of this Federal Law. At the same time in order to confirm bona fides of procurement participants in accordance with [Part 3 of Article 37](#) of this Federal Law the information included in the register of contracts before the effective date of this Federal Law may be used.

23. A person having vocational education or further vocational education in the area of placing orders for goods, works and services for state and municipal needs may be the official of the contract service or the contract manager up to January 1, 2016.

24. The Government of the Russian Federation as well as supreme government agencies of constituent entities of the Russian Federation and executive-administrative agencies of the municipal and urban districts in case of establishing regional and municipal information systems in the area of procurement may establish a duty of planning procurement of goods, works and services in procurement for federal needs, needs of the constituent entities of the Russian Federation, municipal needs respectively up to January 1, 2016. At the same time regional and municipal information systems in the area of procurement shall interact with the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works, services prior to the commissioning of the unified information system.

25. Budgetary institutions may adopt a legal act in accordance with [Part 3 of Article 2](#) of the Federal Law No. 223-FZ "On Procurement of Goods, Works and Services by Certain Types of Legal Entities" dated July 18, 2011 in relation to procurement provided for by [Part 2 of Article 15](#) of this Federal Law and made in 2014 up to January 1, 2014. The mentioned legal acts in case of their adoption by budgetary institutions must be placed on the official website of the Russian Federation on information and telecommunication network Internet for posting information about placing orders for goods, works and services up to January 1, 2014.

Article 113. Annulment of certain legislative acts (provisions of legislative acts) of the Russian Federation

The following shall be annulled:

1) Federal [Law](#) No. 94-FZ "On Placing Orders for Goods, Works and Services for State and Municipal Needs" dated July 21, 2005 (Collected Legislation of the Russian Federation, 2005, No. 30, p. 3105);

2) Federal [Law](#) No. 207-FZ "On Amendments to Federal Law "On Placing Orders for Goods, Works and Services for State and Municipal Needs" dated December 31, 2005 (Collected Legislation of the Russian Federation, 2006, No. 1, p. 18);

3) Federal [Law](#) No. 142-FZ "On Amendments to Federal Law "On Placing Orders for Goods, Works and Services for State and Municipal Needs" dated July 27, 2006 (Collected Legislation of the Russian Federation, 2006, No. 31, p. 3441);

4) [Article 1](#) and [Part 3 of Article 4](#) of the Federal Law No. 53-FZ "On Amendments to Federal Law



“On Placing Orders for Goods, Works and Services for State and Municipal Needs” and certain legislative acts of the Russian Federation” dated April 20, 2007 (Collected Legislation of the Russian Federation, 2007, No. 17, Art. 1929; No. 31, p. 4015);

5) [Articles 1](#) and [5](#) of Federal Law No. 218-FZ “On Amendments to Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” and certain legislative acts of the Russian Federation” dated July 24, 2007 (Collected Legislation of the Russian Federation, 2007, No. 31, p. 4015);

6) [Articles 58](#) and [59](#) of Federal Law No. 257-FZ “On Highways and Road Activities in the Russian Federation and On Amendments to Certain Legislative Acts of the Russian Federation” dated November 8, 2007 (Collected Legislation of the Russian Federation, 2007, No. 46, p. 5553);

7) [Article 115](#) and [126](#) of Federal Law No. 160-FZ “On Amendments to Certain Legislative Acts of the Russian Federation in Connection with Improving the Exercise of Powers of the Russian Federation Government” dated July 23, 2008 (Collected Legislation of the Russian Federation, 2008, No. 30, p. 3616);

8) [Articles 4](#) and [5](#) of Federal Law No. 225-FZ “On Amendments to Federal Law “On Support Fund for the Reform of the Housing and Utilities Sector” and certain legislative acts of the Russian Federation” dated December 1, 2008 (Collected Legislation of the Russian Federation, 2008, No. 49, p. 5723);

