



## On Approval of Public Procurement Rules

### *Unofficial translation*

Order of the Minister of Finance of the Republic of Kazakhstan dated October 9, 2024 № 687 . Registered with the Ministry of Justice of the Republic of Kazakhstan on October 9, 2024 № 35238.

### Unofficial translation

Pursuant to subparagraph 21) of article 3 of the Republic of Kazakhstan “On Public Procurement”, I hereby **ORDER**:

1. To approve the attached public procurement Rules in accordance with Appendix 1 to this order.
2. To invalidate certain orders of the Ministry of Finance of the Republic of Kazakhstan in accordance with Appendix 2 to this order.
3. The Department of Legislation on Public Procurement and Procurement of the Quasi-Public Sector of the Ministry of Finance of the Republic of Kazakhstan, in accordance with the procedure established by the legislation of the Republic of Kazakhstan, shall ensure:
  - 1) state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;
  - 2) posting of this order on the Internet resource of the Ministry of Finance of the Republic of Kazakhstan;
  - 3) within ten working days after the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan, report to the Department of Legal Service of the Ministry of Finance of the Republic of Kazakhstan on the execution of the measures referred to in subparagraphs 1) and 2) of this paragraph.
4. This order shall be enforced on January 1, 2025 and is subject to official publication.

*Minister of Finance  
of the Republic of Kazakhstan*

*M. Takiev*

Appendix 1 to the order  
of the Minister of Finance  
of the Republic of Kazakhstan  
dated October 9, 2024 № 687

## Public Procurement Rules

1. These public procurement Rules (hereinafter referred to as the Rules) have been developed in accordance with the Law of the Republic of Kazakhstan “On Public

Procurement” (hereinafter referred to as the Law), the laws of the Republic of Kazakhstan “On Electronic Document and Electronic Digital Signature”, “On Informatization” and define the procedure for public procurement.

2. The Rules shall not apply to public procurement with the application of a special procedure for public procurement.

## **Chapter 1. General provisions**

3. These Rules shall use the concepts provided for in Article 3 of the Law, as well as the following concepts:

1) financial stability indicator of a potential supplier - a set of indicators on income, taxes paid and wage payroll of a potential supplier, determined by the web portal automatically according to the data of the information systems of the state revenue authorities or the relevant authorized body of the potential non-resident supplier of the Republic of Kazakhstan, obtained by integration in accordance with the legislation of the Republic of Kazakhstan in the field of informatization (hereinafter - state revenue authorities), applied in the manner established by paragraph 275 of these Rules;

2) starting price - the price offered by the potential supplier before the auction, attached to the application for participation in the auction, which is not lower than the allocated amount of the auction item by more than five percent;

3) single procurement platform (hereinafter referred to as the web portal) – an information system of the authorized body in the sphere of public procurement, providing a single access point to electronic services of public procurement and procurement carried out in accordance with the Law of the Republic of Kazakhstan “On procurement by certain quasi-public sector entities”;

4) web portal participant - a customer, organizer, single organizer, potential supplier, supplier who have registered on the web portal, except for suppliers for the acquisition of goods, works, services under subparagraphs 3), 6), 22), 23) and 25) of paragraph 3 of Article 16 of the Law;

5) registration on the web portal - admission of a public procurement system entity to participation in public procurement through the web portal;

6) affiliates of state enterprises, legal entities, whose fifty and more percent of voting shares (participatory interest in the authorized capital) are held by the state - legal entities whose fifty and more percent of voting shares (participatory interest in the authorized capital) are directly or indirectly held by state enterprises, legal entities, whose fifty and more percent of voting shares (participatory interest in the authorized capital) are held by the state. Indirect affiliation means that each subsequent affiliate holds fifty percent or more of the voting shares (participatory interest in the authorized capital) of another legal entity;

7) dumping price – the price offered by a potential supplier, which is below the threshold value determined by these Rules;

8) personal account - an automated user workstation on the web portal for carrying out public procurement procedures, participation in public procurement, as well as receiving automatic notifications and information posted on the web portal;

9) tender committee (auction committee) – a collegial body established by the organizer, a single organizer, to conduct public procurement procedures by means of a tender (auction) provided for by the Law. The tender committee (auction committee) must consist of an odd number, but not less than three persons;

10) treasury support - control over the targeted use of funds allocated for the implementation of budget investment projects related to construction, ensuring the full payment of taxes by all project participants - general contractor and subcontractor at all stages of payments through accounts in the treasury authorities for construction facilities;

11) an electronic copy of a document - a document fully reproducing the form and information (data) of the original document in electronic- digital form;

12) aggregated cost indicators - aggregated indicators of the estimated cost of structural elements per measurement unit of structure and types of works;

13) register of work experience in public procurement (hereinafter referred to as the register of work experience) - an electronic database containing information and documents confirming the work experience of potential suppliers, generated on the web portal in the manner determined by the Rules for the formation and maintenance of public procurement registers, approved by order of the Minister of Finance of the Republic of Kazakhstan dated September 26, 2024 No. 646 (registered in the Register of State Registration of Regulatory Legal Acts under No. 35143) (hereinafter referred to as the Rules for the formation and maintenance of public procurement registers);

14) public procurement contract (hereinafter referred to as the contract) - a civil law contract concluded through the web portal between the customer and the supplier, certified by electronic digital signatures, except as provided by these Rules;

15) turnkey construction contract - a contract, the subject of which is comprehensive work on construction of the facility and its commissioning, including design, survey, construction and installation (expansion, modernization, technical re-equipment, reconstruction, restoration , major repairs) and other work, as well as the supply of goods and provision of services related to the said work, except for comprehensive non-departmental expert examination of projects and technical supervision services;

16) index of taxes paid - percentage ratio of the amount of paid taxes to the amount of income of the potential supplier during three years preceding the previous year according to the data of information systems of state revenue authorities, calculated in accordance with part two of subparagraph 2) of paragraph 57 of these Rules;

17) authorized representative - a user of the web portal participant who, by a corresponding decision of the top manager of the web portal participant, has been delegated

the rights to perform all actions on the web portal, including certification of electronic copies of documents in accordance with the legislation of the Republic of Kazakhstan;

18) format-logical control - a set of software restrictions installed on the web portal, aimed to ensure compliance of web portal users with the legislation of the Republic of Kazakhstan on public procurement;

19) electronic document - a document in which information is presented in electronic digital form and certified by means of electronic digital signature;

**Note!**

Subparagraph 20) of paragraph 3 is provided for as amended pursuant to the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).

20) electronic trading platform – an information system that meets the requirements determined by the single operator in coordination with the authorized body, ensuring the placement of information about goods and their prices in an electronic store;

21) electronic digital signature – a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and immutability of its content.

4. Other concepts used in these Rules shall be applied in accordance with the current legislation of the Republic of Kazakhstan.

## **Chapter 2. Public procurement planning**

5. The decision to conduct public procurement shall be made by the customer on the basis of an approved or revised annual public procurement plan (preliminary annual public procurement plan), except for the cases provided for in paragraph 11 of these Rules.

6. Subject to paragraph 2 of Article 6 of the Law the customer on the basis of the relevant budget (development plan), allocated money from the Fund for support of education infrastructure as required by the legislation of the Republic of Kazakhstan, or an individual financing plan in accordance with Appendix 1 to these Rules shall develop and approve an annual public procurement plan.

At the same time, the timing and volume of public procurement should correspond to the timing and volume of financing reflected in the investment proposal, feasibility study, and design (design estimates) documentation approved in the established procedure.

7. Based on a positive proposal from the relevant budget committee the customer shall have the right prior to approval (adjustment) of the relevant budget to develop and approve a preliminary annual public procurement plan subject to Appendix 1 to these Rules.

Customers, who are state-owned enterprises or legal entities with more than fifty percent of the voting shares (stakes in the authorized capital) held by the state shall have the right to develop and approve a preliminary annual public procurement plan before approving the development plan or an individual financing plan.

In these cases, a preliminary annual public procurement plan shall be developed and approved separately both at the pre-approval and pre-adjustment stages of the relevant budget (development plan) or the individual financing plan.

8. The preliminary annual public procurement plan shall be valid until the approval (adjustment) of the annual public procurement plan.

9. Information on public procurement provided for in the preliminary annual public procurement plan shall be transferred to the annual public procurement plan.

10. The annual public procurement plan shall be approved (specified) by the customer within ten working days from the date of approval (specification) of the relevant budget (development plan) or individual financing plan.

11. Information on public procurement carried out in accordance with subparagraphs 3), 6), 21), 22), 23) and 24) of paragraph 3 of Article 16 of the Law shall not be included in the annual public procurement plan (preliminary annual public procurement plan).

12. The annual public procurement plan (preliminary annual public procurement plan) shall contain the following information:

- 1) identification code of the public procurement;
- 2) nomenclature of goods, works, services according to the directory, including the amounts allocated for public procurement, including the amount of advance payment (prepayment), excluding value added tax;
- 3) method and timing of public procurement;
- 4) terms of delivery of goods, performance of works, rendering of services in accordance with the schedule and breakdown by years within the allocated and envisaged amounts for each fiscal year in the cases stipulated by Article 17 of the Law;
- 5) conditions of public procurement in accordance with Article 27 of the Law;
- 6) the sign of the public procurement item.

13. Subject to paragraph 1 of Article 10 of the Law public procurement shall be carried out in one of the following ways:

- 1) tender;
- 2) auction;
- 3) request for quotations;
- 4) from a single source;
- 5) through an electronic store.

In this case, public procurement by tender, as provided for in subparagraph 1) of this paragraph, shall also be carried out with the features provided for by these Rules, including:

- 1) a tender with pre-qualification selection;
- 2) a tender using a rating-point system;
- 3) a tender for turnkey construction.

Public procurement of goods, works and services procured from small and medium-sized businesses, the list and volumes of which are approved by the authorized body subject to

paragraph 7 of Article 27 of the Law, shall be conducted by methods provided for in subparagraphs 1), 2) and 3) of this paragraph in the manner prescribed by these Rules.

14. When drawing up an annual public procurement plan (preliminary annual public procurement plan) the customer in accordance with paragraph 3 of Article 6 of the Law is obliged to divide goods, works, services into lots according to their homogeneous types and the place of their delivery (performance, provision), with the exception of:

- 1) acquisition of works, services that call for a set of interrelated works, services;
- 2) acquisition of goods, works, services according to the list as per Appendix 2 to these Rules.

In the event of at least five places of delivery of goods, rendering of services, it is allowed to indicate several places of delivery of goods, provision of services in the lot.

15. It shall not be allowed to approve (adjust) the annual public procurement plan in the amount that does not correspond to the budget (development plan), allocated money from the education infrastructure support Fund in accordance with the legislation of the Republic of Kazakhstan or individual financing plan, in the aggregate on the specifics of the economic classification (items of expenditure), for which contracts must be concluded.

16. The customer within five working days from the date of approval of the annual public procurement plan (preliminary annual public procurement plan) shall be obliged to place it on the web portal, except for information constituting state secrets under the legislation of the Republic of Kazakhstan on state secrets and (or) containing official information of limited distribution determined by the Government of the Republic of Kazakhstan.

17. Customers shall have the right to make changes and (or) additions to the annual public procurement plan no more than twice a month, except those under paragraph 28 of these Rules.

18. Within five working days from the date of the decision to make changes and (or) additions to the annual public procurement plan (preliminary annual public procurement plan) the customer shall be obliged to post the changes and (or) additions made on the web portal, with the exception of information constituting state secrets under the legislation of the Republic of Kazakhstan on state secrets and (or) containing official information of limited distribution, determined by the Government of the Republic of Kazakhstan.

19. It shall not be allowed to acquire goods, works, services not envisaged by the approved (revised) annual public procurement plan (preliminary annual public procurement plan), except for the acquisition of goods, works, services under subparagraphs 3), 6), 21), 22), 23) and 24) of paragraph 3 of Article 16 of the Law.

20. When conducting public procurement through a tender or auction a single operator shall ensure confidentiality of competitive price bids (starting prices) of potential suppliers until the results of public procurement are summarized subject to paragraph 5 of Article 15 of the Law.

