

CONTRACT NO. 20/2061

The city of Kazan

09 November 2020

Kazan National Research Technological University, hereinafter referred to as the “Customer”, represented by Acting Rector Yury M. Kazakov acting under the Charter on the one part, and **limited liability company “Bumazhnaya Korporatsiya” (LLC “Bumazhnaya Korporatsiya”)**, hereinafter referred to as “SUPPLIER”, represented by Deputy Manager Konstantin A. Biryukov”, acting under the Power of Attorney No.8 dated 18 July.2018, on the other part, together hereinafter referred to as “Parties”, and separately referred to as “Party”, in compliance with the Civil Code of the Russian Federation and other applicable laws and regulations effective in the Russian Federation, upon conclusion of online open auction (minutes No. ЭА-2061(И) dated 28 October 2020) held on the online trading platform 223.etp.zakazrf.ru in compliance with the rules and regulations of the Federal Law No. 223-ФЗ dated 18 July 2011 “On Procurement of Goods, Works and Services by Certain Types of Legal Entities”, KNRTU Regulation on Procurement entered into the present Contract (hereinafter referred to as “Contract”) and agreed on the following:

1. Object of the Contract

1.1. Supplier undertakes to supply to the Customer the software for the needs of the Department of Foreign Languages for Professional Communication of Kazan National Research Technological University in the quantity and product range in accordance with the Terms of Reference (Appendix No.1 to Contract) and Specification of the Goods to Be Supplied (Annex No.2 to Contract).

1.2. The Customer provides payment for Goods cost in the method, form and amount as stipulated by the Contract.

2. The Contract Cost and Payment Procedure

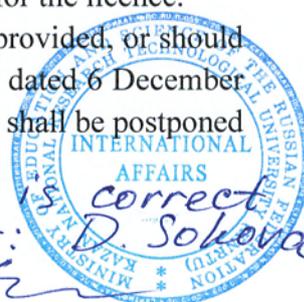
2.1. The cost of the Contract amounts to **39, 159** (Thirty-nine thousand one hundred fifty-nine) rubles and 33 kopecks, exempt from VAT, “Article 346.11 П.2 Tax Code of the Russian Federation”.

2.2. The Contract price includes all costs, expenses (transportation costs, insurance of the goods, customs duties) and other expenses of the Supplier, including those related to the execution of the Contract, as well as all taxes, fees and other obligatory payments paid in the territory of the Russian Federation. The amount payable by the Customer to a legal entity or to an individual, including those registered as individual entrepreneurs, shall be reduced by the amount of taxes, fees and other mandatory payments to the budgets of the budgetary system of the Russian Federation related to the Contract payment, if in accordance with the legislation of the Russian Federation on taxes and fees such taxes, fees and other mandatory payments are payable to the budgets of the budgetary system of the Russian Federation by the Customer.

2.3. Payment under the Contract shall be made upon rendering services based on acceptance-transfer certificate for the licence (Appendix № 3 to the Contract), signed by the Supplier and the Customer, invoice, submitted on paper with authentic signatures and stamp of the Customer within 15 (fifteen) working days from the date of signing the acceptance-transfer certificate for the licence.

Should any of the documents mentioned in paragraph 2.3 of the Contract, not be provided, or should the documents not comply with the requirements of the Federal Law No. 402-ФЗ dated 6 December 2011 “On Accounting” or the Contract terms and conditions, the payment due date shall be postponed

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proportionally to the date of provision of all documentation. The use of signature rubber stamps in the documentation is not allowed.

2.4. The Customer obligation of Contract cost payment shall be fulfilled upon writing off the monetary funds in the amount stipulated by the Contract from the Customer's bank account.

2.5. Payment under the Contract shall be made by non-cash payment at the expense of funds from Erasmus+ grant, theme No. Г03-05-19 under the economic item provided for this type of costs in compliance with the regulatory legal acts.

2.6. If the Supplier changes its current account, the Supplier shall notify the Customer in writing within 1 (one) working day, specifying the new details of the current account. Otherwise, all risks associated with the Customer's transfer of funds to the account specified in this Agreement shall be borne by the Supplier.