9) [Article 1](#) and [paragraph 1 of Article 4](#) of Federal Law No. 308-FZ “On Amendments to Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” and certain legislative acts the Russian Federation” dated December 30, 2008 (Collected Legislation of the Russian Federation, 2009, No. 1, p. 16);

10) Federal [Law](#) No. 68-FZ “On Amendments to Article 55 of Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated April 28, 2009 (Collected Legislation of the Russian Federation, 2009, No. 18, p. 2148);

11) [Article 24](#), [paragraph 1 of Article 27](#) and [Part 4 of Article 30](#) of Federal Law No. 93-FZ “On Organization of the Meeting of Heads of State and Governments Participating in the Forum of Asia-Pacific Economic Cooperation in 2012, on Development of Vladivostok as a Centre for International Cooperation in the Asia-Pacific Region and On Amendments to Certain Legislative Acts of the Russian Federation” dated May 8, 2009 (Collected Legislation of the Russian Federation, 2009, No. 19, p. 2283);

12) [Article 2](#) and [Part 5 of Article 3](#) of Federal Law dated No. 144 -FZ “On Amendments to Article 20 of Federal law “On Support Fund for the Reform of the Housing and Utilities Sector” and Article 65 of Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated July 1, 2009 (Collected Legislation of the Russian Federation, 2009, No. 27, p. 3267);

13) [Article 1](#) of the Federal Law No. 155-FZ “On Amendments to Certain Legislative Acts of the Russian Federation” dated July 17, 2009 (Collected Legislation of the Russian Federation, 2009, No. 29, p. 3592);

14) [Article 7](#) of Federal Law No. 164-FZ “On Amendments to Federal Law “On Protection of Competition” and Certain Legislative Acts of the Russian Federation” dated July 17, 2009 (Collected Legislation of the Russian Federation, 2009, No. 29, p. 3601);

15) [Article 44](#) of Federal Law No. 261-FZ “On Saving Energy and Improving Energy Efficiency and On Amendments to Certain Legislative Acts of the Russian Federation” dated November 23, 2009 (Collected Legislation of the Russian Federation, 2009, No. 48, p. 5711);

16) [Article 3](#) of Federal Law No. 273-FZ “On Amendments to Article 3.2 of Federal Law “On Implementation of the Town-Planning Code of the Russian Federation” and certain legislative acts of the Russian Federation” dated November 25, 2009 (Collected Legislation of the Russian Federation, 2009, No. 48, p. 5723);

17) [Article 4](#) of Federal Law No. 316-FZ “On Amendments to Federal Law “On Support Fund for the Reform of the Housing and Utilities Sector” and Certain Legislative Acts of the Russian Federation” dated December 17, 2009 (Collected Legislation of the Russian Federation, 2009, No. 51, p. 6153);

18) [Article 10](#) of Federal Law No. 365-FZ “On Amendments to Certain Legislative Acts of the Russian Federation in Connection with Improving the Activities of Public Authorities of Constituent Entities of the Russian Federation and Local Government Authorities” dated December 27, 2009 (Collected Legislation of the Russian Federation, 2009, No. 52, p. 6441);

19) [Article 2](#) of Federal Law No. 78-FZ “On Amendments to Article 7 of Federal Law “On



Amendments to Federal Law “On Support Fund for the Reform of the Housing and Utilities Sector” and Certain Legislative Acts of the Russian Federation” and Article 65 of Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated May 5, 2010 (Collected Legislation of the Russian Federation, 2010, No. 19, p. 2286);

20) [Article 21](#), [paragraph 1 of Article 25](#) and [Article 29](#) of Federal Law No. 83-FZ “On Amendments to Certain Legislative Acts of the Russian Federation in Connection with Improving the Legal Status of State (Municipal) Institutions” dated May 8, 2010 (Collected Legislation of the Russian Federation, 2010, No. 19, p. 2291);

21) [Article 5](#) of Federal Law No. 240-FZ “On Amendments to the Town-Planning Code of the Russian Federation and Certain Legislative Acts of the Russian Federation” dated July 27, 2010 (Collected Legislation of the Russian Federation, 2010, No. 31, p. 4209);

