

**Open Joint Stock Company “JSC Scientific Institute of Radio-  
Engineering Measurements”**

**CONFIRMED**

**On the committee’s session for the tender  
Protocol № 15 from the 3<sup>rd</sup> of November 2010**

**HEAD OF THE COMMITTEE FOR THE  
COMPETITIVE AUCTIONS**

\_\_\_\_\_ **Malafeyev E.E.**  
Stamp’s place

**DOCUMENTATION FOR TENDER**

**For the Goods purchase**

**Natural gas**

**Code for ДКПП ДК-016-97: 11.10.2.**

Kharkiv  
2010

| <b>I. General provisions</b>  |  |
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| <b>1. Terms which are used in the documentation of the tender</b>   | The documentation of the tender is developed to execute requirements of the Law of Ukraine «About realisation of the state purchases» from 01.06.2010 №2289-VI (further – the Law). Terms which are used in this documentation of the tender, are used in the values defined by the Law.   |
| <b>2. The information on the customer of the auctions</b>   |  |
| - Full name   | Open joint-stock company «joint-stock company Scientific research institute of radio engineering measurements»   |
| - Location  | 271, Akademika Pavlova street, Kharkov, 61054, Ukraine   |
| - The official of the customer authorised to carry out communication with tenderers   | Pivovar Oleksandr Grigorievitch<br>Chief engineer, Deputy Director for the protection of labour<br>Tel.: 057-738-41-17<br>Fax: 057-738-41-12<br>E-mail: pdo@niiri.kharkov.com  |
| <b>3. The information on a purchase subject</b>   |  |
| - The name of a purchase subject  | 11.10.2 gas natural  |
| - Kind of a purchase subject  | The goods  |
| - Place, quantity, standard item of the goods (granting of services, performance of works)                                    | 271, Akademika Pavlova street, Kharkov, 61054, Ukraine<br><br>1132,00 thousand cubic meters  |
| - Term of the goods delivery (granting of services, performance of works)   | During the year 2011   |
| <b>4. Purchase procedure</b>  | The open tender  |
| <b>5. Nondiscrimination of the tenderers</b>  | Domestic and foreign tenderers take part in purchase procedure on equal terms.   |
| <b>6. The information on currency in which there should be a calculated and specified a price of the offer of the tenders</b> | 6.1. Grivna, the national currency of Ukraine, is currency of the offer of the tenders.<br><br>In case the non-resident is a tenderer, such tenderer can specify the price of the offer of the tender in US dollar, EURO or rubl of the Russian Federation.<br><br>Thus at disclosing of offers of the tender the price of such offer of the tender is recalculated in grivna on a grivna's official rate to US dollar, EURO or rubl of the Russian Federation, the established National bank of Ukraine for date of disclosing of offers of the tender about what it is marked in the report of disclosing of offers of the tender. |
| <b>7. The information</b>   | 7.1. The documents of the customer concerning purchase procedure are stated  |

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| <p><b>on the language of the tender's documentation</b></p>  | <p>in Ukrainian and English. The texts should be authentic, and the text in Ukrainian language is defining in the documents.</p> <p>7.2. All documents related to the offer of the tender and prepared directly by <u>the tenderer</u>, should be made in Ukrainian.</p> <p>The original documents of non-resident tenderers can be made in non-residents tenderer's language and have the authentic translation into Ukrainian with the authorised signature and the stamp of the tenderer. The text in Ukrainian language is defining in the documents.</p>  |
| <p><b>II. Order of modification and granting of explanations to the documentation of the tender</b></p>  |  |
| <p><b>1. Procedure of granting of explanations concerning the documentation of the tender</b></p>  | <p>1.1. The tenderer who has received the documentation of the tender, has the right to address to the customer for explanations concerning the documentation of the tender not later than 10 days to the expiry of the term of representation of offers of the tender. The customer should give an explanation on inquiry throughout three days from the date of its reception to all persons to whom the documentation of the tender has been given.</p> <p>1.2. The customer has the right under own initiative or by results of inquiries to make changes to the documentation of the tender and continue the terms of representation and disclosing of offers of the tender not less than for seven days, and to inform in writing throughout one working day from the date of decision-making on entering of the specified changes of all persons to which the documentation of the tender has been given out.</p> <p>1.3. In case of untimely representation by the customer of explanations concerning the maintenance of the documentation of the tender or untimely entering to it of changes, the customer should continue the terms of representation and disclosing of offers of the tender not less than for seven days and to inform on it of all persons to whom the documentation of the tender has been given out.</p> <p>The specified information will be announced by the customer throughout three working days from the date of acceptance of the corresponding decision.</p> |
| <p><b>2. Order of conducting of the meetings for the purpose of an explanation of inquiries concerning the documentation of the tender</b></p>   | <p>2.1. In case of conducting of the meetings for the purpose of an explanation of any inquiries concerning the documentation of the tender, the customer should provide the report conducting of such meetings with a statement in it of all explanations concerning inquiries and sends it to all persons to whom the documentation of the tender has been presented without regard to their presence at meetings.</p> <p>The specified information will be announced by the customer throughout three working days from the date of acceptance of the corresponding decision.</p>   |
| <p><b>III. Preparation of offers of the tender</b></p>   |  |
| <p><b>1. Registration of the offer of the tender</b><br/>*This requirement does not concern the tenderers who carry out their activity without the stamp according to the current legislation, except for originals or</p> | <p>1.1. The offer of the tender is given in writing signed by the authorised official of the tenderer, stitched, numbered and fastened by stamp* in the sealed envelope.</p> <p>1.2. The tenderer of procedure of purchase has the right to submit only one offer of the tender.</p> <p>1.3. <b>All pages of the offer of the tenderer should be numbered and contain the signature of the authorised official of the tenderer of procedure of purchase, and also stamp reflexion*.</b></p> <p>1.4. The offer should have the register of the given documents.</p> <p>1.5. The authorities concerning the signature of the documents of the offer of the tenderer are confirmed by an extract from the report of founders, the order for a designation, the letter of attorney or other document which confirms power</p>  |