3. Procedure, Place, Conditions and Terms of Goods Delivery

3.1. Place of performance of the obligations under the contract: 420029, Kazan, Popova street,10, KNRTU on working days from 8 AM to 5PM. Acceptance procedure is carried out by the inventory custodian, e-mail: uliziat@yandex.ru, tel.:(843) 231-41-38, 231-41-13, Windows Live ID email: aristov@kstu.ru.

3.2. The software licence shall be provided within 30 days from the date of signing the agreement.

3.3. The Supplier shall provide the services specified in the terms of reference by its own efforts and means, without the right to change the amount and type of services.

3.4. The licence shall be transferred on the day of signing the acceptance-transfer certificate of the services rendered under the Contract, based on the signed acceptance-transfer certificate.

4. Goods acceptance procedure

4.1. Goods, supplied to the Customer, should be of proper quality, meet the requirements specified for this kind of goods.

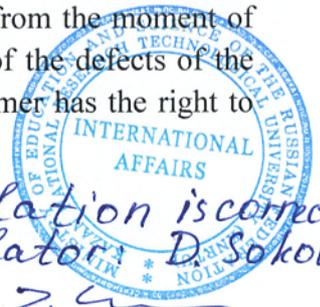
4.2. Packaging and marking of goods must comply with the GOST requirements, packaging and marking of imported goods must comply with international packaging standards.

4.3. Marking of the goods shall include: name of the item, name of the manufacturer, legal address of the manufacturer, date of manufacturing and warranty limit. Marking of the packaging must strictly correspond to the goods marking.

4.4. Packaging must ensure the safety of the goods during transportation and handling to the final place of operation.

4.5. On the day of shipment, the Supplier shall deliver to the Customer original documents as specified in clause 2.3. of the Contract, as well as certificates and other documents mandatory for this type of goods, and other documents confirming the quality of goods, executed in accordance with the current legislation of the Russian Federation.

4.6. In case of delivery of low-quality goods, the Customer has the right to demand the Supplier to eliminate the defects of the goods free of charge within a reasonable period from the moment of their notification by the Customer, or to compensate expenses for elimination of the defects of the goods. In case of significant violation of the requirements to quality, the Customer has the right to



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demand replacement of the defective goods with the goods corresponding to the conditions stipulated by the Contract.

4.8. Upon acceptance of goods, provided that the documents specified in clause 4.5. of the Contract are provided in full and that no violations were identified of the quality, amount, completeness and other specifications of the goods and quality of related services, a document on acceptance of goods shall be drafted and signed by all members of the Customer's acceptance committee and approved by the Customer. This document constitutes the basis for Customer's signing of the acceptance-transfer certificate, or, within the period specified in clause 4.6. of the Contract, the Customer provides a written notification of justified refusal to sign such document.

5. Rights and Obligations of the Parties

5.1. The Customer has the right to:

- 1) demand proper performance of obligations from the Supplier in accordance with the terms of the Contract;
- 2) require the Supplier to present duly executed documents, specified in clause 2.3. of the Contract, confirming the fulfillment of obligations under the Contract conditions;
- 3) request information from the Supplier about the progress and status of the Supplier's obligations under the Contract.
- 4) control the procedure and terms of goods delivery.
- 5) increase the initial Contract price after approval of the Supplier in case the amount of purchased goods is increased, proportionally to the increase in the amount of goods;
- 6) involve third parties, as well as independent experts to check the quality of delivered goods;
- 7) refuse to accept the goods in case the Supplier violates the terms of delivery stipulated in Section 3 of the Contract;
- 8) appeal to a court in accordance with the established procedure with a request to terminate the Contract in case of considerable violations of the Contract conditions by the Supplier.

5.2. The Customer is obliged:

- 1) provide the Supplier with the information required for fulfilling the Contract conditions;
- 2) ensure that the Supplier has access to the Customer's premises, if the goods are shipped to the Customer's premises;
- 3) decrease the initial Contract price in case the amount of purchased goods is decreased, proportionally to the decrease in the amount of goods;
- 4) accept and pay for the delivered goods in a timely manner in accordance with the Contract conditions.

