

**CONTRACT NO. 4812/\_\_\_\_\_**  
**for performance of the Work**

Moscow

“\_\_\_” \_\_\_\_\_, 201 .

Open Joint Stock Company “Research and Design Institute for Oil Refining and Petrochemical Industry” (OAO VNIPIneft), hereinafter referred to as “Client”, represented by Denis A. Sergeev, General Director, acting on the basis of the Charter, on the one part and \_\_\_\_\_ (\_\_\_\_\_), hereinafter referred to as “Contractor”, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, on the other part, hereinafter collectively referred to as “Parties”, and separately referred to as “Party”, have entered into this Contract for performance of the Work (hereinafter referred to as “Contract”) as follows:

**1. Subject of the Contract**

1.1. The Contractor shall undertake, on the Client’s request, perform the work for the Development of Process Design Solutions for Methanol Plant Project at the PAO Oil Company Bashneft branches: Bashneft-Novoil and Bashneft-Ufa Refinery (hereinafter referred to as “Work”) based on Client’s Terms of Reference, and the Client shall accept it and pay in accordance with the terms and conditions of this Contract.

1.2. Client’s requirements to the Deliverables being the result of Work to be performed by the Contractor under this Contract are set forth in the Terms of Reference (Attachment 1). The results of Work shall be deliverable documentation prepared by the Contractor under the Contract (hereinafter referred to as “Deliverables”)

1.3. The schedule of Work and its main milestones is given in Attachment 3 - Schedule

**2. Contract Price**

2.1. A total Cost of Work to be performed by the Contractor within the period established in clause 1.3 of this Contract is \_\_\_\_\_ (\_\_\_\_\_) RUR 00 Copeck, including 18% VAT - \_\_\_\_\_ (\_\_\_\_\_) RUR 00 Copeck.

2.2. Should the necessity arise to perform any work not mentioned in this Contract the Parties shall sign a supplementary agreement to the Contract to establish types and scope of this work, its schedule and cost. Under these circumstances the Client shall not be liable to pay for the extra work without Client’s consent or signing the respective supplementary agreement with the Client.

2.3. The Cost of Work shall include all overhead and other expenses incurred by the Contractor in connection with the fulfilment of the Contract, including VAT, if any, and other taxes due to be paid by the Contractor. In the event of change in the VAT rate or a taxation procedure in respect of VAT the Cost of Work will be respectively changed (reduced or increase). In the event of changing any other tax or duty rates the Cost of Work shall remained unchanged.

**3. Work Approach**

3.1. The Client shall provide the Contractor with necessary initial data described in Attachment 1 - Terms of Reference before the Contractor get started.

3.2. The Client shall be entitled to request the work progress data from the Contractor at any time

The Client shall have the right to supervise and monitor the progress, quality and timing of Work performed by the Contractor (co-contractors) engaged by the Contractor keeping out of Contractor's (co-contractors’) business processes.

If in the course of supervision and monitoring of the Work performance the Client found deviations from the terms and conditions of this Contract, which could deteriorate quality of the Work (its results) or cause some defects, the Client shall immediately notice the Contractor. Failure of the Client to meet this requirement shall not be deemed to be a waiver thereof in respect of the quality of completed Work (deliverables).

The Contractor shall be obliged to obey instructions of the Client received during the performance of Work provided that the instructions are not in contradiction with the terms and conditions of this Contract. If these instructions involving a change in the scope of Work they shall be in a written form; otherwise neither of the Parties have the right to refer to oral instructions involving a change in the scope of Work as mandatory.

The Contractor who performed improperly the Work under this Contract shall not have the right to plead Client's failure to supervise and monitor performance of the Work.

3.3. The Client shall undertake to assist the Contractor in performing the Work in the scope and under terms and conditions stipulated in this Contract.

3.4. The Client shall undertake to accept and pay for the completed Work at the time and in a manner stipulated by this Contract.

3.5. The Contractor shall involve co-contractors in compliance with the conditions established in subclauses 3.5.1 through 3.5.6 below.