21. In accordance with paragraph 10 of article 6 of the Law before tallying up the public procurement results the customer shall have the right to waiver public procurement in the following cases:

1) reduction of expenses for the purchase of goods, works, and services provided for in the approved (revised) annual public procurement plan (preliminary annual public procurement plan), which occurred during the clarification (adjustment) of the relevant budget, draft budget in accordance with the legislation of the Republic of Kazakhstan;

2) amendments and additions to the strategic plan of the state body, the budget (development plan) or the individual financing plan of the customer, eliminating the need to procure goods, works, and services provided for in the approved (updated) annual public procurement plan (preliminary annual public procurement plan) subject to the legislation of the Republic of Kazakhstan.

In the case referred to in subparagraph 2) of the first part of this paragraph, the budget redistribution (money according to the development plan), allocated money from the educational infrastructure support Fund in accordance with the legislation of the Republic of Kazakhstan, or money under an individual financing plan to another customer, as well as amendments and additions to the annual public procurement plan (preliminary annual public procurement plan) purposed to the acquisition of such goods, works, services in the current year, shall not be permitted.

22. Within five working days from the date of the decision specified in paragraph 21 of these Rules the customer or organizer shall notify the participants to the public procurement of the decision taken.

23. Public procurement of goods, works, services for which exemptions from the national treatment were established by the resolution of the Government of the Republic of Kazakhstan, shall be conducted among individuals and legal entities that are:

1) in the register of domestic producers of goods, works and services or representatives (distributors or dealers) of manufacturers of vehicles and agricultural machinery;

2) in the register of trusted software and products of the electronic industry.

The potential supplier's compliance with the requirements set in subparagraph 1) of this paragraph shall be determined by the web portal automatically based on the data of the authorized body in the field of industrial development and (or) the National Chamber of Entrepreneurs of the Republic of Kazakhstan "Atameken".

The potential supplier's compliance with the requirements set in subparagraph 2) of this paragraph shall be determined by the web portal automatically based on the data of the authorized body in the field of electronic industry that forms the register of trusted software and products of the electronic industry.

In the event that public procurement is declared invalid due to the absence of filed applications, such public procurement shall be carried out by competitive methods determined by Article 10 of the Law among all potential suppliers.

24. Customers shall indicate in the annual public procurement plan (preliminary annual public procurement plan) an advance payment (prepayment) in the amount of thirty percent of the sum allocated for the implementation of public procurement, excluding value added tax, when implementing public procurement of:

- 1) construction and installation works;
- 2) goods for which exemptions from the national treatment have been established by the resolution of the Government of the Republic of Kazakhstan.

25. The indication of advance payment (prepayment) when carrying out public procurement, including for other goods, works, services, shall be specified by the customer independently issuing from the availability of financing in accordance with budget legislation.

26. In the public procurement of construction and installation works, the customers shall post in the annual public procurement plan (preliminary annual public procurement plan) on the web portal the design and estimate documentation with a positive conclusion of the comprehensive non-departmental examination of the project. At the same time, this requirement shall not apply to the public procurement for "turnkey" complex construction.

27. In the public procurement of work on the development of design (design and estimate) documentation, the customer shall place on the web portal the calculation of the cost of design and survey work for a given facility.

28. The requirement of paragraph 17 of these Rules shall not apply to the following cases:

- 1) public procurement by state enterprises, legal entities, whose more than fifty percent of voting shares (interests in the authorized capital) are held by the state, and legal entities affiliated with them;

- 2) execution of injunctions, notifications on rectifying the violations identified in control measures, including as a result of in-house audit;

- 3) distribution of distributed budget programs, as well as implementation of public procurement when correcting (adjusting) the relevant budget in accordance with the legislation of the Republic of Kazakhstan;

- 4) making a decision envisaged in subparagraph 1) of part one of paragraph 172 and subparagraph 1) of the first part of paragraph 355 of these Rules;

- 5) procurement of goods, services related to hospitality expenses;

- 6) procurement of goods, works, services due to savings following the conducted public procurement results;

- 7) public procurement at the expense of allocated funds from the education infrastructure support Fund in accordance with the legislation of the Republic of Kazakhstan;

- 8) introduction by the customer of changes and (or) additions to the annual public procurement plan, as remedial actions, as well as acceptance of proposals and recommendations of the organizer (single organizer), developed upon consideration of the customer's assignment for the organization and conduct of public procurement procedures.



**Note!**

Paragraph 29 is provided for as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).

29. Within five working days from the date of the decision specified in paragraph 10 of Article 6 of the Law the customer, the organizer, single organizer or single operator shall return the deposited bid security of potential suppliers when participating in public procurement by tender, auction, request for price quotations, or through an e-store.

30. Public procurement financed by the education infrastructure support Fund under the legislation of the Republic of Kazakhstan shall be implemented in compliance with the requirements provided for in this Chapter and Article 6 of the Law.

**Chapter 3. Procedure for appointing the organizer and single organizer implementation of centralized public procurement Paragraph 1. Procedure for appointing the organizer**

31. For public procurement organizing and conducting procedures the customer shall appoint the organizer and the official of the customer, representing the interests of the latter in the upcoming public procurement, except for cases where the customer and the organizer act in one person.

32. The organizer may be the customer himself, represented by his structural unit or an official in charge of the procedures for the public procurement organization and conduct.

33. The customer may designate a subordinate government agency of the customer as the organizer.

34. The customer may act as an organizer for several government agencies subordinate to the customer.

35. The customer may designate an organizer among several government agencies subordinate to the customer.

36. The budget program administrator may act as an organizer for a state institution subordinate to it, a legal entity in respect of which it acts as a state administration body, or an entity affiliated with the legal entity in respect of which the budget program administrator acts as a state administration body.

The budget program administrator may for several legal entities in respect of which it acts as a public administration body, departments and subordinate organizations designate the organizer among them.

A state enterprise may act as an organizer for its affiliates.

A legal entity with fifty percent or more of the voting shares (stakes in the authorized capital) held by the state may act as an organizer for its affiliates.

37. The organizer shall designate the official representing it in the relations with the customer, except for cases when the customer and the organizer act in one person, as potential

suppliers, relevant committees and an expert. The organizer's representative shall be designated from among the employees of the structural unit in charge of the public procurement organization and conduct procedures.

**Paragraph 2. Procedure for appointing the single organizer, and also for centralized public procurement**

38. Centralized public procurement shall be performed by the single organizers.

39. The authorized body shall establish the lists of goods, works, and services for which public procurement is performed by the single organizers.

40. The single organizer shall perform centralized state procurement according to the list of goods, works, services established by the authorized body, with the exception of state procurement using a special procedure, services under the state social order, housing owned by an individual who is not a business entity.

41. The single public procurement organizer shall carry out centralized public procurement based on the customers' requests on the procurement of goods, works, and services not included in the lists contemplated in paragraph 40 thereof, subject to the single organizer's consent to the conduct of such public procurement, in the manner established by these Rules.

42. Within five working days from the date of the decision on holding centralized public procurement the customer shall send to the single organizer via the web portal an application for public procurement, containing the information and documents listed in Paragraph 2 of Chapter 8 thereof.

43. Within five working days from the date of receipt of the customer's application for public procurement the single organizer shall review it for compliance with the requirements of the Law, these Rules, and other norms of the legislation of the Republic of Kazakhstan, with the adoption of one of the following decisions:

1) if the application for public procurement does not comply with the requirements of the Law, these Rules and other norms of the legislation of the Republic of Kazakhstan the application for public procurement shall be rejected, with the reason for the rejection indicated;

2) if the application for public procurement complies with the requirements of the Law, these Rules and other norms of the legislation of the Republic of Kazakhstan such application shall be accepted.

44. In the event that the single organizer makes a decision stipulated by subparagraph 1) of paragraph 43 of these Rules, the customer shall eliminate the specified inconsistencies within three working days and re-submit an application for centralized procurement to the single organizer, except for cases when the reason for the rejected application by the single

organizer is the conditions preventing the implementation of this public procurement under the legislation of the Republic of Kazakhstan. In this case the single organizer shall review the re-submitted application of the customer within five working days.

45. If the single organizer makes a decision stipulated by subparagraph 2) of paragraph 43 of these Rules, the single organizer shall adopt the decision, stipulated by paragraph 115 of these Rules within five working days.

#### **Chapter 4. Eligibility requirements for potential suppliers and (or) involved subcontractors (co-contractors) Paragraph 1. Eligibility requirements for potential suppliers and (or) involved subcontractors (co-contractors)**

46. Under paragraph 1 of Article 11 of the Law, the potential suppliers and (or) subcontractors (co-contractors) shall meet the following qualification requirements:

- 1) legal capacity (for legal entities), civil capacity (for individuals);
- 2) financial stability without tax arrears exceeding six times the monthly calculation indicator established for the relevant financial year by the law on the republican budget;
- 3) non-involvement in bankruptcy or liquidation procedures;
- 4) availability of material, labor and financial resources sufficient to fulfill obligations under the public procurement contract, and also absence of overdue wage arrears to employees;
- 5) work experience.

For the purposes of public procurement, work experience shall be taken into account only under contracts executed within the framework of public procurement and contracts, information about which is contained in the state bodies' software systems.

In the event of reorganization of legal entities (accession, merger), the greatest work experience of one of the reorganized legal entities shall be taken into account.

47. If subcontractors (co-contractors) are involved in performing certain types of work or services, the documents validating their compliance with qualification requirements shall be provided for the types of work or services they perform.

48 The qualification requirements listed in paragraphs 2) regarding financial stability, 4) and 5) of paragraph 46 of these Rules shall not apply to subcontractors (co-contractors) involved.

49. In the case of public procurement of goods, works, and services for which a permit or notification is required, under the Law of the Republic of Kazakhstan "On Permits and Notifications" (hereinafter referred to as the Law on Permits and Notifications), the organizer and (or) the customer shall establish a requirement to potential suppliers for a relevant permit (notifications).

#### **Paragraph 2. Procedure for determining the compliance of a potential supplier with the eligibility requirement of legal capacity**

50. The legal capacity of a potential supplier engaged in activities for which it is necessary to obtain a permit and send a notification shall be confirmed through the information systems of state bodies as required by the legislation of the Republic of Kazakhstan on informatization.

51. In the absence of information in the state bodies' information systems, the potential supplier shall submit a notarized or electronic copy of the relevant permit (notification) received (sent) as required by the legislation of the Republic of Kazakhstan.

52. It shall not be permitted to establish requirements for the presence of a permit (sending of a notification) and (or) a subtype of such permit document that does not directly follow from the need to fulfill obligations under the contract.

**Paragraph 3. Procedure for determining the compliance of a potential supplier with the eligibility requirement of financial stability**

53. The eligibility requirement of a potential supplier's financial stability shall be set for potential suppliers participating in public procurement:

1) of goods, if the allocated amount of the relevant public procurement (lot) exceeds four thousand times the monthly calculation indicator established for the relevant financial year by the law on the republican budget;

2) of works, if the allocated amount of the relevant public procurement (lot) exceeds twenty thousand times the monthly calculation indicator established for the relevant financial year by the law on the republican budget;

3) services, if the allocated amount of the relevant public procurement (lot) exceeds eight thousand times the monthly calculation indicator established for the relevant financial year by the law on the republican budget.

54. The qualification requirement of a potential supplier's financial stability shall be set regardless of the allocated amount of the public procurement (lot), in cases of public procurement of:

1) work on the development of a feasibility study, design (design and estimate) documentation and urban development projects;

2) work on a comprehensive non-departmental examination of construction projects;

3) engineering services for technical supervision and (or) project management.

55. The qualification requirement of a potential supplier's financial stability shall not apply to potential suppliers participating in public procurement under Article 27 of the Law, also to potential suppliers when procuring goods and services from them to provide persons with disabilities, in accordance with an individual rehabilitation program for persons with disabilities, with prosthetic and orthopedic assistance, technical auxiliary (compensatory) means, special vehicles and services in accordance with the classifier of technical auxiliary (compensatory) means, special vehicles and services provided to persons with disabilities, approved by order of the Deputy Prime Minister - Minister of Labor and Social Protection of

Population of the Republic of Kazakhstan dated June 30, 2023 No. 284 “On approval of the Classifier of technical auxiliary (compensatory) means, special vehicles and services provided to persons with disabilities” (registered in the Register of State Registration of Regulatory Legal Acts under No. 32984).