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| <p>notarially certified documents which have been given out to the tenderer by other organisations (the enterprises, establishments).</p> | <p>of the official of the tenderer for the documents signing.</p> <p>1.6. The offer of the tender is sealed in one envelope, which should contain the stamp reflexions* of the tenderer in pasting places (in case of absence of the stamp it should be the authorised signature of the tenderer). There should be specified on an envelope:</p> <ul style="list-style-type: none"> <li>- Full name and the address of the customer;</li> <li>- The name of a subject of purchase according to the announcement about the open tender;</li> <li>- Full name (a surname, a name, a patronymic) of the tenderer, his address (location), an identification code according to Unified state register of enterprises and organizations of Ukraine (USREOU), contact phone numbers;</li> <li>- Marking: «not to open till the beginning of the tender: <b>till 15.12.2010 at 10:00</b>».</li> </ul> <p>1.7. If the envelope given to the Customer is not sealed or not marked according to the above-stated requirements, the Customer does not bear responsibility for wrong or premature opening of the offer.</p> <p>1.8. All pages of the offer with any notes or editings should contain an inscription near correction of the following meaning: <b>“to trust the corrections” date, signature, surname and initials of the person or persons which sign the offer.</b> The responsibility for prited mistakes in the documents signed in appropriate way sent to the committee of the tender is born by the tenderer.</p> <p><b><u>THE OFFERS ISSUED BY THE INADEQUATE RANK, WILL BE REJECTED</u></b></p> |
| <p><b>2. Content of the offer of the tenderer</b></p>   | <p>The offer of the tenderer should consist from:</p> <ul style="list-style-type: none"> <li>- Documents which confirm the power of the official or the representative of the tenderer concerning the signature of the documents of the offer; <ul style="list-style-type: none"> <li>-- Documentary acknowledgement of conformity of the offer of the tenderer to technical, qualitative, quantitative and other requirements in the purchase subject, the established by the customer in the Appendix 2 in the given documentation of the tender;</li> </ul> </li> <li>- Documentary confirmed information on their conformity to the qualifying criteria, resulted in item 6 of the given section;</li> <li>- Filled form «Offer of the tender», resulted in the Appendix 1 to the given documentation of the tender;</li> <li>- Documentary acknowledgement of the tenderer agreement concerning the important terms of the contract (in the form of the contract draft, which important terms meets the terms in the contract form of the Appendix 3 for the persent documentation of the tender)</li> </ul>   |
| <p><b>3. Maintenance of the offer of the tender</b></p>   | <p>Maintenance of the offer of the tender is not required.</p>  |
| <p><b>4. Conditions of return or non-return of the maintenance of the tender offer</b></p>  | <p>Maintenance of the offer of the tenderis not required.</p>   |
| <p><b>5. Terms of the validity of the ternder offers</b></p>  | <p>5.1. Offers of the tender are considered valid throughout 90 days from the date of disclosing of the offer of the tender.</p> <p>5.2. The customer has the right to demand from tenderers of prolongation of period of validity of the tender offer till the expiration of this term.</p> <p>5.3. The tenderer has the right:</p> <ul style="list-style-type: none"> <li>- To reject such requirement;</li> <li>- To agree with the requirement and to continue period of validity presented</li> </ul>  |