3.5.1. The Contractor shall not have the right to involve third parties (co-contractors) in the fulfilment of its obligations under this Contract without Client's written consent.

Under these circumstances the Contractor shall:

- bear full responsibility for quality and timing of the work performed by the co-contractor;
- guarantee that all the contractors involved have all the permits, licenses and resources required for performance of the work in the scope and within time limits established in the Contract;

- bear responsibility for actions of such parties as if they were the actions performed by the Contractor himself.

3.5.2. The Contractor shall submit a List of third parties (co-contractors) showing activities to be performed by them under this Contract to the Client for approval within 5 (five) calendar days after the signing date of this Contract.

The Client shall approve the co-contractors included in the List for performance of the work under this Contract or send a reasoned refusal to the Contractor within 10 (ten) calendar days after the receipt of the List.

During the performance of the work under this Contract the Contractor shall obtain a preliminary written consent of the Client with the replacement of the third parties (co-contractors) approved by the Client and the involvement of new (in addition to those declared earlier) third parties (co-contractors) in accordance with the above procedure.

3.5.3. The Contractor shall provide the Client with the data on contracts signed with co-contractors, if any, within 3 (three) working days after signing the contracts and in the scope established in RF Ministry of Finance Order no. 173H as of 29.12.2014 "On a Procedure of Compilation of Information and Documents and Exchange of Information and Documents between a Client and the Federal Treasury for the Purpose of Keeping a Register of Contracts Concluded by Clients on a Competitive Basis".

In the event that the involved co-contractors are small and medium-sized business entities the Contractor shall submit to the Client, in addition to the data mentioned in this clause, a declaration of compliance with small and medium-sized business eligibility criteria established in Article 4 of the RF Federal Law no. 209-FZ as of 24.07.2007 "On the Development of Small and Medium-Sized Business in the Russian Federation" as per the form given in Client's Regulation "On Purchase of Commodities, Work and Services".

3.5.4. The Contractor shall include provisions being compatible with and not less stringent than the terms and provisions of this Contract in contracts signed with co-contractors and supervise their implementation.

The Contractor shall submit copies of the contracts and all supplementary agreements signed with such co-contractors to the Client within 2 (two) working days after the signing; should the Client have comments on the formulation, the Contractor shall ensure introduction of respective modifications into the contract signed with the co-contractor.

3.5.5. The cost of work performed by the co-contractors shall be deemed to be included in the Work Price established by this Contract and shall not be subject to additional remuneration by the Client.

3.5.6. At any time on Client's request the Contractor shall submit to the Client a list of all its co-contractors, if any, and information relating to payment for Work under this Contract performed by co-contractors.

3.6. The Parties shall inform each other immediately about all problems hindering proper fulfilment of their obligations under this Contract for the purpose of taking timely actions.

#### **4. Method of Payment and Documenting**

4.1. Work payment shall be effected individually for every milestone as per the Schedule. The Client shall pay for the Work actually completed by the Contractor within 60 (sixty) calendar days but not sooner than 45 (forty five) calendar days from the Client's acceptance of the Work performed by the Contractor based on a Work Acceptance Certificate for the completed milestone prepared as per the form given in Attachment 4 to this Contract provided that the Contractor produces as-built cost estimates (as per the form given in Attachment 5 to this Contract), a VAT invoice (invoices) issued based on such Work Acceptance Certificate (if the issue of VAT invoices is obligatory according to RF tax legislation) and a pro forma invoice available.

4.2. Payment for the Work performed by the Contractor shall be effected by means of money transfer to the Contractor's settlement account.

All the settlements under this Contract shall be effected in Russian roubles through a bank as per Parties' banking details given in this Contract. In the event that the cost of Work is determined in foreign currency, payment for the Work shall be effected in Russian roubles at the Central Bank of Russia rate on the date of debiting the Client's account.

Any payment obligation shall be recognized as fulfilled from the date of debiting the Client's correspondent account with Client's bank.