22) Federal [Law](#) No. 290-FZ “On Amendments to Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated November 3, 2010 (Collected Legislation of the Russian Federation, 2010, No. 45, p. 5755);

23) [Article 5](#) and [Part 3 of Article 7](#) of Federal Law No. 56-FZ “On Amendments to Federal Law “On Organization of the Meeting of Heads of State and Governments Participating in the Forum of Asia-Pacific Economic Cooperation in 2012, On Development of Vladivostok as a Centre for International Cooperation in the Asia-Pacific Region and On Amendments to Certain Legislative Acts of the Russian Federation” and Certain Legislative Acts of the Russian Federation” dated April 5, 2011 (Collected Legislation of the Russian Federation, 2011, No. 15, p. 2029);

24) The Federal [Law](#) No. 79-FZ “On Amendments to Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated April 21, 2011 (Collected Legislation of the Russian Federation, 2011, No. 17, p. 2320);

25) [Article 46](#) of Federal Law No. 169-FZ “On Amendments to Certain Legislative Acts of the Russian Federation” dated July 1, 2011 (Collected Legislation of the Russian Federation, 2011, No. 27, p. 3880);

26) [Article 33](#) of Federal Law No. 200-FZ “On Amendments to Certain Legislative Acts of the Russian Federation in Connection with Adoption of Federal Law “On Information, Information Technologies and Information Protection” dated July 11, 2011 (Collected Legislation of the Russian Federation, 2011, No. 29, p. 4291);

27) [Article 7](#) of Federal Law No. 326-FZ “On Amendments to Certain Legislative Acts of the Russian Federation in Connection with Adoption of Federal Law “On Free Legal Assistance in the Russian Federation” dated November 21, 2011 (Collected Legislation of the Russian Federation, 2011, No. 48, p. 6727);

28) Federal [Law](#) No. 418-FZ “On Amendments to Articles 31.1 and 55 of Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated December 7, 2011 (Collected Legislation of the Russian Federation, 2011, No. 50, p. 7360);

29) Federal [Law](#) No. 122-FZ “On Amendments to Federal Law “On Placing Orders for Goods, Works and Services for State and Municipal Needs” dated July 20, 2012 (Collected Legislation of the Russian Federation, 2012, No. 30, p. 4173);

30) [Part 3 of Article 4](#) of the Federal Law No. 174-FZ “On the Advanced Research Foundation” dated October 16, 2012 (Collected Legislation of the Russian Federation, 2012, No. 43, p. 5787);

31) [Article 7](#) of Federal Law No. 318-FZ “On Amendments to the Town-Planning Code of the Russian Federation and Certain Legislative Acts of the Russian Federation” dated December 30, 2012 (Collected Legislation of the Russian Federation, 2012, No. 53, p. 7643).

#### Article 114. Procedure for entering into force of this Federal Law

1. This Federal Law shall enter into force from January 1, 2014, except for the provisions for which this Article establish other terms of their entering into force.

2. [Paragraph 16 of Part 3 of Article 4](#), [Articles 16, 17, 18](#), [Parts 1 - 10, 12 - 15 of Article 21](#), [Part 1 of Article 23](#), [paragraphs 1 and 2 of Part 4 of Article 38](#) of this Federal Law shall become effective as of January 1, 2015.

3. Paragraph 2 of Part 1, paragraphs 1 - 3 of Part 3 of Article 4, Article 20, Part 11 of Article 21, Part 2 of Article 23, Part 5 of Article 26, paragraph 3 of Article 42, Part 1 of article 97, Part 5, paragraph 1 of Part 8 of Article 99, paragraph 12 of Part 2 of Article 103, paragraph 5 of Part 3 of Article 104 of this Federal Law shall become effective as of January 1, 2016.

4. Part 4 of Article 23 of this Federal Law shall become effective as of January 1, 2017.

President of  
the Russian Federation  
V. PUTIN

Moscow, Kremlin  
April 5, 2013  
No. 44-FZ

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