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| <p><b>6. Qualifying criteria for the tenderers</b><br/>*This requirement does not concern the tenderers who carry out their activity without the stamp according to the current legislation</p> | <p>by his tender offers.</p> <p>For participation in procedure of purchases tenderers submit the documents, as a part of the offer, which confirm the correspondence of the Tenderers to the established qualifying criteria, namely:</p> <ol style="list-style-type: none"> <li>1. The inquiry about availability of the equipment and material base in any form signed and stamped by the authority perston of the tenderer;</li> <li>2. The inquiry about presence of the workers of corresponding qualification which have necessary knowledge and experience in any form signed and stamped by the authority perston of the tenderer;</li> <li>3. Presence of documentary confirmed experience in the execution of similar contracts for 2009-2010r. (The register of the execution of similar contracts signed and stamped by the authority perston of the tenderer);</li> <li>4. Presence of financial ability: the copies signed and stamped by the authority perston of the tenderer (balance for the last accounting period (for the legal person), the report on financial results for the last accounting period (for the legal person), the report on movement of money resources for the last accounting period (for the legal person)), the inquiry from serving bank about absence (presence) debts behind the credits dated not before than 1.12.2010. The customer makes the decision to refuse to the tenderer in participation in procedure of purchase and to oblige the tenderer to reject the offer, in a case if:       <ol style="list-style-type: none"> <li>1) the customer has incontestable arguments that the tenderer offers, gives or is ready to give directly or indirectly something in any form (the offer concerning hiring, a valuable thing, service and etc.) to any official of the customer, other state body on a purpose to affect decision-making concerning a definition of the winner of procedure of purchase or application by the customer of certain procedure of purchase;</li> <li>2) the tenderer was called to the law answerable for fulfilment in sphere of the state purchases of a corruption offence;</li> <li>3) there is a fact of participation of the tenderer in plot;</li> <li>4) the physical person who is the tenderer, was condemned for a crime connected with infringement of procedure of purchase, another the crime, made because of the selfish ends, a previous conviction from which is not removed or not extinguished in the order established by the law;</li> <li>5) the office person of the tenderer which is authorised by the tenderer to represent its interests during conducting of procedure of purchase, has been condemned for a crime connected with infringement of procedure of purchase, or other crime, made because of the selfish ends, a previous conviction from which is not removed or not extinguished in the order established by the law;</li> <li>6) the offer of the tender presented by the tenderer who is the connected person with other tenderers of procedure of purchase;</li> <li>7) the tenderer does not give documents which confirm competency on the conclusion of the contract on purchase;</li> <li>8) the tenderer is recognised in the order established by the law by the bankrupt and concerning it open liquidating procedure.</li> </ol> <p>The customer can make the decision to refuse to the tenderer in participation in the procedure of purchase and to reflect the offer of the tenderer in a case if:</p> <ol style="list-style-type: none"> <li>1) the tenderer has the taxes and tax collections (obligatory payments).</li> </ol> </li> </ol> |
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|  | <p>2) the tenderer does not make economic activities according to positions of his charter.</p> <p>All offers of the tender which meets the qualifying criteria in the absence of other bases for their deviation can be estimated on the tender.</p>  |
| <b>7. Information about necessary technical, qualitative and quantitative characteristics of a subject of purchase</b>   | The tenderers of procedure of purchase should give, as a part of offers of the tender, the documents which confirm the conformity of the offer of the tenderer to technical, qualitative, quantitative and other requirements of the purchase subject, established by customer in the Appendix 2.  |
| <b>8. Description of a separate part (parts) of a subject of purchase for the tender offers</b>  | It is not requested  |
| <b>9. Modification or recall of the offer of the tender by the tenderer</b>  | <p>9.1. The tenderer has the right to make changes or to recall the offer of the tender before the the expiry of the representation term. Such changes or the statement for a recall of the offer of the tender are considered, in a case if they are received by the customer before the expiry of the term of representation of offers of the tender.</p> <p>9.2. The message on changes or an offer recall are prepared by the tenderer, It should be sealed, marked and sent according to the item 1 of the Section III of this documentation. It should be designated "<i>Changes</i>" or "<i>Recall</i>" accordingly on the envelope. The message on a recall can be sent also by a communication facility, but with the following reference of written acknowledgement, with a postage stamp not later than a deadline of representation of offers.</p> |
| <b>IV. Representation and disclosing of offers of the tender</b>   |  |
| <b>1. Way, place and deadline of representation of offers of the tender</b><br>- Way of representation of offers of the tender<br><br>- Place of representation of offers of the tender<br><br>- Deadline of representation of offers of the tender (date, time) | <p>Personally or by post</p> <p>106 room, 271, Akademika Pavlova street, Kharkov, 61054, Ukraine</p> <p>15.12.2010 at 09:30 by Kiev time</p> <p>The offers of the tender received by the customer after the expiry of the term their representation, do not disclose and return to the tenderers who have submitted them.</p> <p>On inquiry of the tenderer the customer confirms the receipt of the tender offer throughout one working day from the date of inquiry receipt with date and time instructions.</p>   |
| <b>2. Place, date and time of disclosing of offers of the tender</b><br>- Place of disclosing of offers of the   | 406 room (office of the Deputy director), 271, Akademika Pavlova street,   |

tender

- Date and time of disclosing of offers of the tender:

Kharkov, 61054, Ukraine

15.12.2010 at 10:30 by Kiev time.