56. The potential supplier’s financial stability shall be determined automatically by the web portal based on the following information from state revenue authorities:

- 1) income;
- 2) taxes paid;
- 3) fixed assets;
- 4) payroll fund.

57. A potential supplier shall be recognized as financially stable if it meets the following conditions in aggregate:

1) the potential supplier’s income for three years, preceding the previous year, according to the information systems of the state revenue authorities, amounts to at least one second of the amount allocated for public procurement;

2) the indicator of taxes paid for the three years, preceding the previous year according to the information systems of the state revenue authorities, is at least three percent of the potential supplier’s income.

The date of taxes paid shall be considered to be the calendar year in which the tax was paid.

For the purposes of these Rules, the calculation of the indicator of taxes paid shall be determined according to the data of the information systems of the state revenue authorities by the following formula:

$$ITP = TP/AI \times 100 \%,$$

where:

ITP – is the indicator of taxes paid;

TP –amount of taxes paid during the calculated three-year period;

AI – amount of income of potential supplier during the calculated three-year period;

3) the value of the potential supplier's fixed assets for three years, preceding the previous year according to the data from the information systems of state revenue authorities is no less than one fifteenth of the amount, allocated for the public procurement, but no more than four hundred thousand times the monthly calculation indicator, established for the relevant financial year;

4) the potential supplier's employee payroll for three years, preceding the previous year according to data from the information systems of state revenue authorities, is no less than one fifteenth of the amount allocated for the implementation of public procurement.

58. A potential supplier participating in public procurement of goods shall be recognized as financially stable if it meets in aggregate the conditions referred to in subparagraphs 1) and 2) of paragraph 57 of these Rules.

59. A potential supplier, participating in public procurement for the retail and wholesale sale of fuels and lubricants, also a potential supplier who has concluded an agreement on the industrial assembly of vehicles and (or) agricultural machinery with the authorized body in the field of state support for industrial activities, shall be recognized as financially stable if their indicator of taxes paid, calculated in accordance with subparagraph 2) paragraph 57 of these Rules is no less than one percent of his income.

60. A potential supplier participating in public procurement of services shall be recognized as financially stable if it meets, in aggregate, the conditions stipulated in subparagraphs 1), 2) and 4) of paragraph 57 thereof.

61. A potential supplier operating as an insurance (reinsurance) organization when participating in public procurement of insurance services shall be recognized as financially stable if it meets in aggregate the conditions stipulated in subparagraphs 1) and 4) of paragraph 57 of these Rules.

62. A potential supplier participating in public procurement of financial leasing services shall be recognized as financially stable if it meets, in aggregate, the conditions stipulated in subparagraphs 1) and 4) of paragraph 57 thereof.

63. A potential supplier that is a small business entity and participates in public procurement of works shall be recognized as financially stable if it meets all the conditions stipulated in subparagraphs 1), 2) and 4) of paragraph 57 thereof.

64. A potential supplier participating in public procurement of work on the development of a feasibility study, design (design and estimate) documentation and urban development projects, as well as work on a comprehensive non-departmental examination of construction projects, shall be recognized as financially stable if it meets the conditions stipulated in subparagraphs 1), 2) and 4) of paragraph 57 thereof.

65. Potential suppliers applying a special tax treatment and recognized as micro-entrepreneurship or small business entities, exempt from taxes under Article 57-4 of the Law of the Republic of Kazakhstan “On the enactment of the Code of the Republic of Kazakhstan “On taxes and other obligatory payments to the budget” (Tax Code)” (hereinafter referred to as the Law on the enactment of the Tax Code) for the period from January 1, 2020 to January 1, 2023, shall be recognized as financially stable if their indicator of taxes paid, calculated in accordance with subparagraph 2) of paragraph 57 of these Rules is at least three percent of their income.

At the same time, for the period of exemption of the above persons from taxes, the amount of the calculated tax shall be taken into account as payment when calculating the indicator of the taxes paid.

The status of such persons shall be determined by the web portal automatically based on the data from state revenue authorities.

66. The eligibility requirement of financial stability of a potential supplier, participating in public procurement by the single-source method through direct contracting, shall be

determined by the customer in compliance with the principles of public procurement provided for in Article 5 of the Law.

At the same time, a potential supplier, participating in public procurement by the single-source method through direct contracting, shall be recognized as financially stable if it meets the conditions stipulated in subparagraph 1) of paragraph 56 thereof.

67. Information from state revenue authorities shall be updated on the web portal for the last calculated year of the three-year period once during the calendar year no later than October 1, preceding the year of application of this information, except for cases of combining on the web portal the financial stability indicators of a reorganized legal entity (successor) by merger, accession.

Under subparagraph 2) of paragraph 1 of Article 11 of the Law, for the purposes of public procurement, combining financial stability indicators is not allowed, with the exception of indicators for fixed assets and the payroll fund.

At the same time, updating the financial stability indicators of a reorganized legal entity (successor) shall be carried out provided that the main activity type of the reorganized legal entities for three years (continuously), preceding the previous year corresponds to the first level (section) of the structure of the general classifier of economic activity types.

Information from state revenue authorities of such a reorganized legal entity (successor) shall be updated on the web portal based on a potential supplier's application.

68. In cases where the state revenue authorities reveal facts of decrease, as well as distortion and (or) failure to reflect financial stability indicators, leading to their overstatement, including through the submission by potential suppliers of additional tax reporting forms and (or) revocation of tax returns, the authorized body:

1) shall correct the information on such potential suppliers on the web portal in accordance with the actual data of the state revenue authorities, except in cases of their overstatement;

2) shall not display the financial stability indicators of such potential suppliers on the web portal until the violation is rectified according to notifications from the state revenue authorities on the elimination of breaches of the tax legislation, entailing an unjustified overstatement of financial stability indicators, revealed in the in-house audit for a period of three years preceding the previous year;

3) in cases stipulated by Article 8 of the Law, shall take measures to include such potential suppliers in the register of unscrupulous participants in public procurement.

#### **Paragraph 4. Procedure for determining the compliance of a potential supplier with the eligibility requirement of tax arrears absence**

69. Tax arrears in the amount exceeding ten times the monthly calculation index established for the relevant fiscal year by the law on the republican budget are determined automatically by the web portal based on the state revenue authorities' data.

**Paragraph 5. Procedure for determining the compliance of a potential supplier with the eligibility requirement of non-involvement in bankruptcy or liquidation proceedings**

70. The potential supplier's compliance with the qualification requirement of non-involvement in bankruptcy or liquidation proceedings shall be determined through information posted on the Internet resource of the authorized body overseeing bankruptcy or liquidation procedures.

**Paragraph 6. Procedure for determining the compliance of a potential supplier with the eligibility requirement of material and labor resources availability**

71. The material and labor resources necessary for the fulfillment of contractual obligations within the framework of public procurement through tender and auction are indicated in the qualification requirements in accordance with these Rules.

72. If the subject of public procurement is works or services, the performance (rendering) of which requires the presence of an appropriate permit of the first or second category as prescribed by the legislation of the Republic of Kazakhstan on permits and notifications, the eligibility requirement of material and labor resources availability shall not be applied.

**Note!**

Paragraph 73 is provided for as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No 809 (enacted on 01.01.2025).

73. Potential suppliers participating in public procurement of goods shall not be subject to eligibility requirement of possession of material and labor resources.

Eligibility requirement of material and labor resources availability in public procurement of certain goods, works, and services are provided for in the standard tender documentation ( auction documentation), developed and approved as prescribed by paragraph 7 of Article 12 of the Law.

74. Under subparagraph 4) in paragraph 1 of Article 11 of the Law, in public procurement of works and services the customer shall have the right to require from a potential supplier the availability of material and labor resources sufficient to fulfill contractual obligations, registered in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the place of work and services.

At the same time, this requirement shall not be set in the case of public procurement through a tender with the use of a rating-point system.

75. It shall not be permitted to establish eligibility requirements of possession of material and labor resources that:

1) restrict and unreasonably complicate the participation of potential suppliers in public procurement;

2) do not directly follow from the need to fulfill obligations under the contract or technical specification.



76. If the tender documentation contains a requirement for availability of material resources, then compliance with such a requirement shall be ensured by a document confirming the ownership or lease of material resources. In the case of lease of material resources, an electronic copy of the lease agreement shall be additionally provided. At the same time, the lease term under the agreements shall be not less than the period for the provision of services and the performance of work specified in the tender documentation.

It is not allowed to submit an electronic copy of the lease agreement for material resources to several potential suppliers in the same tender.

77. It shall not be allowed to submit an electronic copy of a preliminary lease agreement or a sublease agreement for material resources.

78. If the tender documentation contains a requirement for the availability of labor resources, then the availability of labor resources shall be confirmed by an electronic copy of the document on the employee's qualifications, also by means of an electronic digital signature of the employee or a unified employment contracts accounting system.

In the presence of a requirement for length of service, the document confirming the employee's length of service shall be an electronic copy of an extract from the Unified Accumulative Pension Fund on the transferred mandatory pension contributions or information from the State Social Insurance Fund on the social contributions made and one of the documents provided for in subparagraphs 1), 2), 3), 4), 5) and 8) of Article 35 of the Labor Code of the Republic of Kazakhstan.

In this case the employee's length of service is taken into account for the last ten years.

79. Overdue wage arrears to employees of a potential supplier are determined automatically by the web portal based on information from the authorized state labor authority.

#### **Paragraph 7. Procedure for determining the compliance of a potential supplier with the eligibility requirement of work experience**

80. The eligibility requirement of the potential supplier's experience in the market of procured works and services, including similar (analogous) types of works and services, may be established in the tender documentation, taking into account the requirements established by these Rules.

81. In the event that the subject of public procurement is work and (or) services the performance (rendering) of which requires the presence of an appropriate permit of the first or second category under the legislation of the Republic of Kazakhstan on permits and notifications, no eligibility requirement shall be set for work experience, except in cases provided for by these Rules.

82. No eligibility requirement of work experience shall be set for potential suppliers involved in public procurement of goods.

83. The eligibility requirement of the potential supplier's experience in the market of purchased works, including on similar (analogous) types of works, taking into account the requirements of paragraph 81 of these Rules, if necessary, shall be established according to the list of Appendix 3 to these Rules.

84. The eligibility requirement of the potential supplier's experience in the market of the works to be procured, including on similar (analogous) types of works with regard to the requirements of paragraph 81 of these Rules shall be established if necessary in the tender documentation according to the following criteria:

1) one year, if the allocated amount for public procurement by tender (lot) or auction exceeds twenty-five thousand times the monthly calculation index established for the relevant financial year;

2) two years, if the allocated amount for public procurement by tender (lot) or auction exceeds fifty thousand times the monthly calculation index established for the relevant financial year;

3) three years, if the allocated amount for public procurement by tender (lot) or auction exceeds one hundred thousand times the monthly calculation index established for the relevant financial year;

4) four years, if the allocated amount for the public procurement by tender (lot) or auction exceeds one hundred and fifty thousand times the monthly calculation index established for the relevant financial year;

5) five years, if the allocated amount for the public procurement by tender (lot) or auction exceeds two hundred thousand times the monthly calculation index established for the relevant financial year.

#### **Chapter 5. Procedure for determining the dumping price Paragraph 1. Procedure for determining the dumping price in public procurement by tender**

85. The price of a potential supplier's bid for construction and installation works shall be considered dumping, if it is lower than the price, indicated in the design and estimate documentation, which has undergone examination as required by the legislation of the Republic of Kazakhstan by more than two percent.

86. The price of a potential supplier's bid for work on medium repairs of motorways shall be recognized as dumping, if it is lower than the price indicated in the technical documentation that has passed the examination as required by the legislation of the Republic of Kazakhstan by more than five percent.

87. The price of a potential supplier's bid for work on current repairs of buildings and structures shall be recognized as dumping, if it is lower than the price allocated for the tender by more than twenty percent.