4.3. The Contractor shall submit to the Client VAT-invoices and primary documents for the performed Work indicated in the Contract and presented as per Attachments 4 and 5 to this Contract within 3 (three) calendar days from the Work completion but in any case no later than on the 3rd day of the following month. In the event of violation of the requirements to executing the VAT-invoices and primary documents or a failure to submit original copies of the VAT-invoices and primary documents within the time limits stipulated in this Contract, the Party that has to pay for the Work under this Contract shall be entitled to postpone the respective payment by a period of delay in submitting the properly executed originals of the VAT-invoices or primary documents.

4.4. Upon mutual consent the Parties shall perform reconciliation of obligation fulfilment and payment with signing a respective certificate at least quarterly.

The Client shall send a signed reconciliation report to the Contractor no later than on 25th (twenty fifth) day of the month following the reporting quarter. The Contractor shall check the payment reconciliation report within 5 (five) days from its receipt, draw up a protocol of disagreements, if any, and forward one copy of the properly executed report to the Client.

The Client shall be entitled to postpone payment until he receives the signed reconciliation report from the Contractor.

4.5. The primary accounting documents to be prepared in discharge of the obligations of the Parties under this Contract shall contain the following mandatory details:

- 1) document title;
- 2) document date;
- 3) name of a business entity prepared the document;
- 4) substance of business operation item;
- 5) natural and/or monetary value of the business operation item with indication of units of measurement;
- 6) position of a person (persons) who made a deal or transaction and is responsible for transaction processing or position of a person (persons) who is responsible for transaction processing;
- 7) personal signatures of the above-mentioned persons.

4.6. The VAT-invoices and primary documents to be prepared in discharge of obligations of the Parties under this Contract shall be executed in compliance with the requirements of effective tax legislation.

The Contractor shall forward duly certified copies of credentials of the persons authorised to sign supplementary agreements to this Contract, Work Acceptance Certificates and VAT-invoices (an assignment document for a top manager, an assignment order for a chief accountant, and an entity order (or other administrative document) or a power of attorney issued on behalf of the entity for other persons) and submit true signatures of the above-mentioned persons certified by the entity to the Client within 5 (five) working days from the signing of this Contract. Should the list of persons possessing the above-mentioned authorities changed, the Contractor shall immediately notice the Client and submit the documents for respective persons mentioned in this paragraph.

The VAT-invoices signed by a top manager and a chief accountant shall contain clarification of their signatures with printed names and initials. The VAT-invoices signed by persons who are authorised by the entity order (administrative document) or the power of attorney issued on behalf of the entity shall contain, following the clarification of signatures, details of the authorising document (title, data, number). It is not permitted to use facsimile signatures or another analog of handwritten signatures when signing the VAT-invoices and the primary documents.

The Work Acceptance Certificates, VAT invoices, invoices, etc. shall be delivered by courier with obligatory signing of the Work Acceptance Certificate by authorised persons or by mail with the enclosure list to the address given in the Contract, with reference to the number and date of the Contract, the number and date of the Supplementary Agreement and contact person details. Along with the document originals, duly certified copies of the documents confirming the signer capacities shall be forwarded (except that respective documents were submitted earlier).

Scanned Work Acceptance Certificates and VAT invoices may be submitted to the Client by fax or e-mail at [vnipineft@vnipineft.ru](mailto:vnipineft@vnipineft.ru) with further submittal of the original documents as a hard copy.

Should the Work Acceptance Certificates and VAT invoices be not in compliance with the requirements established by the effective legislation and/or this Contract, the Client, having received such documents, shall notify the Contractor indicating specific violations within 3 (three) days after receipt and the Contractor shall immediately take corrective actions.

In the event of a failure of the Contractor to submit duly executed originals of the primary accounting documents and/or VAT-invoices (including VAT-invoices for pre-payment) to the Client within the time period stipulated in the Contract the Client shall be entitled to postpone to respective payment by a period of delay in submitting the properly executed original document.

## **5. Work Acceptance**

Work Acceptance The Contractor shall submit Work Acceptance Certificate in 2 (two) copies with attached Deliverables being the result of Work performed by the Contractor and As-Built Cost Estimate in 2 (two) copies to the Client no later than the due date indicated in the Schedule.