2.1. All tenderers or their authorized representatives can be assisted at the procedure of disclosing of offers of the tender by the customer. If a tenderer wants to take part in procedure of disclosing of offers he should not later than in one day before the disclosing time inform the contact person of the customer on the intention for admission registration.

2.2. The absence of the tenderer or his authorised representative during procedure of disclosing of offers of the tender is not the basis to refuse a disclosing or a consideration or a deviation of its offer of the tender.

2.3. The power of the representative of the tenderer is confirmed by an extract from the report of founders, the order on appointment, the power of attorney or other document which confirms power of the official of the tenderer on participation in procedure of disclosing of offers of the tender.

For acknowledgement of the person such representative should have:

- Physical person or the businessman should have the original document which certifies his person;

- Legal person presented by a chief should have a certified copy of the document which confirms his power, the original document which certifies his person;

- In case the tenderer is represented by other person, it is necessary to give the power of attorney issued according to requirements of the current legislation to represente the interests of the tenderer and to sign the documents; the original document which certifies his person; a copy of the document which confirms power of the Chief which signs the power of attorney assured properly.

2.4. There is a checking of the presence or absence of all necessary documents according to the documentation of the tender during disclosing of offers, and also the name and a location of each tenderer, the price of each tender offer are announced. The specified information is entered in the report of disclosing of offers of the tender.

2.5. The report of disclosing of offers of the tender is made in day of disclosing of offers of the tender under the form confirmed by Ministry of Economics of Ukraine.

2.6. The report of disclosing of offers of the tender is signed by the members of the committee of the tender and tenderers who take part in procedure of disclosing of offers of the tender.

The report of disclosing of offers of the tender signed by the Chief of committee of the tender and stamped by the customer is given to any tenderer on his inquiry throughout one working day from the date of reception of such inquiry.

2.7. The report of disclosing of offers of the tender will be announced on a web portal of the Authorized body throughout three working days from the date of disclosing of offers of the tender.

#### V. Evaluation of the offers of the tender and definition of the winner

**1. List of criteria and a technique of an evaluation of the offer of the tender with instructions of relative density of**

The customer of the tender has the right to address to the tenderers for an explanation of the content of their tender offers for the purpose of simplification, consideration and an evaluation of the offers.

The customer and tenderers cannot initiate any negotiations on the questions of modification of the content or the price of the presented offer of the tender.

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| <p><b>criterion</b></p>                                | <p>The estimation of offers of the tender is carried out on the basis of following criterion:</p> <p style="text-align: center;"><b><u>The price.</u></b></p> <p style="text-align: center;"><b>Technique of evaluation</b></p> <p>The greatest possible quantity of points is equaled to 100.</p> <p>The quantity of points with the criterion "<i>Price</i>" is defined by a following rank. The offers of the tender, where the value of criterion "<u>Price</u>" is the optimal (the least), is appropriated the greatest possible quantity of points. The greatest possible quantity of points is equaled to <b>100</b>. The quantity of points for the rest of offers of the tender is defined under the formula:</p> <p><math>B_{\text{обчисл}} = C_{\text{min}} / C_{\text{обчисл}} * 100</math>, where</p> <p><math>B_{\text{обчисл}}</math> = calculate quantity of points;</p> <p><math>C_{\text{min}}</math> - the lowest value by criterion "<i>Price</i>";</p> <p><math>C_{\text{обчисл}}</math> - value of current criterion of the offer of the tender, which quantity of points is calculated;</p> <p>100 is the greatest possible quantity of points by criterion "<i>Price</i>".</p> <p>All offers evaluated according to the criteria of evaluation, are calculated in process of growth of values of a total indicator.</p> <p>The winner of the tender is the tenderer who gets the greatest quantity of points.</p> <p>In a case of identical quantity of points by criterion "<i>Price</i>", the winner is the tenderer with the most favourable payments conditions for the customer according to the following criterions and order: payment every ten-day period, by equal parts in the month of consumption; 100 % prepayment till the 25<sup>th</sup> of the month which is previous of the month of consumption, other payments conditions.</p> <p>In a case of identical prices and payments conditions, the winner is defined by voting of members of committee simple most votes for participating in voting of no less two thirds of members of committee value. If results of voting were divided fifty-fifty, the Chief of committee of the tender has a casting vote.</p> |
| <p><b>2. Correction of the arithmetic mistakes</b></p> | <p>The customer has the right to correct the arithmetic mistakes admitted as a result of arithmetic actions, revealed in the presented offer during conducting of its evaluation, in an order defined by the documentation of the tender, under condition of reception of the written approval to it of the tenderer who has submitted the offer of the tender. The offers defined as such, that meet the requirements, are checked by the customer about arithmetic mistakes.</p> <p>The mistakes are corrected by the Customer in such sequence:</p> <ol style="list-style-type: none"> <li>a) if the amounts, letters and in figures have some divergence, the amount written in letters is determinant;</li> <li>b) if there is a divergence between the price of unit and the total price (received by multiplication of quantity of the goods to its price) the price for unit is determinant, and the total price can be corrected</li> <li>c) In case if there is an obvious displacement of the decimal distributor in the price for unit, the total price is determinant, and the price for unit can be corrected.</li> </ol> <p>The customer of the tender has the right to correct of arithmetic mistakes if he has the written approval of the tenderer on such corrections.</p> <p>If the tenderer doesn't agree with the correction of mistakes, its offer is rejected.</p>   |