88. The price of a potential supplier's bid for work on the development of a feasibility study, design (design and estimate) documentation and urban development projects shall be

recognized as dumping, if it is lower than the price calculated by the customer in accordance with the regulatory document on pricing in construction, approved by the order of the Chairman of the Committee for Construction and Housing and Public Utilities of the Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan dated December 1, 2022 No. 223-ҢК “Procedure for determining the estimated cost of construction in the Republic of Kazakhstan”, by more than ten percent.

89. The price of a tender application of a potential supplier (accredited expert organization ) for work on a comprehensive non-departmental examination of construction projects shall be recognized as dumping, if it is lower than the cost established in accordance with the Rules for determining the cost of work on conducting a comprehensive non-departmental examination of construction projects, as well as a comprehensive urban planning examination of urban planning projects for territories of various levels, approved by order of the Acting Minister of National Economy of the Republic of Kazakhstan dated December 21, 2015 No. 780 (registered in the Register of State Registration of Regulatory Legal Acts under No. 12681).

90. The price of a potential supplier’s bid for the provision of engineering services for construction and installation works (technical and author's supervision, project management) shall be recognized as dumping, if it is lower than the price calculated in accordance with approved state standards by more than ten percent.

**Note!**

Paragraph 91 is amended in the Kazakh language, the text in Russian is not changed in accordance with the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).

91. The price of a potential supplier’s bid for the provision of engineering services for technical supervision of average repairs of motorways shall be recognized as dumping, if it is lower than the price calculated in accordance with approved state standards by more than ten percent.

92. The price of a potential supplier’s bid for providing services under a state social order shall be recognized as dumping, if it is lower than the price allocated for the tender by more than ten percent.

93. The price of a potential supplier’s bid for the provision of services for supplying food to patients shall be recognized as dumping, if it is lower than the price allocated for the tender by more than ten percent.

94. The price of a potential supplier’s bid for goods, works (except for works stipulated by paragraphs 85, 86, 87, 88 and 89 of these Rules), services (except for services stipulated in paragraphs 90, 91, 92 and 93) of these Rules) shall be recognized as dumping, if it is lower than the price allocated for the tender by more than ten percent.

95. It shall be permitted to present a dumping price for public procurement of goods, works, and services stipulated by paragraph 94 of these Rules provided that the potential

supplier, in addition to the security for the performance of the contract, deposits an amount equal to the reduced amount of the minimum permissible price that is not recognized as dumping.

96. In the cases under paragraphs 85, 86, 87, 88, 89, 90, 91, 92 and 93 of these Rules dumping prices shall not be presented.

#### **Paragraph 2. Procedure for determining the dumping price in public procurement by request for quotation**

97. The price quote of a potential supplier participating in public procurement by means of request for quotation shall be considered dumping, if it is lower than the price allocated for public procurement by quote request by more than ten percent.

98. It shall be permitted to submit a dumping price for public procurement of goods, works, and services stipulated in paragraph 97 of these Rules, provided that the potential supplier in addition to the security for the contract execution contributes an amount equal to the reduced amount of the minimum permissible price that is not recognized as dumping.

#### **Paragraph 3. Procedure for determining the dumping price in public procurement through an electronic store**

##### **Note!**

Paragraph 20) of paragraph 3 is provided for as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).

99. A price quote of a potential supplier for a product posted in an e- store shall be considered dumping if it is more than thirty percent lower than the arithmetic mean price of all price quotations of potential suppliers who have posted information on the specified product.

Such a price quotation, under paragraph 2 of Article 13 of the Law, is subject to automatic rejection by the e-store.

#### **Chapter 6. Special conditions for participation in public procurements of temporary associations of legal entities (consortium)**

100. In the event of participation in public procurement of temporary associations of legal entities (consortium), the legal entities that are members of this consortium, in addition to the documents established by these Rules to confirm their eligibility requirements shall provide the following electronic copies of documents or electronic documents:

- 1) an agreement on joint business activities concluded between members of legal entities (consortium agreement);
- 2) licenses for the right to perform works, provide services in terms of activities stipulated by the agreement on joint business activity.

In the event of participation of a consortium in the competition the calculation of the criteria, affecting the tender price bid shall be applied to the main participant of the consortium determined by the consortium agreement.

In this case the contract shall be concluded with the consortium member, to whom the criteria impacting the tender price bid are applied.

101. All the consortium participants must meet the eligibility requirements under subparagraphs 1), 2) and 3) of paragraph 1 of Article 11 of the Law, and must not have the restrictions provided for in Article 7 of the Law.

102. The consortium is recognized as meeting the eligibility requirements in terms of availing of appropriate material and labor resources, as well as having the legal capacity to pursue certain types of activity, for which it is necessary to obtain a permit, under the legislation of the Republic of Kazakhstan on permits and notifications, if one or more participants of the consortium meet the specified requirements.

At the same time, the legal capacity of the main participant of the consortium to carry out certain types of activity, for which it is necessary to obtain a permit, in accordance with the legislation of the Republic of Kazakhstan on permits and notifications shall correspond to the subject of the public procurement.

103. A consortium shall be deemed as complying with the eligibility requirement, provided for in subparagraph 5) of paragraph 1 of Article 11 of the Law, if the main consortium participant complies with the said requirement.

## **Chapter 7. Securing a bid for participation in public procurement**

104. The bid security in public procurement by tender, auction shall be paid in the amount of one percent of the amount allocated for the procurement of goods, works, services, in accordance with the conditions prescribed in these Rules.

In the case of public procurement by request for quotations the potential supplier shall provide bid security for participation in public procurement in the amount of three percent of the amount, allocated for the procurement of goods, works, and services.

In the case of participation in a tender, auction, or request for quotations on several lots the potential supplier shall provide security for the bid in the tender, auction, or request for quotations on each lot separately.

Compliance of the security of the bid in a tender, auction, or request for quotations is determined automatically by the web portal when a potential supplier submits an appropriate application for participation.

105. A potential supplier shall select one of the following types of a bid security for a tender, auction, or request for quotations:

- 1) money in the potential supplier's electronic wallet;
- 2) a bank guarantee provided in the form of an electronic document. Provision of a bank guarantee on paper is permitted in cases under Article 26 of the Law.

A potential supplier shall not be permitted to perform actions that result in the emergence of the right of claim by third parties in whole or in part for the money in the e-wallet.

A single operator shall not be permitted to use the money in the e- wallet, except for the cases specified in paragraphs 107 and 108 of these Rules.

106. The amount of the bid security for a tender, auction, or request for quotations calculated in tiyns shall be rounded. In this case an amount less than fifty tiyns is rounded to zero, and an amount equal to fifty tiyns or more is rounded to one tenge.

107. The bid security for a tender, auction, or request for quotation submitted in the form of an electronic bank guarantee shall not be returned by the organizer to the potential supplier in the occurrence of one of the following cases:

1) the potential supplier determined to be the winner of the tender, auction, or request for quotations evades concluding the contract;

2) the winner of the tender, auction, or request for quotations having concluded the contract, fails to fulfill or improperly fulfills, including untimely fulfills the requirements, established by the tender documentation, the announcement of the payment and (or) the deadlines for the payment of the contract execution security, the advance payment security (if the contract provides for an advance payment) and (or) the amount in accordance with paragraph 2 of Article 13 of the Law.

108. The bid security for a tender, auction, or request for quotations, submitted via an e-wallet shall be blocked by the single operator and shall not be returned to the potential supplier in the occurrence of one of the following events:

1) the potential supplier determined to be the winner of the tender, auction, or request for quotations has evaded concluding the contract;

2) the winner of the tender, auction, or request for quotations having concluded the contract, failed to fulfill or improperly fulfilled, including untimely fulfilled, the requirements established by the tender (auction) documentation, the announcement of the payment and (or) the deadlines for the payment of security for the contract execution, the security for the advance payment (if the contract provides for an advance payment) and (or) the amount in accordance with paragraph 2 of Article 13 of the Law.

109. Upon the occurrence of one of the cases, provided for in paragraphs 107 and 108 of these Rules, the amount of bid security for a tender, auction, or request for quotations shall be credited to the income of the relevant budget, state-owned enterprise, or legal entity with fifty or more percent of the voting shares (stakes in the authorized capital) owned by the state, or legal entities affiliated with them.

**Note!**

Paragraph 110 is provided for as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).

110. Within five working days from the date of receipt of the application from the customer via the web portal the single operator shall transfer the blocked funds from the

potential supplier's e-wallet to secure the application for participation in a tender, auction, request for quotations and via the electronic store to the account specified in the customer's application, if the potential supplier has evaded concluding the contract or having concluded the contract has not provided security for the performance of the contract, by securing an advance payment (if the contract provides for an advance payment) and (or) the amount in accordance with paragraph 2 of Article 13 of the Law.

111. The organizer shall return to the potential supplier the bid security for the tender, auction, request for quotations, submitted by them in the form of an electronic bank guarantee , within three business days from the date of occurrence of one of the following cases:

1) posting of the bid opening minutes in the event of withdrawal by the given potential supplier of their application for participation in the tender, auction, request for quotations before expiry of the final deadline for applications for participation in the tender, auction, request for quotations;

2) signing of the protocol on the results of public procurement by tender, auction, request for quotations, taking into account the appeal periods stipulated by Article 25 of the Law. The specified case does not apply to the participant of the tender, auction, request for quotations determined as the winner of the tender, auction, request for quotations;

3) signing of the contract by the potential supplier and depositing by it of security for the performance of the contract, security on the advance payment (if the contract provides for an advance payment) and (or) the amount under paragraph 2 of Article 13 of the Law (if any).

**Note!**

**Paragraph 112 is provided for as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 № 809 (enacted on 01.01.2025).**

112. The single operator shall automatically unblock the blocked security for a potential supplier's application for participation in a tender, auction, request for quotations and through an e- store within three business days in the following cases:

1) the potential supplier withdraws its bid for the tender, auction, request for quotations before the deadline for applications for participation in a tender, auction, request for quotations;

2) signing of the protocol on the results of public procurement by a tender, auction, request for quotations, taking into account the appeal periods stipulated by Article 25 of the Law. This case shall not apply to a participant to a tender, auction, request for quotations determined as the winner of a tender, auction, request for quotations;

3) the potential supplier signs a contract and deposits a security for the performance of the contract, an advance payment (if the contract provides for an advance payment) and (or) an amount in accordance with paragraph 2 of Article 13 of the Law (if any).

113. On the potential supplier's claim for refund of the money placed in his e-wallet, the single operator within three working days from the date of receipt of such a claim shall return

the said money, in respect of which blocking has not been carried out or blocking has been terminated.

**Chapter 8. Procedure for public procurement by tender Paragraph 1. Stages of holding a tender by the organizer, single operator**

114. The organization and holding of a tender shall involve the following consecutive stages:

1) the customer determines the organizer (single organizer), except for cases, when the customer and the organizer act in one person and the authorized representative of the customer, representing the interests of the latter in the upcoming tender;

2) the customer files to the organizer (single organizer) via the web portal an application (applications) for bidding in centralized public procurement containing information and documents for the organization and holding of the tender;

3) determination and approval of the composition of the competition committee, the composition of the expert committee or an expert (if necessary), appointing the secretary of the tender committee;

4) approval of the draft competition documentation;

5) posting on the web portal an announcement of the tender, as well as the text of the draft tender documentation;

6) preliminary discussion via the web portal of the draft tender documentation and posting on the web portal the minutes of the preliminary discussion of the draft tender documentation, as well as the text of the tender documentation;

7) filing of bids for the tender by potential suppliers in the form of an electronic document and their automatic registration on the web portal;

8) automatic opening of applications and posting of the corresponding opening protocol on the web portal;

9) consideration by the tender committee via the web portal of the tender bids of potential suppliers for their compliance with the eligibility requirements and the requirements of the tender documentation, as well as the absence of restrictions under Article 7 of the Law;

10) determination of potential suppliers that meet the eligibility requirements and the requirements of the tender documentation and recognition of them as tender participants, as well as application of relative values of criteria to the tender price quotations of the tender participants;

11) automatic comparison by the web portal of the conditional prices of the tender participants, determination of the tender winner, including on the basis of the lowest conditional price, as well as the potential supplier who took second place, and posting on the web portal the protocol on the results of public procurement by the tender method.