5.3. The Supplier has the right to:

- 1) demand timely payment for delivered goods in compliance with the Contract conditions;
- 2) request the Customer to provide explanations and clarifications on the delivery of goods under the Contract;
- 3) refuse to fulfill obligations due to the Customer's considerable violations of the Contract conditions.

5.4. The Supplier is obliged:

- 1) deliver the goods in a timely and proper manner in accordance with the terms of the Contract;

- 2) provide information on the progress of performance of obligations under the Contract, at the request of the Customer within the period specified in such a request.
- 3) notify the Customer of the exact time and date of delivery of the goods;
- 4) in case of inability to perform the obligations within the term specified in the Contract, immediately inform the Customer about it.
- 5) fulfill other obligations, stipulated by the current normative and legal acts of the Russian Federation and the Contract.

7. Responsibility of the Parties

6.1. For non-performance or improper performance of their obligations under the Contract the Parties shall be liable in accordance with the current legislation of the Russian Federation.

6.2. If the Customer fails to fulfill the obligation to pay the Contract price, the Supplier has the right to demand the Customer to pay a penalty. The penalty shall be charged for each day of delay in performance of the obligation to pay the price of the Contract, starting from the day following the day of expiry of the deadline for performance of the obligation established by the Contract. The amount of such penalty shall be one three-hundredth of the refinancing rate of the Central Bank of the Russian Federation in force on the day of payment of the penalty from the amount of the overdue obligation.

6.3. The Customer shall be exempted from the penalty payment if it proves that the delay in performance of the said obligation was caused by force majeure or the Supplier's fault.

6.4. If the Supplier fails to meet its delivery obligations, the Customer has the right to demand that the Supplier pay a penalty. The penalty shall be charged for each day of delay in fulfilling the obligation to deliver the goods, starting from the day following the day of expiry of the delivery period. The amount of such penalty shall be set at the rate of one three-hundredth of the refinancing rate of the Central Bank of the Russian Federation in force on the day of payment of the penalty from the amount of the overdue obligation.

6.5. The Supplier is exempted from the penalty payment, if it proves that the delay in performance of the said obligation has occurred due to force majeure or due to the Customer's fault.

6.6. In case of delivery of defective or incomplete goods the Customer has the right to demand the Supplier to pay a penalty at the rate of 0,1% of the cost of defective or incomplete goods delivered by the Supplier, defined according to the Specifications for the goods delivered, for each day from the moment of sending a claim to the Supplier, containing the requirement to eliminate defects of the goods free of charge (or to compensate its costs for elimination of defects of goods, or to replace defective goods with goods of proper quality) within the appropriate period.

7. Circumstances of Force Majeure

7.1. The parties shall be exempted from liability for partial or full default of obligations hereunder if it was caused by force majeure circumstances, preventing the proper fulfillment of obligations hereunder, and other extreme circumstances confirmed in the order stipulated by the legislation, that occurred after conclusion the Contract and had immediate impact on the fulfillment the obligations hereunder by the Parties, as well as circumstances that the Parties could not anticipate and prevent.

7.2. With occurrence of such circumstances the period of fulfilling the obligations is extended proportionally to the period of occurrence of such circumstances as such circumstances have a significant impact on the fulfillment of obligations under the Contract.

7.3. The Party that was unable to fulfill its obligations due to force majeure circumstances shall notify the other Party in writing within 5 (five) calendar days from the date of such circumstances occurrence about their occurrence, type and possible duration.

7.4. If force majeure circumstances specified in clause 7.1 of the Contract continue to operate for more than 2 (two) months, each Party shall be entitled to withdraw from the Contract without demanding compensation for losses incurred in connection with the occurrence of such circumstances.

8. Dispute Resolution Procedure

8.1. All disputes and disagreements arising in connection with fulfillment of the Contract, its modification, termination or recognition as invalid, the Parties shall seek to resolve through negotiations, and the reached agreements shall be executed in the form of additional agreements, signed by the Parties and sealed.