### 3. Other information

\*This requirement does not concern the tenderers who carry out their activity without the stamp according to the current legislation, except for originals or notarially certified documents which have been given out to the tenderer by other organisations (the enterprises, establishments).

Other documents necessary to give by the tenderer:

1. The inquiry signed and stamped\* by authorized person of the tenderer. The inquiry should be in any form about the enterprise (the name, location, management, bank information, surname, name patronymic of the contact person, contact phone numbers)
2. The copy of the inquiry on a capture on the account of the tax bearer signed and stamped\* by authorized person of the tenderer.
3. The copy of the certificate of the payer of the VAT signed and stamped\* by authorized person of the tenderer.
4. The original of the Inquiry of tax body about absence of debts on payment of obligatory taxes and payments in territory of Ukraine dated not before 01.12.2010.
5. The original copy of the inquiry from the authorized organ on questions of bankruptcy dated no more than two-week from the date of the tender offers disclosing. This inquiry should prove that the tenderer is not recognised in the order established by the law by the bankrupt and concerning it not open liquidating procedure
6. A copy of the Minutes on the Chairman appointment endorsed with the authorised signature of the tenderer and having its seal affixed to it\*.
7. A copy of the Articles of Association Assured endorsed with the authorised signature of the tenderer and having its seal affixed to it\*.
8. A copy of the certificate on the state registration endorsed with the authorised signature of the tenderer and having its seal affixed to it\*.
9. A copy of the certificate on inclusion in EDRPOU endorsed with the authorised signature of the tenderer and having its seal affixed to it\*.
10. Copies of the licence for the right to supply natural gas endorsed with the authorised signature of the tenderer and having its seal affixed to it\*.
11. A document confirming a person's competency to enter into the purchase contract.

Documents not provided for by the Economic Code of Ukraine for business entities and sole proprietors, shall not be submitted by the latter as a part of the tender offer of the tender.

The non-resident tenderers should submit the above documents, taking into account specificities of the legislation of its country of origin. In case of absence of analogues of the specified documents, the non-resident tenderers should submit a letter with an explanation of absence of non-submitted document instead. Originals of non-resident tenderers' documents can be made in an original language and have the authentic translation into Ukrainian endorsed with the authorised signature of the tenderer and having its seal

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|  | affixed to it. The Ukrainian variant shall prevail.  |
| <b>4. Rejection of tender offers</b>   | <p>The customer rejects the tender offer in case if:</p> <p>1) the tenderer:<br/>Does not meet the qualifying criteria established by Article 16 of the Law;<br/>Disagrees with correction of the arithmetic error revealed by the customer;</p> <p>2) the available grounds specified in Article 17 and Part Seven of Article 28 of the Law;</p> <p>3) the tender offer does not satisfy the conditions of the tender documentation.</p> <p>The information on the tender offer rejection with indication of the grounds is sent to the tenderer, whose offer it is rejected within three working days from the date of such decision taking and shall be promulgated according to Article 10 of the Law.</p>   |
| <b>5. Tender cancellation by the customer or its declaration as failed</b>         | <p>The customer <b>cancel</b>s the tender in case of:</p> <ul style="list-style-type: none"> <li>- absence of the further need in goods purchase;</li> <li>- impossibility to rectify breaches due to the revealed violation of the state purchase legislation;</li> <li>- revealing of the fact of the tenderers' plot;</li> <li>- violation of the order of the publication of the announcement on the procedure of purchase, acceptance, announcement of results of the purchase procedure, as provided by the Law;</li> <li>- submittal of less than two tender offers;</li> <li>- rejection of all tender offers as per p. 4 of Section V hereof;</li> <li>- if offers of less than two tenderers are admitted for evaluation.</li> </ul> <p>The customer has the right to recognise the tender as <b>failed</b>, in case if:</p> <ul style="list-style-type: none"> <li>- the price of the most favourable tender offer exceeds the sum provided by the customer for purchase financing;</li> <li>- purchase became impossible because of force majeure.</li> </ul> <p>The information on the tender rejection or its recognition as failed shall be sent by the customer to the Authorized body and all tenderers within three working days from the date of the corresponding decision taking by the customer and published within this period on the Authorized body's web-portal.</p> <p>The information on the tender rejection or its recognition as failed shall be published in the state official printing edition «State Purchase Bulletin» within the period established for promulgation of the relevant information (within three working days from the date of the date of the corresponding decision taking by the customer).</p> |
| <b>VI. Conclusion of the purchase contract</b>                                     |  |
| <b>1. Contract conclusion terms</b>  | <p>1.1. On the day of the winner determination, the customer accepts the tender offer, which is recognised as the most economically sound by the results of evaluation.</p> <p>1.2. The customer concludes the purchase contract with the tenderer, whose tender offer has been accepted, not later than within 30 days from the date of the offer acceptance, but not earlier than in 14 days from the date of the publication of the information on the tender offer acceptance in the state official printing edition on the state purchase.</p>  |
| <b>2. Essential conditions to be necessarily included in the purchase contract</b> | <p>The purchase contract provisions shall not differ from the content of the tender offer (including prices per product unit) made by the winner of the purchase procedure and shall not change after signing of the purchase contract until fulfillment of obligations by the parties in full, except for cases of agreed reduction of the unit price by the contracting parties, reduction of volumes of purchase depending on real financing of expenses and change of price in the gas</p>   |