The actions referred to in subparagraph 6) of this paragraph shall not be carried out in public procurement, information on which constitutes state secrets under the legislation of the



Republic of Kazakhstan on state secrets, and (or) contains official information of limited distribution.

The activities referred to in subparagraphs 3), 8) and 9) of this paragraph shall not apply to public procurement by means of a tender with the use of rating-point system.

115. Centralized public procurement shall be conducted in compliance with the following sequential stages:

1) submission by the customer to the single organizer of a procurement request for the organization and conduct of public procurement, containing the documents established by paragraph 2 of Chapter 8 of these Rules;

2) development by the customer and approval by the single organizer of draft tender documentation based on the procurement application filed by the customer, containing the documents established by paragraph 2 of Chapter 8 of these Rules;

3) determination and approval by the single organizer of the composition of the tender committee and the secretary of the tender committee.

In the case referred to in paragraph 40 of these Rules, the tender committee determined and approved by the single organizer shall consist exclusively of authorized representatives of the single organizer;

4) if necessary, introduction of amendments and (or) additions to the tender documentation by the customer and (or) the single organizer;

5) posting by the single organizer on the web portal of an announcement of public procurement;

6) preliminary discussion of the draft tender documentation via the web portal and posting on the web portal the minutes of the preliminary discussion of the draft tender documentation, as well as the text of the tender documentation;

7) filing by potential suppliers of bids for the tender in the form of an electronic document and their automatic registration on the web portal;

8) automatic opening of bids and posting on the web portal the corresponding opening protocol;

9) consideration by the tender committee via the web portal of bids for the tender of potential suppliers for their compliance with the eligibility requirements and requirements of the tender documentation, as well as the absence of restrictions under Article 7 of the Law;

10) determination of potential suppliers that meet the eligibility requirements and requirements of the tender documentation, and recognition of them as tender participants, as well as application of relative values of criteria to the tender price quotations of the tender participants;

11) automatic comparison by the web portal of the conditional prices of the tender participants, determination of the winner of the tender, including on the basis of the lowest conditional price, as well as the potential supplier who took second place, and posting on the web portal the protocol on the results of public procurement by tender method.

The actions referred to in subparagraph 6) of this paragraph shall not be carried out in public procurement, information on which constitutes state secrets under the legislation of the Republic of Kazakhstan on state secrets, and (or) contains official information of limited distribution.

The activities referred to in subparagraphs 3), 8) and 9) of this paragraph shall not apply to public procurement by means of a tender using a rating-point system.

116. The public procurement by a single organizer shall be organized and conducted in accordance with the requirements, set to the organizer, taking into account the specifics established by the Law and these rules.

**Paragraph 2. Provision by the customer to the organizer (single organizer) of information and documents for the organization and conduct of a tender**

117. The customer shall submit to the organizer for the tender an application for public procurement, containing information about the item of the annual plan, draft technical specifications, contracts and eligibility requirements (if any) in the Kazakh and Russian languages, except for cases where the organizer and the customer act as one person.

118. In the case, provided for in paragraph 40 of these Rules, the tender shall be organized and held by a single organizer on the basis of the customer's application for the conduct of centralized public procurement, which is signed by the head of the customer or the person performing his duties, or the head of the central body's office or another official exercising the powers of the head of the office, or the head of the budget program, or the person performing his duties in the Kazakh and Russian languages, and containing information on the item of the annual plan, draft eligibility requirements, technical specifications, contracts, which are an integral part of the tender documentation and the composition of the expert committee or an expert in the event of its creation (involvement).

119. When carrying out public procurement of works requiring the availability of design and estimate documentation, the tender documentation, in addition to the information and documents stipulated by paragraphs 117 and 118 of these Rules, must contain design and estimate documentation approved in accordance with the procedure established by law and its positive conclusion of a comprehensive non-departmental examination. In this case, the deadlines for the performance of work under such public procurement must correspond to the deadlines for the performance of work, specified in this conclusion of a comprehensive non-departmental examination of the project.

120. When carrying out public procurement of works on the development of design (design and estimate) documentation, the tender documentation, in addition to the information and documents provided for in paragraphs 117 and 118 of these Rules, must contain a design assignment approved in accordance with the legislation and an expert opinion on the technical survey of the reliability and stability of buildings and structures (if necessary).

121. The tender documentation may not contain references to trademarks, service marks, trade names, patents, utility models, industrial designs, the name of the place of origin of the goods and the name of the manufacturer, as well as other characteristics, if such reference determines the ownership of the acquired goods, work, service by a separate potential supplier, with the exception of the following cases of public procurement:

- 1) for additional equipping, modernization and retrofitting of the main (installed) equipment, as well as installed software (licensed software);
- 2) to determine the supplier of services for the provision of goods on lease and the need for a detailed description of the leased item;
- 3) for repair and (or) technical maintenance of the customer's existing goods;
- 4) procurement of technical auxiliary (compensatory) means, cochlear implants, medicines and specialized therapeutic nutrition products, if they are procured for use in patients with medical indications (individual intolerance, for vital reasons) established on the results of medical councils and medical genetic reports.

### **Paragraph 3. Determination and approval of the tender committee membership**

122. To carry out the procedures for tender organizing and holding the organizer, the single organizer for each tender shall separately approve a tender committee and appoint the secretary of the tender committee.

123. The decision to form a tender committee and appoint the secretary of the tender committee shall be made by the top manager of the organizer or the person acting in his/her capacity, or the head of the office or other official of the central state body exercising the powers of the head of the office, or the head of the budget program, or the person acting in his/her capacity.

124. If the organizer is the customer himself/herself directly or through his/her structural subdivision (official), responsible for the procedures for organizing and holding public procurement, the decision to form a tender committee and appoint the secretary of the tender committee shall be made by the head of the customer or the person acting as his/her duties, or the head of the office of the central government body or other official exercising the powers of the head of the office, or the head of the budget program, or the person acting in his/her capacity.

125. In the event of public procurement carried out by a single organizer, the decision to form a tender committee and appoint the secretary of the tender committee shall be taken by the top manager or the person acting as the top manager of the single organizer.

126. When carrying out public procurement of works the organizer, and if the customer acts as the organizer directly or through its structural division (official), the customer if necessary includes in the tender committee representatives of the authorized body in the relevant activity field in agreement with it, from among its employees, registered on the web portal.

127. In order to develop the technical specifications of the goods, works, services to be procured, the customer shall form an expert committee if necessary or engage an expert.

128. The organizer, if necessary shall form an expert committee or determine an expert to prepare an expert opinion regarding the conformity of the goods, works, services, offered by potential suppliers with the technical specification, which is an integral part of the tender documentation.

When organizing and conducting centralized public procurement, the customer if necessary shall form an expert committee or determine an expert to prepare an expert opinion regarding the conformity of the goods, works, services offered by potential suppliers with the technical specification, which is an integral part of the tender documentation.

129. An expert shall not be a person:

- 1) interested in the results of public procurement procedures;
- 2) connected by labor relations with the customer, the public procurement organizer, the single organizer of public procurement or their subordinate, subsidiary and dependent organizations, or potential suppliers;
- 3) who is a close relative, spouse or relative in law of the top managers of the customer, the organizer of public procurement, the single organizer of public procurement or their subordinate, subsidiary and dependent organizations.

In the absence of experts who meet the requirements, established by part three of this paragraph, the public procurement organizer or the customer shall involve civil servants of the relevant profile in agreement with the employer as experts, or other specialists whose specialization corresponds to the purchased goods, works, services.

Civil servants shall be involved as experts on a free of charge basis, and other specialists shall be involved both on a paid and free of charge basis by agreement of the parties.

Experts shall not vote when the tender committee makes a decision.

The selection of persons, involved as experts on a paid basis, shall be carried out in accordance with the Law.

130. The members of the tender committee are the chairman and other members of the tender committee. The members of the tender committee shall process applications and take part in voting without the right to be replaced, except for the presence of a person performing his duties.

The tender committee shall comprise in total an odd number of members, but no less than three people.

131. In the case, referred to in paragraph 31 of these Rules, the chairman of the tender committee shall be an official not lower than the deputy of the top manager of the customer.

132. In the cases, referred to in paragraphs 33, 35 and 36 of these Rules, the chairman of the tender committee shall be an official not lower than the deputy of the top manager of the

organizer or the person performing his duties, or the head of the office of the central state body or another official exercising the powers of the head of the office, or the head of the budget program, or the person performing his duties.

133. In the cases, provided for in paragraphs 32 and 34 of these Rules, the chairman of the tender committee shall be an official not lower than the deputy of the top manager of the customer or the person performing his duties, or the head of the office of the central state body or another official exercising the powers of the head of the office, or the head of the budget program, or the person performing his duties.

134. When carrying out centralized public procurement the chairman of the tender committee (auction committee) shall be the top manager of the single organizer or the person, performing his duties, or the deputy of the top manager of the single organizer.

135. In the absence of the chairman of the tender committee the candidacy of the chairman of the tender committee shall be re-approved. In this case, the chairman of the tender committee shall be an official not lower than the deputy of the top manager, and in his/her absence - the top manager.

136. In the absence of the chairman of the tender committee, created by the single organizer, the candidacy of the chairman of the tender committee shall be re-approved. In this case, the chairman of the tender committee shall be an official acting as the top manager of the single organizer or the deputy of the top manager of the single organizer.

137. The chairman of the tender committee shall:

- 1) manage the activities of the tender committee;
- 2) perform other functions stipulated by these Rules.

138. The tender committee shall operate from the date of enactment of the decision on its creation and shall cease its activities on the date of conclusion of the agreement.

139. The decision of the tender committee shall be made by voting via the web portal and shall be considered adopted, if a majority of votes from the total number of the tender committee members are cast in favor. In case of a tie in votes, the decision voted for by the chairman of the tender committee shall be considered adopted.

140. In the event of disagreement with the decision of the tender committee any member of the tender committee has the right to a dissenting opinion, which shall be posted on the web portal in the form of an electronic copy of the document.

141. In the absence of the signature of any member of the tender committee, the secretary of the tender committee shall post a document or information, containing the reason for the absence of the signature in the relevant minutes of the tender committee on the web portal.

#### **Paragraph 4. Appointment of the secretary of the tender committee**

142. The tender committee's organizational activity shall be ensured by the secretary of the tender committee. The secretary of the tender committee shall not be a member of the

tender committee and shall not have the right to vote when the tender committee makes decisions.

143. The secretary of the tender committee shall be appointed from among the officials of the structural unit of the organizer in charge of organizing and conducting public procurement

In the absence of the secretary of the tender committee, the secretary of the tender committee shall be re-approved.

144. In the event of public procurement by a single organizer, the secretary of the tender committee shall be determined from among the officials of the single organizer.

145. The secretary of the tender committee shall:

- 1) prepare and post on the web portal the draft tender documentation;
- 2) post on the web portal an announcement of the tender, the minutes of the preliminary discussion of the draft tender documentation, the protocol of the opening of the tender bids, the protocol on the results of public procurement by the tender method, as well as other documents on the web portal, if available;
- 3) post on the web portal the conclusion of the expert committee or the expert, if any;
- 4) perform other functions provided for by these Rules.

#### **Paragraph 5. Assignment and approval of the expert committee or an expert (if necessary)**

146. When organizing and holding a tender the organizer, if necessary shall form an expert committee or appoint an expert to prepare an expert opinion regarding the conformity of goods, works, services offered by potential suppliers with the technical specification, which is an integral part of the tender documentation.

147. In the case referred to in paragraph 40 of these Rules, the customer if necessary, approves an expert committee or an expert to prepare an expert opinion regarding the conformity of goods, works, services, offered by potential suppliers with the technical specification, which is an integral part of the tender documentation.

148. When organizing and holding public procurement by tender with the use of a rating-point system an expert committee shall not be created, and an expert shall not be involved.

149. The decision to create an expert committee or to involve an expert shall be made by the top manager of the organizer, or the person, performing his/her responsibilities, or the head of the budget program, or the person performing his/her responsibilities.