8.2. If it is impossible to reach a mutual agreement, the disputes under the Contract shall be resolved in the Arbitration Court of the Republic of Tatarstan.

8.3. Before transferring the dispute to the Arbitration Court of the Republic of Tatarstan the Parties will take measures to settle it in a complaint procedure. The complaint shall be sent in writing. The complaint received shall be responded to by the Party in writing within 10 (ten) calendar days from the date of its receipt.

9. Term and Procedures of Change and Termination of the Contract

9.1. The Contract shall be considered concluded from the date of signing by the Parties and shall remain in force until 31 December 2020.

9.2. The Contract shall be signed with digital signatures and on paper copies.

9.3. During the performance of the contract it is not allowed to change its conditions, except in the following cases:

1) change of the volume of purchased products provided for in the contract by not more than 30 (thirty) percent;

2) change of the periods of performance of obligations under the Contract, if the need to change the terms is caused by force majeure circumstances or delayed performance of the Customer's obligations under the Contract;

3) change of the Contract price:

- by reducing it without changing other conditions of the Contract performance;

- inflationary price growth on the basis of indicators of the forecast deflator index, published by the Ministry of Economic Development of the Russian Federation or other sources of reliable information;

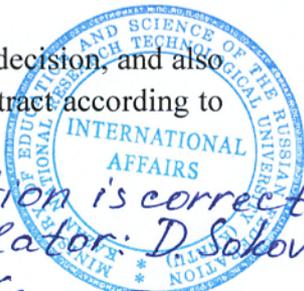
- change of the state regulated prices (rates) in accordance with the Russian Federation legislation

9.4. Delivery of goods with improved quality, technical and functional characteristics (consumer properties) in comparison with such quality and characteristics specified in the Contract is allowed during performance of the Contract as agreed by the Customer and the Supplier.

9.5. Amendments and additions shall be executed in writing by signing of additional agreements to the Contract by the parties. The additional agreements to the Contract are its integral parts and come into force from the moment of their signing by the Parties.

9.6. Termination of the Contract is permitted by agreement of the Parties, by court decision, and also in case of unilateral refusal of the Party of the Contract from execution of the Contract according to the civil legislation.

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9.7. Termination of the Contract by agreement of the Parties shall be made in writing and is possible in case of conditions under which for one or both of the Parties further performance of obligations under the Contract is impossible or there is no expediency in performance of the Contract.

9.8. If the Contract is terminated by agreement of the Parties, the Supplier shall return to the Customer all monetary funds transferred for fulfillment of obligations under the Contract, and the Customer shall pay the Supplier's expenses for actually fulfilled obligations under the Contract.

9.9. The demand for termination of the Contract can be submitted by the Party to the court only after receipt of the other Party's refusal to the proposal to terminate the Contract or failure to receive a response within 10 (ten) days from the date of receipt of the proposal to terminate the Contract.

10. Other Terms and Conditions

10.1. All legally significant notices of the Parties related to fulfillment of the Contract shall be sent in writing by registered mail with return receipt requested to the Party's registered address specified in Section 12 of the Contract.

Unless otherwise stipulated by law, all legally significant notices under the Contract shall have civil consequences for the party receiving them from the moment of delivery of the relevant notice to it or its representative.

A notice shall also be deemed delivered if it is received by the person to whom it is sent (the addressee), but, due to circumstances attributable to him, is not delivered to him or the addressee does not get acquainted with it.

10.2. In all matters not stipulated by the Agreement, the Parties shall be governed by the applicable laws of the Russian Federation.

10.3. Integral parts of this Contract are:

Appendix No. 1 – Specifications.

Appendix No.2 – Terms of Reference.

Appendix No.3 – Sample Licence Acceptance-Transfer Certificate.