market of Ukraine due to decisions of the Government or NAK “Naftogaz Ykrayiny”.

The important provisions of the purchase contract shall comply with the requirements of Article 41 of the Law.

The tenderer shall submit as a part of the offer the draught contract according to the form as per Appendix 3 as regards the essential conditions.

In a case if the parties have not reached the consent concerning all important conditions, the purchase contract is considered not concluded. If the tenderer performed actual actions concerning the contract fulfillment, legal consequences of such actions shall be defined according to the Civil code of Ukraine.

**3. The customer’s actions in case of the tender winner’s refusal to sign the purchase contract**

In case of the tender winner’s written refusal to sign the purchase contract according to requirements of the tender documentation or nonconclusion of the purchase contracts through the tenderer’s fault within 30 days from the date of the tender offer acceptance, the customer repeatedly defines the most economically sound tender offer of the tender from those, whose period of validity has not expired yet.

**4. Collateral of the purchase contract**

The collateral of the purchase contract is not required.

## Appendix 1

### «TENDER OFFER FOR NATURAL GAS PURCHASE»

We, **(the Tenderer's name)**, hereby submit the tender offer for participation in the tender for purchase of «**Natural gas**» according to technical and other requirements set by the tender Customer – Open Joint-Stock Company «Joint-Stock Company Scientific Research Institute of Radio Engineering Measurements».

Having studied the tender documentation and technical requirements to a purchase subject, we, authorized to sign the Contract, have a possibility and agree to fulfil requirements of the Customer and the Contract under such conditions:

| <i>Sr. No.</i> | <i>Product name</i>                   | <i>Unit of Measurement</i> | <i>Q-ty</i> | <i>Offer Currency</i> | <i>The unit price without VAT</i> | <i>The sum without VAT</i> | <i>The sum with VAT</i> |
|----------------|---------------------------------------|----------------------------|-------------|-----------------------|-----------------------------------|----------------------------|-------------------------|
| 1.             | Natural gas, GOST _____, or authentic | ths.cub.m                  | 1132        |                       |                                   |                            |                         |
|                | <b>Total</b>                          |                            | -           | -                     | -                                 | -                          |                         |

**Total cost of the tender offer including all taxes and duties (in figures and in words) \_\_\_\_\_ UAH, VAT included.**

1. Terms of settlements: \_\_\_\_\_
2. Delivery terms: to the Customer's address: 271, Akademika Pavlova Street, Kharkiv, 61054.
3. Delivery date \_\_\_\_\_
4. Before acceptance of our tender offer, your tender documentation together with our offer (provided it conforms to all requirements) are effective as the letter of intent between us.
5. We agree to adhere to conditions of this offer within **90 calendar days** from the date of opening of tender offers. Our offer will be binding on us and can be accepted by you at any time before the expiration of the specified term.
6. We agree to the conditions that you can reject ours or all tender offers according to conditions of the tender documentation, and we understand that you are not limited in acceptance of any other Offer on conditions more favourable for you.
7. If our offer is accepted, we incur obligations to sign the Contract within 30 days from the date of the offer acceptance, and to satisfy all conditions provided by the Contract.