150. In the case, referred to in paragraph 40 of these Rules, the decision to establish an expert commission shall be taken by the head of the customer or the person performing his/her duties, or the head of the budget program, or the person performing his/her duties.

151. Before the start of the tender the tender committee members, the secretary of the tender committee, as well as the expert committee or the expert shall familiarize themselves with the draft tender documentation and appendices thereto.

152. The members of the expert committee shall be the chairman, deputy chairman and other members of the expert committee. In the absence of the chairman, his/her functions shall be performed by the deputy chairman. In total there shall be an odd number the expert committee members and not less than three persons.

153. When organizing and holding a tender the expert committee or expert shall provide an expert opinion on the compliance of goods, works, and services offered by potential suppliers with the requirements of the tender documentation and shall not have the right to vote when the tender committee makes a decision.

154. The opinion of the expert committee or the expert shall be taken into account by the tender committee, only if it is drawn up within the tender documentation requirements. The expert opinion shall be signed by the members of the expert committee or the expert, in the event of appointing the expert without creating an expert committee, and shall be attached to the protocol on the public procurement results on the web portal in the form of an electronic copy of the document, certified by the electronic digital signature of the secretary of the tender committee.

Documents certifying the expert's qualifications (diploma of education, certificate, graduation certificate or other document) shall be attached to the expert opinion.

155. The expert committee's conclusion on compliance of the goods, works, and services, offered by potential suppliers with the tender documentation requirements shall be made by open voting and shall be deemed adopted, if a majority of votes of the total number of the expert committee members are cast in favor.

156. In the event of a tie, the decision voted for by the chairman of the expert committee or, in his/her absence, the deputy chairman shall be deemed adopted.

157. In the event of disagreement with the conclusion of the expert committee, any member of this expert committee shall have the right to a dissenting opinion, which shall be attached to the conclusion of the expert committee and posted on the web portal.

158. In the absence of the signature by any member of the expert committee to the corresponding expert conclusion, the secretary of the tender committee shall post on the web portal a document or information, containing the reason for the absence of the signature.

#### **Paragraph 6. Approval of the draft tender documentation and posting it on the web portal**

159. To determine the conditions and procedure for holding the tender the organizer or the sole organizer shall form a draft of the tender documentation on the web portal in the Kazakh and Russian languages, in accordance with Appendix 4 to these Rules, and coordinate it with the customer, except for cases when:

- 1) the customer and the organizer are the same person;
- 2) the competition is held by a single organizer.

160. The draft of the tender documentation developed by the organizer shall be approved by the head of the customer or the person performing his/her duties, or by the head of the

central state body office or by another official exercising the powers of the head of the office or the head of the budget program or the person performing his/her duties.

161. The draft of the tender documentation developed by the sole organizer, determined in accordance with paragraph 40 of these Rules, shall be approved by the head of the sole organizer or the person performing his/her duties.

162. The draft tender documentation, developed and approved by a single organizer, shall contain draft technical specifications, contracts and qualification requirements (if any), which are an integral part of the tender documentation and the composition of the expert committee or expert (if any).

#### **Paragraph 7. Notice of a tender**

163. At least three working days from the date of the draft tender documentation approval the organizer shall post on the web portal the text of the announcement on public procurement by tender, as well as the draft tender documentation.

164. The final date for filing bids by potential suppliers for participation in the tender shall be no less than five working days from the date of posting the minutes of the preliminary discussion of the draft tender documentation and the text of the approved tender documentation.

For the public procurement by tender with the use of a rating-point system the deadline for filing the bids by potential suppliers shall be no less than three working days from the date of posting the minutes of the preliminary discussion of the draft tender documentation and the text of the approved tender documentation.

165. Before expiry of the deadline for filing bids by potential suppliers for participation in the tender the customer may make changes in the tender documentation on its own initiative. In such cases the tender documentation shall be subject to preliminary discussion in the manner determined by these Rules.

166. If there was no preliminary discussion of the draft tender documentation, the final date for submitting bids by potential suppliers for participation in the tender, under paragraph 164 of these Rules shall be at least five working days from the date of posting the text of the announcement on holding public procurement by tender.

167. In the event of repeated public procurement by tender, the organizer shall post on the web portal the text of the announcement on holding of repeated public procurement by tender no less than three working days before the final date for filing bids for participation in the tender, provided that the tender documentation of the failed tender remains unchanged, with the exception of extension of the contract term in connection with the repeated public procurement.

168. In the event of amendments and (or) additions to the tender documentation the public procurement shall be carried out in accordance with paragraph 163 thereof.



**Paragraph 8. Preliminary discussion and posting on the web portal of the minutes of preliminary discussion of the draft tender documentation**

169. Preliminary discussion of draft tender documentation by potential suppliers shall be a mandatory requirement for approval of tender documentation, except for cases of public procurement, information on which constitutes state secrets under the legislation of the Republic of Kazakhstan on state secrets, and (or) contains official information of limited distribution.

170. Comments to the draft tender documentation, as well as requests for clarification on the tender documentation provisions may be sent by potential suppliers through the web portal to the customer, the organizer, the single organizer at least two working days from the date of posting the announcement on public procurement.

171. In the absence of comments to the draft tender documentation, as well as requests for clarification of the tender documentation provisions within two working days from the date of placement of the announcement on holding public procurement, the tender documentation shall be deemed approved.

172. In the event of comments, as well as requests for clarification on the tender documentation provisions the customer, organizer, single organizer within two working days from the date of expiry of the time for preliminary discussion of the tender documentation shall make the following decisions:

- 1) to make changes and (or) additions to the draft tender documentation;
- 2) to reject comments on the draft tender documentation, substantiating the reasons for their rejection;
- 3) to provide clarification on the provisions of the tender documentation.

In the event of changes and (or) additions to the draft tender documentation a decision shall be made to approve the amended tender documentation on the web portal, as established by paragraphs 163 and 164 of these Rules.

From the date of adoption of the decisions, referred to in subparagraphs 2) and 3) of this paragraph the tender documentation shall be deemed approved.

173. No later than one business day from the date of the tender documentation approval the organizer, the sole organizer shall post on the web portal the minutes of the preliminary discussion of the draft tender documentation according to the form of Appendix 5 to these Rules.

The minutes of the preliminary discussion of the tender documentation shall be posted on business days during business hours (from 09:00 to 18:00 Astana time).

At the same time, applications shall be accepted on the next business day (from 09:00 Astana time) after the day of posting the minutes of the preliminary discussion.

174. In the event of changes and (or) additions to the draft tender documentation, as prescribed by subparagraph 1) of paragraph 172 thereof, the organizer, the single organizer,

together with the minutes of the preliminary discussion of the tender documentation, shall post the approved text of the tender documentation, with automatic notification of potential suppliers, who have received the draft tender documentation.

175. The minutes of the preliminary discussion of the draft tender documentation shall contain information on the received comments on the draft tender documentation and the decisions taken on them.

176. The minutes of the preliminary discussion of the draft tender documentation shall be signed by the head of the customer or the person performing his/her duties, or the head of the central state body or other official exercising the powers of the head of the office or the head of the budget program, or the person performing his/her duties.

177. In the case of public procurement by a single organizer the minutes of the preliminary discussion of the draft tender documentation shall be signed by the chairman of the tender committee.

178. In the cases provided for in paragraphs 33, 35 and the second part of paragraph 36 thereof, the minutes of the preliminary discussion of the draft tender documentation shall be signed by the head of the organizer or the person, performing his/her duties, or the head of the central state body or other official exercising the powers of the head of the office or the head of the budget program, or the person, performing his/her duties.

179. If necessary, in response to requests or comments from potential suppliers, the organizer makes changes and (or) additions to the tender documentation.

The introduction of changes and/or additions to the tender documentation shall be approved by the customer in the manner established by paragraph 174 of these Rules.

180. If necessary, in response to requests or comments from potential suppliers participating in the web portal, the single organizer shall make changes and/or additions to the draft tender documentation, with the exception of changes and/or additions to the draft technical specifications, contract and qualification requirements (if any), which are an integral part of the tender documentation. The introduction of changes and/or additions to the tender documentation, with the exception of changes and/or additions to the draft technical specifications, contract and qualification requirements (if any), which are an integral part of the tender documentation, shall be approved by the single organizer in the manner established by paragraph 161 of these Rules.

181. In the event of a decision to amend and/or supplement the draft technical specifications, contract and qualification requirements (if any) that are an integral part of the tender documentation, the customer shall send the approved decision to the single organizer no later than three working days from the date of expiration of the time for preliminary discussion of the draft tender documentation.

182. Basing on the decision approved by the customer to amend and/or supplement the draft technical specifications, contract and qualification requirements (if any) that are an integral part of the tender documentation, the single organizer shall, no later than one working

day from the date of the customer's sending the approved decision provided for in paragraph 181 of these Rules, amend and/or supplement the draft technical specifications, contract and qualification requirements (if any) that are an integral part of the tender documentation.

183. In the event of a decision to reject comments on the draft tender documentation, in accordance with subparagraph 2) of paragraph 172 of these Rules, the reason for their rejection shall be detailed in the minutes of the preliminary discussion of the draft tender documentation.

184. Upon receipt of requests from potential suppliers for clarification of the tender documentation provisions through the web portal, in accordance with subparagraph 3) of paragraph 172 of these Rules, the text of the clarification of the tender documentation provisions shall be reflected in the minutes of the preliminary discussion of the draft tender documentation.

185. In the case provided for in paragraph 40 of these Rules, clarification of the provisions and (or) rejection of comments and requests to the draft technical specifications, contract and qualification requirements (if any), which are an integral part of the tender documentation, shall be made by the customer.

186. The text of the clarification of the provisions of the draft technical specifications, contract and qualification requirements (if any), which are an integral part of the tender documentation shall be reflected in the minutes of the preliminary discussion of the draft tender documentation.

#### **Paragraph 9. Submission of tender documentation or draft tender documentation to potential suppliers**

187. From the date of the announcement on holding the tender all interested persons shall be afforded the opportunity to receive free of charge through the web portal the draft tender documentation for preliminary discussion and the tender documentation approved on the preliminary discussion results.

188. It shall not be allowed to submit the tender documentation or draft tender documentation before notification of the tender on the web portal.

#### **Paragraph 10. Content of bids and submitting them by potential suppliers for participation in the tender**

189. A bid for participation in the tender shall be submitted as an electronic document via the web portal before the deadline for filing it, specified in the tender documentation and shall be a form of expression of consent by the potential supplier with the requirements and conditions, established by the tender documentation, and also the potential supplier's consent to receiving information about him, confirming compliance with the qualification requirements and restrictions established by Article 7 of the Law.

190. A bid for participation in the tender, submitted to the organizer, the single organizer by a potential supplier, willing to participate in the tender shall contain the documents listed in the tender documentation form, as well as confirmation by the potential supplier:

- 1) on the absence of restrictions stipulated by Article 7 of the Law;
- 2) on the absence between him and the customer or the organizer, the single organizer, of relations that are not permitted by the Law.

191. A bid for participation in the tender shall be considered accepted as soon as the web portal automatically sends a corresponding notification to the potential supplier, who has filed an application for participation in the tender.

192. A potential supplier shall submit only one tender application.

193 A potential supplier's tender application shall be automatically rejected by the web portal in the following cases:

- 1) the potential supplier has previously filed an application for participation in this tender;
- 2) the tender application was received by the web portal after the final deadline for accepting applications for this tender;
- 3) the price quotation exceeds the amount allocated for the purchase of these goods, works, services;
- 4) provided for in subparagraphs 1), 3), 4), 5), 6), 7), 8) 9) and 13) of paragraph 1 of Article 7 of the Law.

The validity term of a tender application submitted by a potential supplier for participation in the tender shall be at least sixty calendar days from the date of opening of tender bids, and correspond to the required period, established by the tender documentation.

**Note!**

**Paragraph 10 is to be supplemented with paragraph 193-1 pursuant to the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).**

194. The potential supplier's bid for participation in the tender shall be automatically registered on the web portal.

195. The potential supplier may if necessary change or withdraw its bid for participation in the tender at any time before the deadline for submitting tender applications, without forfeiting the right to a refund of the security it has paid for the tender application.