Unless otherwise stipulated in the Client's Terms of Reference (Attachment 1) or agreed upon by the Parties, the Deliverables being the result of Work performed by the Contractor shall be supplied to the Client in 4 (four) hard copies and 1 (one) magnetic / optical copy.

The Deliverables shall comply with the requirements of the effective RF legislations and the conventional requirements imposed by special standards and rules, this Contract and supplementary agreements thereof, as well as the Client's Terms of Reference (Attachment 1).

5.2. The Client shall forward to the Contractor the signed Work Acceptance Certificate or a reasoned refusal to accept the Deliverables with indication of defects (punch list) and a time period for remedying the defects within 30 (thirty) calendar days from the receipt thereof. In the event of receiving the Client's reasoned refusal the Contractor shall remedy defects (clear comments) within 5 (five) calendar days.

If the Contractor need time for remedying the defects indicated in the Client's comments beyond the period stipulated here, the respective new time limits shall be approved by the Client in writing after receipt of Contractor's notice of required extension of the time period for submitting the corrected Deliverables.

The Contractor shall remedy the defects (clear comments) indicated in the Client's comments at his own expense.

After remedying the defects (clearing comments) the Deliverables shall be re-submitted and re-accepted pursuant to the procedure established for the original acceptance.

The date of signing (approval) of respective Work Acceptance Certificate by the Client shall be recognized as the date of acceptance of Work (Deliverables) completed by the Contractor

5.3. If in the course of the Work performance it turns out that expected results of the Work cannot be achieved or continuation of the Work is not expedient due to circumstances beyond the control of the Contractor, the latter shall suspend the Work notifying the Client in writing within 5 (five) days. Under these circumstances the Parties shall consider expediency and possible ways of Work continuation within 10 days. Any Work termination decision shall be documented in a form of supplementary agreement of the Parties.

5.4. If the Contractor timely notified the Client that further performance of the Work is impossible or non-expedient the Client shall accept and pay the cost of any part of Work completed by the Contractor prior to detecting the impossibility of obtaining the Deliverables stipulated in the Contract; however, this cost shall not exceed the respective part of the cost of such Work stipulated in the Contract.

5.5. In the event of Work termination on the Client's initiative the latter shall notify the Contractor in writing. The Client shall have the right to declare refusal to continue fulfilment of the Contract both in general and in terms of individual scopes and/or Work activities without prejudice as regards the remaining scopes and/or Work activities to be performed by the Contractor.

The Contractor shall terminate performance of the Work no later than the day following the receipt of Client's notification, unless otherwise provided by such notification.

Under these circumstances the Contractor shall hand over the Work in progress, along with attached documents relating to the scopes and/or Work activities in progress, to the Client within 10 (ten) calendar days from the Work termination. The Work in progress shall be accepted in accordance with the procedure provided in clauses 5.1 and 5.2 of the Contract. The Work in progress accepted by the Client without objections shall be paid in proportion to its degree of preparedness unless the Parties agreed otherwise.

5.6. In the event of early completion of the Work by the Contractor the Client shall be entitled to accept and pay for the Work in accordance with terms and conditions of this Contract.

5.7. After the Client accepts the Deliverables handed over by the Contractor the ownership of the Deliverables shall be transferred to the Client who shall be entitled to dispose of the Deliverables absolutely, including the use and transfer to third parties without Contractor's consent.

5.8. The Client accepted the Deliverables completed by the Contractor shall not forfeit the right to plead any defects found during the use of the Deliverables.

5.9. Ownership of the Deliverables prepared by the Contractor under the Contract shall pass to the Client after signing the Work Acceptance Certificate. If the Deliverables contain the results of intellectual activity, then, simultaneously with hand-over of the Deliverables, the Contractor shall transfer to the Client exclusive proprietary rights for the Deliverables in effect from the date of signing the Work Acceptance Certificate.