***Position, surname, the initials, the authorised signature of the Tenderer, with the seal affixed\****

\*This requirement is not applicable to tenderers carrying out activities without a seal under the legislation in force, except for originals or notarized documents, issued to the tenderer by other organizations (enterprises, institutions)

**Filling in all items of the appendix is mandatory.**

## **Appendix 2 Technical, quality and quantity requirements to the purchase subject**

**Purchase subject - natural gas (for heating of industrial premises).**

**GOST 5542-87 (or authentic)**

Corrected cubic metres are taken as an estimated physical unit of the supplied gas (T-20 degr. C. P == 101 325 KPa/760 mm Hg)

**The volumes of natural gas to be supplies throughout 2011 (ths. cub. m):**

**-January - 250,00**

**-February - 250,00**

**-March - 120,00**

**I quarter - 620,00**

**-April - 10,00**

**-May - 7,00**

**-June - 5,00**

**II quarter-22,00**

**-July-5,00**

**-August-5,00**

**-September - 10,00**

**III quarter-20,00**

**-October - 20,00**

**-November - 200,00**

**-December - 250,00**

**IV quarter - 470,00**

**Total 1132,00**

The quantity of gas received by the Customer is determined based on readings of control meters, installed at the Customer's site, on the rules of the account of natural gas during its transportation through gas-distributing networks, supply and consumption according to the Decree of the Ministry of Fuel and Power of Ukraine of 27.12.2005 №618.

**Technical, quality and quantity properties of the purchase subject shall provide for the necessity to take measures for environmental protection/**

**CONTRACT № \_\_\_\_\_  
on natural gas supply**

**Kharkov** "\_\_\_\_\_" \_\_\_\_\_ **2011**  
**The supplier** \_\_\_\_\_, the License for the right to supply natural gas  
 \_\_\_\_\_ **represented by** \_\_\_\_\_, **acting on the basis**  
 \_\_\_\_\_, on the one part, and **OJSC "Joint-Stock Company Scientific Research Institute of Radio  
 Engineering Measurements"**, hereinafter **the Consumer, represented by director Vereshchak O. P.**,  
 acting on the basis of the Charter, on the other part:

**Have concluded this Contract on the following:**

**1. Subject of the Contract**

1.1. The supplier undertakes to transfer natural gas to the Consumer in 2011, in the volumes ordered by the Consumer, further gas, and the Consumer undertakes to accept the gas and pay for it.

**2. Quantity and quality of the gas.**

2.1. The supplier transfers the gas to the Consumer in 2011 in volume: **1132,00 ths. cub.m**  
**(One million one hundred thirty-two thousand cub.m)**

Including on months:

|                        |             |       |             |           |             | <u>thousand cub.m</u> |                |
|------------------------|-------------|-------|-------------|-----------|-------------|-----------------------|----------------|
| Month                  | Volume      | Month | Volume      | Month     | Volume      | Month                 | Volume         |
|                        | <b>2011</b> |       | <b>2011</b> |           | <b>2011</b> |                       | <b>2011</b>    |
| January                | 250,00      | April | 10,00       | July      | 5,00        | October               | 20,00          |
| february               | 250,00      | May   | 7,00        | August    | 5,00        | November              | 200,00         |
| March                  | 120,00      | June  | 5,00        | September | 10,00       | December              | 250,00         |
| <b>Total per year:</b> |             |       |             |           |             |                       | <b>1132,00</b> |

2.2. Possible changes of monthly volumes of the gas supply are established as agreed by the parties only in written form.

The Consumer shall give offers for planned monthly volume of the gas supply and its adjustment to the Supplier in writing not later than on the 20<sup>th</sup> day of each month.

2.3. Corrected cubic metres are taken as an estimated physical unit of the supplied gas (T-20 degr. C. P == 101 325 KPa/760 mm Hg).

2.4. The gas quality should meet the requirements of GOST 5542-87 (or authentic).

**3. Gas supply, acceptance and account order and conditions**

3.1. The consumer consumes the gas received from the Supplier under the given contract in volumes, necessary for its own industrial needs.

3.2. Volumes of natural gas specified in item 2.1. are planned for consumption. The monthly quantity of gas supplied to the Consumer is determined by the gas acceptance-transfer certificate for the reporting month, drawn up by the Supplier and the Consumer. The quantity of gas received by the Customer is determined based on readings of control meters, installed at the Customer's site, on the rules of the account of natural gas during its transportation through gas-distributing networks, supply and consumption according to the Decree of the Ministry of Fuel and Power of Ukraine of 27.12.2005 №618.

3.3. Acceptance-transfer of gas delivered by the Supplier to the Consumer in a respective month is carried out according to monthly gas acceptance-transfer certificates.

3.4. The authorised representatives of the parties shall make monthly gas acceptance-transfer certificates before the 5<sup>th</sup> (fifth) day of the month following the reporting month.

3.5. Within 15 (fifteen) days from the date of this contract conclusion, the consumer shall give the Supplier the information on:

- The enterprise name, its identification code, postal and bank details;
- Gas volumes for a quarter, with breakdown by months;

3.6. This Contract shall become legally valid provided that the Consumer has concluded a contract with the gas transporter to the Consumer's address).