196. Withdrawal of a bid for participation in the tender after the deadline for submitting it shall not be permitted.

197. It shall not be permitted to make changes and/or additions to tender applications after the deadline for filing them.

198. A potential supplier may file individual documents, required in accordance with the tender documentation, obtained by contacting state information systems and/or state databases , or by filling out an electronic form using a web portal.

## **Paragraph 11. Opening of tender bids**

199. Tender bids shall be opened by the web portal automatically within five minutes from expiry of the deadline for filing tender applications.

200. The protocol of opening tender bids shall be posted by the web portal automatically at the moment of their opening in accordance with Appendix 6 to these Rules. At the same time the web portal sends automatic notifications to the members of the tender committee, potential suppliers, who applied for participation in the tender.

201. Potential suppliers, who submitted a bid for participation in the tender after the posting of the protocol on the tender results, shall be provided with access to viewing of the tender bids of other potential suppliers, except for tender price quotations.

## **Paragraph 12. Processing of tender bids**

202. The tender committee shall process the tender bids via the web portal in order to identify potential suppliers that meet the qualification requirements and the requirements of the tender documentation.

203. No later than one business day from the date of opening of the tender bids the secretary of the tender committee shall provide for consideration of the expert committee or expert, if one has been engaged, the technical specifications for the goods, works, and services, offered by potential suppliers in the application, in order to determine their compliance with the requirements of the tender documentation.

204. When reviewing the tender bids for compliance of potential suppliers with the eligibility requirements and the requirements of the tender documentation, the tender committee shall:

- 1) if necessary request via the web portal the materials and explanations from potential suppliers in connection with their applications, in order to simplify the consideration, evaluation, and comparison of the tender bids;

- 2) in order to clarify the information, contained in the tender bids, request the necessary information in writing and (or) in the form of an electronic document from the relevant individuals or legal entities, state bodies.

- 3) review potential suppliers' tender bids for their compliance with the eligibility requirements and the requirements of the tender documentation;

- 4) identify potential suppliers, who meet and (or) do not meet the eligibility requirements and the requirements of the tender documentation.

Sending a request and other actions by the tender committee related to supplementing a tender application with missing documents, replacing documents submitted in the tender application, bringing improperly executed documents into compliance shall not be allowed.

205. In order to clarify whether potential suppliers meet the eligibility requirements in terms of their non-involvement in bankruptcy or liquidation proceedings, the tender

committee shall review the information posted on the Internet resource of the authorized body exercising control over the bankruptcy or liquidation proceedings.

206. A potential supplier shall not be admitted to the tender (recognized as a tender participant) if:

1) it and (or) the subcontractor (co-contractor) engaged by it are determined as not meeting the eligibility requirements and conditions of the tender documentation on the grounds established by the Law and these Rules;

2) it has breached the requirements of Article 7 of the Law.

207. If a potential supplier is not admitted to the tender on the grounds, listed in subparagraph 2) of paragraph 206 of these Rules, then the protocol on the results of public procurement by tender shall indicate the reasons for rejecting the tender application of such a potential supplier, indicating the supporting information and documents that constituted the ground for the rejection.

208. Following the examination of the tender bids, the tender committee shall:

1) identify potential suppliers that meet the eligibility requirements and the requirements of the tender documentation, and recognize them as participants in the tender;

2) apply and calculate the criteria affecting the price quotation;

3) within three working days from the date of opening of tender bids, draw up a protocol on the results of public procurement by tender, in accordance with Appendix 7 to these Rules.

209. An expert opinion on the conformity of goods, works, services with the requirements of the tender documentation, a special opinion of a member of the expert committee, if any, shall be attached to the protocol on the results of public procurement by tender in the form of an electronic copy of the document.

210. The protocol on the results of public procurement by tender shall contain the following information:

1) on the requests of the tender committee in accordance with paragraph 204 of these Rules;

2) on potential suppliers whose tender applications were rejected, with a detailed description of the reasons for their rejection, including an indication of the information and documents confirming their non-compliance with the eligibility requirements and the requirements of the tender documentation;

3) on applying by the tender committee of the criteria, affecting the price quotation, stipulated by the tender documentation;

4) on selecting the winner.

211. The protocol on the results of public procurement by tender shall be signed on the web portal by all members of the tender committee and posted by the secretary of the tender committee on the day of the decision on the results of public procurement by tender, on the web portal, with automatic notification of all potential suppliers who have handed in the tender applications.

212. A potential supplier shall not be admitted to the tender (shall not be recognized as a participant to the tender) if:

1) it and (or) its subcontractor or co-contractor are determined as not meeting the eligibility requirements on the following grounds:

absence of permits (notifications) received (sent) as prescribed by the legislation of the Republic of Kazakhstan on permits and notifications, the data on which is confirmed in the state bodies' information systems. In the absence of information in the information systems of state bodies the potential supplier shall provide a notarized copy of the relevant permit (notification) received (sent) as required by the legislation of the Republic of Kazakhstan on permits and notifications;

failure to submit electronic copies or in the form of an electronic document of patents, certificates, other documents, confirming the potential supplier's right to manufacture, process, supply and sell the procured goods, perform works, render services;

presence of tax arrears in an amount, exceeding six times the monthly calculation indicator, established for the relevant financial year by the law on the republican budget, as well as non-compliance with financial stability, determined by the web portal automatically through the state revenue authorities' information;

presence of wage arrears to employees;

failure to submit, as well as submission of incomplete information on qualifications in accordance with Appendices 9, 10, 11 and 12 to the tender documentation;

lack of sufficient experience in the market of purchased works and services the presence of which was established in the tender documentation;

non-compliance of the potential supplier with the eligibility requirements of possessing material and labor resources sufficient to fulfill obligations under the contract;

the fact of submission of false information on qualification requirements has been established. Moreover, such a fact under paragraph 2 of Article 14 of the Law may be established by the authorized body or state audit and financial control bodies, including on the basis of information and documents, submitted by the customer, organizer, single organizer, at any public procurement stage;

is subject to bankruptcy or liquidation proceedings;

2) if its tender bid is determined to be inconsistent with the requirements of the tender documentation on the following grounds:

non-provision of technical specifications;

submission by a potential supplier of technical specifications that do not meet the requirements of the tender documentation, as well as failure to submit documents required by the technical specifications;

failure to provide information on subcontractors for the performance of work (co-contractors in the provision of services) that are the subject of procurement in the tender, as well as the types of work and services, transferred by the potential supplier to

subcontractors (co- contractors), in accordance with Appendix 20 to the tender documentation (in the event that the potential supplier engages subcontractors (co- contractors);

transfer by the potential supplier to subcontractors (co-contractors) for subcontracting (co-execution) in aggregate more than thirty percent of the total volume of work performed or services rendered, in the event that information on subcontractors is provided;

failure to provide security for the tender application in accordance with the requirements for the tender documentation and these Rules;

inaccurate information on the documents, submitted in the tender bid has been established . Such fact under paragraph 2 of Article 14 of the Law may be established by the authorized body or state audit and financial control bodies, including on the basis of information and documents provided by the customer, organizer, single organizer, at any public procurement stage;

3) there are restrictions, related to participation in public procurement, stipulated in Article 7 of the Law. For restrictions related to participation in public procurement, stipulated by subparagraphs 1), 3), 4), 5), 6), 7), 8) 9) and 13) of paragraph 1 of Article 7 of the Law, the potential supplier's tender bid is subject to automatic rejection by the web portal. For restrictions related to participation in public procurement, stipulated by subparagraphs 10), 11 ) and 12) of paragraph 1 of Article 7 of the Law, the tender committee shall examine information on the Internet resources of the relevant authorized bodies.

213. It shall be permissible for the technical specifications for goods, works, services of a potential supplier to be inconsistent with the technical specifications, indicated in the tender documentation, if better functional, technical, operational and quality characteristics of the goods (services), technological solutions and (or) execution of works from better materials are offered.

214. A tender bid shall be recognized as meeting the requirements of the tender documentation, if it contains grammar or arithmetic errors that can be corrected without affecting the essence of the submitted bid for the tender.

215. Within the timeframes established by the chairman of the tender committee, but no later than the deadline for consideration of the tender applications, the expert committee or an expert shall:

1) consider and study within their competence the completeness of documents filed by potential suppliers to confirm the conformity of their proposed goods, works, and services with the requirements of the tender documentation;

2) prepare, sign and submit an expert opinion on compliance or non-compliance of goods, works and services offered by potential suppliers with the technical specification, which is an integral part of the tender documentation, to the secretary of the tender committee.

The expert opinion shall also contain information on the excess of the functional capabilities, technical parameters, quality characteristics and operating conditions of goods,



services (if any) offered by potential suppliers, in relation to the characteristics of goods and services, indicated in the technical specification of the tender documentation.

216. The expert opinion shall be signed and initialed page by page by all experts, excepting cases when an expert expresses a dissenting opinion.

After receiving the expert opinion, the secretary of the tender committee shall post the expert opinion on the web portal and send notifications to all members of the tender committee via the web portal. The tender committee shall process the tender bids factoring in the expert opinion.

### **Paragraph 13. Criteria impacting the tender price quotation**

217. In public procurement by tender the following criteria impacting the price quotation shall be applied:

- 1) the potential supplier's experience in the market of works and services that are the subject of the public procurement;
- 2) the indicator of taxes paid;
- 3) location of the potential supplier in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the place of performance of works and provision of services;
- 4) the potential supplier's posting of audited annual financial statements in the financial statements depository
- 5) the functional, technical, qualitative and operational characteristics of the goods and (or ) the costs of operation, maintenance and repair of the purchased goods;
- 6) negative values.

218. When considering availability of work experience of a potential supplier, participating in the tender, the tender committee (web portal) shall consider (apply) work experience only in the market of performance of works and rendering of services to be procured in this tender, including for similar types of works and services.

219. When forming the protocol on the results of public procurement by tender, the tender committee shall determine notional discounts in accordance with the criteria stipulated in the tender documentation, in accordance with paragraph 217 of these Rules, applicable to each potential supplier, who has filed a tender application, excepting cases when one tender application has been filed.

If the potential supplier fails to submit documents confirming these criteria, the tender committee shall not apply the corresponding notional discount to such potential supplier.

220. The potential supplier's work experience obtained as a result of reorganization by means of merger, accession and transformation, in addition to the documents specified in these Rules, shall be confirmed by the potential supplier through the web portal based on the information on reorganization of such entities retrieved from the information system of the authorized state body for legal entities' registration.

In the event of reorganization of legal entities (accession, merger), the greatest work experience of one of the legal entities being reorganized shall be taken into account.

When carrying out public procurement without using the work experience register, the work experience obtained as a result of reorganization through merger, accession and transformation of a potential supplier shall be considered by the tender committee after updating (consolidation) on the web portal the financial sustainability indicators of the reorganized legal entities.

221. For the purposes of these Rules, the work experience of a reorganized legal entity shall not be taken into account when assessing the criteria impacting the tender price quotation in the existence of one of the following cases:

1) if the declared work experience of the potential supplier was obtained as a result of reorganization by division or spin-off from another legal entity;

2) if the declared work experience of the potential supplier was obtained as a result of several successive types of reorganization (division, spin-off, merger, accession, transformation);

3) if the declared work experience of the potential supplier was obtained as a result of reorganization of legal entities (merger, accession, transformation), where one of the reorganized legal entities has the restrictions envisaged under subparagraphs 3), 5), 6) and 7) of paragraph 1 of Article 7 of the Law;

4) if the declared work experience of the potential supplier was obtained as a result of the reorganization of legal entities (merger, accession, transformation), where one of the reorganized legal entities was deprived of a license (permit) to carry out types of activities corresponding to the subject of public procurement.

#### **Paragraph 14. General procedure for calculating work experience as a criterion impacting the tender price quotation in public procurement of works**

222. If the allocated amount for public procurement by tender (lot) does not exceed two hundred thousand times the monthly calculation index, established for the relevant financial year, the total percentage impact on the conditional bid price of this criterion shall not exceed five percent.