## **6. Confidentiality**

6.1. For the purpose of this Contract "Confidential Information" means any Contract information pertaining to this Contract that has actual or potential value by virtue of its non-public nature, is not intended for publication and/or public use and meets the requirements of the laws of the Russian Federation.

The Parties undertake to keep the Confidential Information secret and take all reasonable precautions to secure such information, including in the event of reorganization or dissolution of the Parties. The Parties agreed hereby that they shall not disclose the Confidential Information to any third parties and they shall prevent the disclosure of such Information without the prior written consent of the other Party, except for unintended and/or forced disclosure of the Confidential Information due to force-majeure circumstances or requirements of the effective laws of the Russian Federation, final judgements of the competent court or legal of competent state government and administration bodies provided that in the event of any such disclosure: (a) the Party shall preliminary notify the other Party of the force-majeure event associated with the need for the

disclosure of the Confidential Information and the terms and conditions of such disclosure; and (b) the Party shall disclose the Confidential Information only to the extent required in virtue of the competent court judgements or the legal demands of competent state government and administration bodies.

Any Party of this Contract shall bear responsibility for the acts (failure to act) of its own employees and other persons having been granted access to the Confidential Information, which cause that the Confidential Information become known to third parties.

For the purpose of this Contract "Disclosure of the Confidential Information" means actions of any Party unauthorised by other Party and resulted in gaining access to the Confidential Information by any third parties. Omission of the Party consisting in a failure to ensure proper security of the Confidential Information and resulting in gaining access to such Confidential Information by any third parties shall also be recognised as Disclosure of the Confidential Information.

Any Party shall bear liability for losses that could be incurred by the Contractor as a result of the disclosure or unauthorised use of the Confidential Information in violation of the terms and conditions of this article, except for the disclosure of the Confidential Information stipulated in this article.

Any handover of the Confidential Information shall be documented by a handover protocol to be signed by the authorised representatives of the Parties.

Confidential Information transmission by insecure channels of telephone and facsimile communications and using Internet network without proper protection measures to satisfaction of both Parties shall be prohibited.

## **7 Liability of the Parties**

7.1. Should the Contractor fail to meet the due date of work delivery for any milestone established by the Schedule, the Contractor shall pay the Client a delay penalty in the amount of 0.1% (one tenth percent) of the cost of Work for the delayed milestone per day of delay until the milestone Work is actually completed.

7.2. Should the Contractor fail to remedy defects found by the Client in the manner and at times stipulated by the Contract, the Contractor shall pay the Client a delay penalty in the amount of 0.05% (five hundredth percent) of the cost of such Work per day of delay until such defects are actually remedied.

7.3. If any irremediable defects caused by the Contractor or the parties engaged by the Contractor were found or any defects were not remedied for a prolonged period (over 30 calendar days) or the Contractor refused to remedy any defects, the Client shall have the right to:

- remedy the identified defects by itself or engage third parties for this purpose; in doing so, all the expenses incurred in relation to remedying such defects shall be reimbursed by the Contractor to the Client in full; or

- refuse to fulfil this Contract without reimbursement of actual expenses and losses incurred by the Contractor due to such refusal, demanding the return of amounts paid earlier for the Work that was partially accepted but not finished by the Contractor.

7.4. Should the Contractor involve in the fulfilment of this Contract third parties (co-contractors) which were not approved by the Client in accordance with the procedure and under conditions described in clause 3.5 of this Contract, the Contractor shall pay to the Client a penalty in the amount of 300,000 (three hundred thousand) RUR for every fact of involving such co-contractor.

7.5. If the Contractor failed to submit or did not submit in full the data to be provided according to clause 3.5 of this Contract, the Contractor shall pay to the Client a penalty in the amount of 100,000 (one hundred thousand) RUR and recover losses incurred by the Client, including penalties paid by the Client due to the Contractor's failure to provide the Client with the information about contracts with subcontractors.

7.6. If the Client failed to pay the Contractor for the completed Work within the time limits stipulated by the Contract, the Client shall pay to the Contractor the delay penalty at a rate of 0,05 % (five hundredth percent) of the amount of delayed payment per day of delay until the

payment is made in fact, but no more than 10% (ten percent) of the cost of respective Work milestone.