3.7. The supplier has the right to control the gas consumption by the Consumer and to take necessary measures to prevent excessive taking of gas by it.

#### **4. Cost of services in gas supply and payment conditions**

4.1 The price for 1000 of cubic gas without the cost of transportation through gas networks is:

On condition of payment \_\_\_\_\_  
**(at 100 % advance payment before \_\_\_ day of the month preceding the month of consumption; at the payment every ten days, in equal parts within the month of consumption):**

:

| Price of gas, VAT included<br>(UAH) | Including:    |                         |
|-------------------------------------|---------------|-------------------------|
|                                     | The VAT (UAH) | Price without VAT (UAH) |
|                                     |               |                         |

**The price consists of the price of natural gas, all extra charges, taxes and duties.**

4.2. The total sum of the contract consists of the cost of monthly planned volumes of gas.

**The total sum of the contract is \_\_\_\_\_ (in digits and words).**

4.3. The price for gas specified in this contract, is defined at date of its signing and shall not be subject to change before fulfillment of contractual obligations in full, except for the cases of reduction of purchase volumes depending on the actual financing of costs, in case of the change of price on the gas market of Ukraine due to decisions taken by the government or NAK „Naftogaz Ukrainy” and reduction of the price per 1000 cub.m by mutual agreement of the parties.

In case of change of the price the Parties shall make a relevant supplementary agreement to this Contract.

#### **5. Order and conditions of settlements**

5.1 Calculations of the cost of gas and payment for gas is carried out by the Consumer by means of the monetary funds transfer to the account of the Supplier, and are defined according to item 4.1. hereof. Untimely payment of natural gas is the ground for cancellation of the contract at the initiative of the Supplier. The Consumer shall bear responsibility for the consequences related to this.

5.2. The calculations are verified by the parties on the basis of information about the actual payment of the cost of the gas consumed by the Consumer and the gas acceptance-transfer certificate before the 10<sup>th</sup> day of the month following the reporting month. Such verification is documented by the verification certificate.

#### **6. Responsibility of the parties**

6.1. For untimely payment of the consumed gas within the period specified in p. 5.1. hereof, the Consumer shall pay the Supplier, in addition to the amount of debt, a penalty at a rate of 0,75 percent of the back payment sum, per every day of the payment delay, but not more than a double discount rate of National bank of Ukraine effective during the period for which the penalty is paid, and pays the damages incurred by the Supplier.

6.2. The parties have agreed that in case of untimely payment by the Consumer for the gas consumed, the supplier has the right to take measures to suspend the gas delivery to the Consumer in the order established by the legislation.

The Consumer shall bear responsibility for consequences related to suspension of the gas delivery, including consequences in the form of the expenses.

### **7. Force - majeure**

7.1. The parties are relieved from responsibility for partial or full nonfulfillment of duties hereunder, if such nonfulfillment is a consequence of force-majeur circumstances.

7.2. Force-majeur circumstances shall be understood as circumstances which have arisen after signing of the contract owing to events of extreme character unforeseen by the parties, including fire, earthquakes, flooding, landslips, other acts of nature, explosions, war or military actions.

The term of performance of obligations is postponed according to the time such circumstances are in effect.

7.3. The document issued by the Chamber of Commerce and Industry of Ukraine is the sufficient proof of action of force-majeur circumstances.

7.4. Occurrence of the specified circumstances is not the ground for the Consumer's refusal to pay the Supplier for the gas supplied before the force-majeure occurrence.

### **8. Order of disputes settlement**

8.1. The parties have come to the agreement that all disputes (controversies) which can arise when fulfilling conditions of the given contract, should be settled by negotiations.

8.2. In cases of impossibility to reach an agreement by negotiations, the dispute shall be transferred to the consideration to the Economic court of Kharkov Oblast and judged as per the established procedure according to the current legislation and conditions of the given contract.

### **9. Other conditions**

9.1. The given contract is made in duplicate, one for each of the parties of equal legal force.

9.2. The parties undertake to inform each other on changes of the payment details, legal addresses, phone numbers, telefaxes within 5 days from the date of the respective alterations.

9.3. The interested party is obliged to inform the other Party about intention to terminate the contract, except for the conditions as per p. 6.1. hereof, not later than 15 (fifteen) days before to the end of the month, in which the natural gas is supplied.

9.4. All amendments and supplements to the Contract shall be valid only provided they are made in writing and signed by the authorised persons from both parties.

9.5. The supplier has the status of the profit tax payer \_\_\_\_\_.

9.6. The consumer has the status of the tax payer on the general terms.

### **11. Contract validity period**

11.1. The given contract shall enter into force from "01" January, 2011, and be valid as regards the gas supply till "31" December, 2011, and as regards settlements for the gas – till they are made in full.

### **12. Addresses and bank details of the parties**

**Consumer:**

**Supplier:**

\_\_\_\_\_

\_\_\_\_\_