12. Address, banking details and signatures of Parties

Supplier

LLC "Bumazhnaya Korporatsiya"

Legal address: 420029, Kazan, Akademika Kirpichnikova street, 21/14, office 32-37, tel. +7 (843) 200-93-99

Taxpayer Identification Number 1655196772

Tax Registration Reason Code 166001001

DEPARTMENT "BANK TATARSTAN"

N8610 PJSC SBERBANK

Current account 4070281096200002325

Correspondent account 30101810600000000603
OKPO 01574447

ARCPS 92401380000

Primary State Registration Number
1151690072698

Customer

Kazan National Research Technological University

Primary State Registration Number
1021602854965

Taxpayer Identification Number 1655018804,
registration date 27 July 1994

Tax Registration Reason Code 165501001

Current account No. 4050 1810 2920 5200
0002

Federal Treasury Department in the Republic
of Tatarstan (account №20116Y24790)

Department of the National Bank of Tatarstan
RCBIC 049205001

OKPO 02069639

RNCMT 92701000001



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Address: Kazan, 420029

Akademika Kirpichnikova street, 21/14

Tel./fax: +7 (843) 200-93-99

E-mail: bumagakazan@bk.ru

Supplier

*[signature] /K.A. Biryukov/
[round stamp: Republic of Tatarstan Kazan
Limited Liability Company Primary State
Registration Number 1151690072698
"Bumazhnaya Korporatsiya" Taxpayer
Identification Number 1655196772]*

Address:

68 Karl Marx street, Kazan, 420029

Republic of Tatarstan

Russian Federation

Phone number: 8 (843) 231-43-30

Email: n.p.sirazeeva@mail.ru

Customer

*/Y.M. Kazakov/ [round stamp: Ministry of
Science and Higher Education of the Russian
Federation Kazan National Research
Technological University KNRTU PSRN
1021602854965 TIN 1655018804 KPP
165501001]*

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Appendix No.1 to Contract
No. 20/2061
dated 09 November 2020

Specifications

No.	Name of goods or services	Measuring Unit	Quantity	Price per item, rubles	Sum (VAT exempted), rubles
1	Licence for office software	equivalent units	13	2, 797.10	36, 362.3
			1	2, 797.03	2, 797.03
Total					39, 159.33

Country of manufacture: USA

Supplier

LLC "Bumazhnaya Korporatsiya"
[signature] /K.A. Biryukov/
[round stamp: Republic of Tatarstan Kazan Limited
Liability Company Primary State Registration
Number 1151690072698 "Bumazhnaya
Korporatsiya" Taxpayer Identification Number
1655196772]

Customer

KNRTU
[signature] /Y.M.Kazakov/
[round stamp: Ministry of Science and Higher Education
of the Russian Federation Kazan National Research
Technological University KNRTU PSRN 1021602854965
TIN 1655018804 KPP 165501001]

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Terms of reference¹

No.	Goods	Country of manufacture	Technical and functional specifications and their measures	Unit of Measure	Quantity
1	Licence for Office Software	USA	<p>MSOfficeStandard Academic Edition</p> <p>Electronic academic perpetual license Package: - Word, - Excel, - PowerPoint, - Outlook. Version of the software package 2016. Installation of the distribution on the server is available, as well as downgrade to OfficeStandard 2013.</p> <p>All applications of the package: - have Russian-language interface - support technology of access rights management to the documents and messages of e-mail, compatible with ActiveDirectory, and full compatibility with formats *.docx, *.docm, *.dotm, *.xlsx, *.xlsm, *.xlsb, *.pptx, *.pptm, *.ppsx, *.psm.</p>	Piece	14

Supplier
LLC "Bumazhnaya Korporatsiya"
[signature] /K.A. Biryukov/
[round stamp: Republic of Tatarstan Kazan Limited Liability Company Primary State Registration Number 1151690072698 "Bumazhnaya Korporatsiya" Taxpayer Identification Number 1655196772]

Customer
KNRTU
[signature]/Y.M.Kazakov/
[round stamp: Ministry of Science and Higher Education of the Russian Federation Kazan National Research Technological University KNRTU PSRN 1021602854965 TIN 1655018804 KPP 165501001]

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¹ The terms of reference shall include the information corresponding to the proposal in the application for participation in the online auction