7.7. The Parties shall not be liable for partial or full failure to fulfil their obligations under this Contract when such failure arises from force majeure circumstances (act of God, hostilities, governmental prohibitive measures and other factors beyond the control of the Parties that did not exist at the time of signing the Contract).

If the said circumstances last for more than 30 days, the affected Party shall have the right to propose in writing to other Party to revise this Contract. If the Parties fail to come to an agreement within 20 days after receipt of such written notice, the Contract shall be terminated no later than within 30 days from the date of written notice.

7.8. In other circumstances which are not stipulated by this Contract the Parties shall bear liability as established by the effective laws of the Russian Federation.

## **8. Miscellaneous**

8.1. This Contract shall become effective as of the date of its signing by authorised representatives of the Parties and be valid until both Parties fulfil their contractual obligations to the fullest extent.

8.2. Unless otherwise provided for by the effective legislation of the Russian Federation or this Contract, this Contract may be amended and terminated by mutual consent of the Parties. Any change and amendment of the Contract shall be made by a supplementary agreement of the Parties being its integral part.

8.3. Without prejudice to the other provisions of this Contract the Client shall have the right to terminate this Contract unilaterally and without recourse to court:

- in any time prior to signing the Work Acceptance Certificate for completed scopes/activities/milestones after having paid the Contractor for the portion of the established price in proportion to the portion of work completed prior to the receipt of the Client's notice of refusal to fulfil the Contract;

- if the Contractor did not proceed with the fulfilment of the Contract in the time stipulated by this Contract or if he performs the Work so slowly that it becomes evident that the timely completion of the Work becomes impossible;

- if in the course of Work performance it becomes evident that the Work will not be performed in a proper manner and the Contractor will not remedy defects within the remedy period established by the Client;

- if in the course of Work performance it becomes evident that deviations from the terms and conditions of the Contract or other defects of the result of Work performance are significant and irremediable;

- in the event of revocation of Contractor's licenses for licensed activities to be carried out under this Contract, enactments of governmental bodies and self-regulating organizations (under the effective legislation of the Russian Federation) that deprive the Contractor of the right to perform the Work under this Contract;

- in other cases covered by the effective legislation of the Russian Federation.

The Client shall be obliged to notify the Contractor in writing of the date of expected termination of the Contract on the grounds indicated in this clause at least 10 (ten) working days prior to such date.

In doing so, the Contractor shall, as of the termination date of this Contract indicated in the Client's notice or other date indicated in the same,

- cease to perform the Work under this Contract;

- handover to the Client the results of actually completed Work in accordance with the procedure described in Article 5 of the Contract, and submit simultaneously the cost estimate (cost calculation) of actual completed Work and the Reconciliation Report.

The Client shall review the above-mentioned documents and sign the Reconciliation Report or forward to the Contractor a reasoned written refusal to sign the Report.

The final settlement for actual Work rendered by the Contractor shall be effected by the Client within 60 (sixty) calendar days but anyway no earlier than 45 (forty five) calendar days after

signing the Reconciliation Report by the Parties. The Work performed by the Contractor after the termination date of this Contract and damages for the termination of this Contract shall not be paid to the Contractor.

8.4. All the disputes arising out of or in connection with this Contract shall be referred to and finally resolved by the Moscow City Arbitration Court.

8.5. This Agreement is drawn up in 2 (two) identical copies of equal legal force, 1 (one) for each of the Parties.

8.6. If there is a necessity to use any documents containing governmental secrets for the purpose of performing the Work under this Contract, the Parties shall observe the requirements of governmental secret laws effective in the Russian Federation.

## 9. Attachments

Attachment 1. Terms of Reference  
Attachment 2. Cost Estimate  
Attachment 3. Schedule  
Attachment 4. Work Acceptance Certificate Form  
Attachment 5. As-Built Cost Estimate Form

## 10. Addresses and banking details of the Parties:

### CLIENT:

ОАО ВНИПнефт

**Location:** 32 Ulitsa F. Engelsa, bldg

1, F. Moscow 105005, Russian Federation

OGRN 1027700370466

INN 7701007624, KPP 770101001

### Banking details:

settl.acc. 40702810400003002968

with VBRR Bank (AO), Moscow

corr.acc. 30101810900000000880

BIK 044525880

### Phone/Fax:

+7(495) 795-31-30

Fax +7(495)795-31-31

### CONTRACTOR

**For and on behalf of the CLIENT:**

**General Director**

\_\_\_\_\_ D.A.

Sergeev

Stamp

**For and on behalf of the**

**CONTRACTOR:**

**General Director**

\_\_\_\_\_

Stamp

**Attachment 4**to **Contract No. 4812/**\_\_\_\_\_as of “\_\_\_” \_\_\_\_\_ **201**\_\_**FORM**Work Acceptance  
Certificate

“\_\_\_” \_\_\_\_\_ 201\_\_

\_\_\_\_\_

We, the undersigned, Contractor \_\_\_\_\_ represented by \_\_\_\_\_  
[entity name] [position] [full name]  
acting of the basis of \_\_\_\_\_ and Client \_\_\_\_\_  
[Charter, Power of Attorney no., date] [entity name]  
represented by \_\_\_\_\_ acting of the basis of \_\_\_\_\_ have prepared  
[position] [full name] [Charter, Power of Attorney no., date]  
this Certificate in witness of the fact that the following works were performed under Contract no. \_\_\_\_\_ as of “\_\_\_” \_\_\_\_\_  
20\_\_ from “\_\_\_” \_\_\_\_\_ 20\_\_ till “\_\_\_” \_\_\_\_\_ 20\_\_.

[description of Work performed]

The results of performed Work have been documented and handed over to the Client in a form of the following Deliverables:

No.	Document title	Tangible medium	Q-ty	Remark:
1				
2				
3				

The Work has been completed... [indicate if its quality and completion dates are in compliance with Terms of Reference].  
For example, if the work has been performed properly: “the work has been completed within the schedule, in full and to the satisfaction of the terms and conditions of this Agreement and the Client’s Terms of Reference”; if the work has been performed improperly: «the work has been completed in the scope stipulated in the Client’s Terms of Reference, \_\_\_ days behind the schedule established in subclauses \_\_\_ of the Client’s Terms of Reference”, “the work has been completed with violation of the requirements provided in subclauses \_\_\_ of the Terms of Reference, namely: have not been developed, have not been checked, have not been provided ... [violations shall be indicated)” and etc.].

The following deliverables have been prepared based on the results of the work...[indicate the deliverables if properly prepared;; otherwise, a list of deliverables and a punch list shall be given]

A report has been prepared on the basis of work completion.\*

The Cost of Work is \_\_\_\_\_ (\_\_\_\_\_)

Amount by words  
RUR \_\_\_ Copeck, including VAT \_\_\_\_\_ (\_\_\_\_\_) RUR \_\_\_ Copeck  
Amount by words

Work accepted by:  
For and on behalf of Client\_\_\_\_\_  
Position, signature, printed name  
StampWork delivered:  
For and on behalf of Contractor\_\_\_\_\_  
Position, signature, printed name  
Stamp**For and on behalf of the CLIENT:****For and on behalf of the CONTRACTOR:****General Director**

\_\_\_\_\_/ D.A. Sergeev

Stamp

\_\_\_\_\_  
Stamp

**Attachment 5**  
to **Contract No. 4812/\_\_\_\_\_**  
as of “\_\_\_\_” \_\_\_\_\_ **201\_\_**

**As-Built Cost Estimate Form**

Activity	Contractors			Average cost of 1 man-day excluding VAT	Cost (RUR excluding VAT)
	Position	Qty			
		person s	Man-hour		
Total					
Total for the cost estimate including VAT					

**For and on behalf of the CLIENT:**

**For and on behalf of the CONTRACTOR:**

**General Director**

\_\_\_\_\_/ D.A. Sergeev  
Stamp

\_\_\_\_\_  
Stamp