223. If the allocated amount for public procurement by tender (lot) for work on developing design (design and estimate) documentation does not exceed twenty thousand times the monthly calculation index, established for the relevant financial year, the total percentage impact on the conditional bid price of this criterion shall not exceed five percent.

224. If the allocated amount for public procurement by tender (lot) exceeds two hundred thousand times the monthly calculation index, established for the relevant financial year, the total percentage impact on the conditional bid price of this criterion shall not exceed ten percent.

225. If the allocated amount for the public procurement by tender (lot) for work on the development of design (design and estimate) documentation exceeds twenty thousand times the monthly calculation indicator, established for the relevant financial year, the total percentage impact of this criterion on the conditional bid price shall not exceed ten percent.

**Paragraph 15. Procedure for calculating work experience as a criterion impacting the tender price quotation in public procurement of construction and installation works and works on development of design (design and estimate) documentation**

226. If a potential supplier has experience as a general contractor (designer), the web portal automatically assigns a notional discount of one percent (1%) for each year of experience of the potential supplier in the market of works to be procured, including similar (analogous) types of works that are the subject of the tender.

227. If a potential supplier has experience as a subcontractor (sub-designer), the web portal automatically assigns a notional discount of zero point five percent (0.5%) for each year of experience of the potential supplier in the market of works to be procured, including similar (analogous) types of works that are the subject of the tender.

228. If within one year a potential supplier has completed works to be procured in a tender, including similar (analogous) types of works, on more than one construction project, the web portal automatically assigns a notional discount of zero point two percent (0.2%) for each subsequent construction project. If these works were completed by a potential supplier as a subcontractor (sub-designer), the tender committee shall assign a notional discount of zero point one percent (0.1%) for each subsequent construction project.

The document, confirming work experience in construction and installation work is electronic copies of documents entered into the work experience register in accordance with the Rules for the formation and maintenance of registers in public procurement.

229. If the subject of the tender is construction of new facilities, only work experience in the construction of new facilities shall be factored in.

230. If the subject of the tender is new construction of highways and (or) utility networks, experience in reconstruction of highways and (or) utility networks shall be factored in.

231. If the subject of the tender is expansion, modernization, technical re-equipment and reconstruction, then the experience of work in the construction of new facilities, expansion, modernization, technical re-equipment and reconstruction of existing facilities, with the exception of major repairs, shall be factored in.

232. If the subject of the tender is major repairs, then the experience of work in the construction of new facilities, expansion, modernization, technical re-equipment, reconstruction and major repairs of existing facilities shall be factored in.

233. If the subject of the tender is work on the development of design (design and estimate) documentation, then the experience of work in the development of design (design and estimate) documentation shall be factored in.

234. If the subject of the tender is work on the adjustment or binding of design (design and estimate) documentation, then the experience of work in the development, adjustment and binding of design (design and estimate) documentation shall be factored in.

235. Experience in construction and installation works and in development of design (design and estimate) documentation shall be calculated based on the functional purpose of construction facilities (analogy or similarity of previously completed works by types of construction) and their technical complexity, determined in accordance with the Rules for determining the general procedure for classifying buildings and structures as technically and (or) technologically complex facilities, approved by the order of the Minister of National Economy of the Republic of Kazakhstan dated February 28, 2015 No. 165 (registered in the Register of State Registration of Regulatory Legal Acts under No. 10666).

236. When calculating the experience in construction and installation works and in development of design (design and estimate) documentation of a potential supplier, the following shall be taken into account in aggregate:

1) the level of responsibility of buildings and structures (the first - increased, the second - normal, the third - reduced).

If the subject of the tender is buildings and structures of the first (increased) level of responsibility, the work experience of only buildings and structures of the first (increased) level of responsibility shall be factored in.

If the subject of the tender is buildings and structures of the second (normal) level of responsibility, the work experience of buildings and structures of the first (increased) and second (normal) levels of responsibility shall be factored in.

If the subject of the tender is buildings and structures of the third (reduced) level of responsibility, the work experience of buildings and structures of the first (increased), second (normal) and third (reduced) levels of responsibility shall be factored in;

2) technical complexity of the facilities (buildings and structures related to technically complex facilities, and buildings and structures unrelated to technically complex facilities).

If the subject of the tender is technically complex facilities, only the experience of technically complex facilities shall be factored in.

If the subject of the tender is buildings and structures that are not technically complex facilities (complexes), the experience of technically complex facilities and buildings and structures that are not technically complex objects shall be factored in;

3) functional purpose (industrial facilities, production buildings, structures, housing and civil engineering facilities, other structures);

4) analogy or similarity of previously completed works shall be factored in provided that they are in the same sub-clause of the corresponding sub-type of the licensed type of activity, provided for in Sections 5 and 6 of the List of first category permits (licenses) of the Law on Permits and Notifications with the subject of the tender, excepting work on housing and civil engineering facilities.

Analogy or similarity of previously completed works related to electricity supply, electric lighting and electric heating shall be taken into account regardless of their place in different sub-clauses of the corresponding sub-type of the licensed type of activity provided for in Sections 5 and 6 of the List of first category permits (licenses) of the Law on Permits and Notifications with the subject of the tender.

The analogy or similarity of previously completed works related to the construction of highways shall be factored in regardless of their place in different subparagraphs of the corresponding subtype of the licensed type of activity provided for in Sections 5 and 6 of the List of first category permits (licenses) of the Law on Permits and Notifications with the subject of the tender.

237. Experience in new construction, expansion, technical re-equipment, modernization, reconstruction, restoration and major repairs of existing utility networks and systems (several types of utility networks and systems) shall be calculated issuing from the availability of at least one of the types of utility networks and (or) systems corresponding to the subject of the public procurement.

238. Experience in reconstruction of utility networks and (or) systems (several types of utility networks and (or) systems) shall be taken into account in new construction of utility networks and (or) systems (several types of utility networks and (or) systems).

239. Experience in new construction, expansion, technical re-equipment, modernization, reconstruction, restoration and major repairs of existing highways and utility networks and systems (several types of utility networks and systems) shall be calculated based on the availability of experience in highway work and the availability of at least one type of utility networks and systems.

240. When calculating work experience under contracts with a term exceeding one year, the year of completion of construction shall be recognized according to the date of the act of acceptance of the facility into operation.

241. Provision of electronic copies of supporting documents is mandatory only for the information specified in the tender documentation.

242. The potential supplier's tender application in public procurement of construction and installation works, works on development of design (design and estimate) documentation, in terms of filling in the data impacting the tender price quotation shall be generated on the web portal taking into account the format-logical control for compliance with the following criteria (features), which are determined by the web portal automatically:

- 1) information and documents confirming the work experience of a potential supplier that are in the register of work experience with the status "Confirmed";
- 2) the level of responsibility of construction projects;
- 3) technical complexity of construction projects;
- 4) functional purpose;

5) subtypes of the licensed type of activity provided for in Sections 5 and 6 of the List of first category permits (licenses) of the Law on Permits and Notifications, corresponding to the work experience declared by the potential supplier, with the exception of work on housing and civil engineering projects;

6) type of construction;

7) the status of a potential supplier for construction and installation works and works on the development of design (design and estimate) documentation (general contractor (designer) , subcontractor (sub-designer)).

243. In public procurement of construction and installation works, works on the development of design (design and estimate) documentation, information and documents confirming the work experience of a potential supplier, which are in the register of work experience with the status "Confirmed" are calculated by the web portal automatically and shall not be subject to appeal in accordance with Article 25 of the Law.

**Paragraph 16. Procedure for calculating work experience as an eligibility requirement and (or) criterion impacting the tender price quotation in public procurement of works unrelated to construction and installation works**

244. The tender committee shall assign a notional discount of one percent (1%) for each year of experience of the potential supplier in the market of works to be procured on the list, in accordance with Appendix 3 to these Rules.

245. The tender committee shall assign a notional discount of one percent (1%) for each year of experience of the potential supplier in the market of works to be procured including similar (analogous) types of works that are the subject of the tender.

If within one year the potential supplier has completed more than one work to be procured in the tender, including similar (analogous) types of works, the tender committee shall assign a notional discount of zero point two percent (0.2%) for each subsequent work completed that is similar (analogous) to the types of works to be procured.

246. Experience of work as a subcontractor in public procurement of works unrelated to construction and installation works shall not be taken into account.

247. When carrying out public procurement by tender for the average repair of a motorway, experience in construction and installation work and average repair of motorways shall be factored in.

248. If a potential supplier has declared experience in construction and installation works, the document confirming the experience is electronic copies of documents entered into the register of work experience in accordance with the Rules for the formation and maintenance of registers in public procurement.

In this case, such work experience shall be taken into account in the existence of information on it and documents in the register of work experience with the status "Confirmed".

249. Documents confirming the experience in medium repairs of highways are the corresponding electronic copies of certificates of work performed on facilities, where the customers are state bodies, government institutions, as well as state enterprises, legal entities, whose fifty or more percent of voting shares (stakes in the authorized capital) are held by the state, and legal entities affiliated with them.

250. When calculating work experience with a performance term of more than one year, the year of completion of the work shall be recognized according to the date of the certificate, or the year of completion of construction according to the date of the certificate of acceptance of the facility into operation.

**Paragraph 17. Procedure for calculating work experience as a criterion impacting the tender price quotation for public procurement of services**

251. The tender committee shall assign a notional discount of one percent (1%) for each year of experience of the potential supplier in the purchased services for technical supervision of construction and installation works, up to a maximum of three percent.

Documents confirming experience in engineering services on technical supervision of construction and installation works are electronic copies of documents entered into the register of work experience in accordance with the Rules for the formation and maintenance of registers in public procurements.

The potential supplier's tender application in public procurement of engineering services on technical supervision of construction and installation works, in terms of filling in information impacting the tender price offer, is generated on the web portal automatically, taking into account the format-logical control.

252. In public procurement of engineering services for technical supervision of construction and installation works, the work experience of a potential supplier, information and documents on which are in the work experience register with the status "Confirmed", is calculated by the web portal automatically and shall not be subject to appeal in accordance with Article 25 of the Law.

253. When calculating work experience with a term of provision exceeding one year, the year of completion of the service shall be recognized according to the date of the certificate of acceptance of the facility into operation.

**Paragraph 18. Procedure for calculating the indicator of paid taxes as a criterion impacting the tender price quotation**

254. In the event that a potential supplier has a tax paid rate in excess of three percent, the web portal automatically assigns a notional discount for each excess of one tenth (0.1) percent in the amount of one tenth (0.1) percent, up to a maximum of three percent.

**Paragraph 19. Procedure for calculating functional, technical, quality and operational characteristics of goods and (or) costs of operation, maintenance and repair of procured goods as a criterion impacting the price quotation**

255. Criterion - functional, technical, quality and operational characteristics of goods and (or) expenses for operation, maintenance and repair of procured goods, applied in accordance with the conclusion of the expert committee or the expert (if any). The total percentage impact of this criterion on the notional bid price shall not exceed ten percent.

256. If the functional characteristics of goods in the technical specification, proposed by potential suppliers in the tender application exceed the limits of the capabilities of the goods established in the technical specification of the tender documentation, the tender committee shall set zero point five percent (0.5%) for each capability. The total percentage impact of this criterion on the conditional bid price shall not exceed three percent (3%).

257. In the event that the technical characteristics of the goods in the technical specification, proposed by potential suppliers in the tender application exceed (improve) the parameters of the goods established in the technical specification of the tender documentation, the tender committee shall establish zero point five percent (0.5%) for each exceeded parameter. The total percentage impact of this criterion on the conditional bid price shall not exceed three percent (3%).

258. In the event that the quality characteristics of the goods in the technical specification, proposed by potential suppliers in the tender application exceed (improve) the requirements and purpose of the goods established in the technical specification of the tender documentation, the tender committee shall establish five percent (5%) for this characteristic.

259. If the operational characteristics of the goods (service life, transportation and storage conditions, operating, maintenance and repair costs) indicated in the technical specifications, proposed by potential suppliers in their tender documentation exceed (improve) the conditions indicated in the technical specifications of the tender documentation, the tender committee shall set zero point five percent (0.5%) for each exceeded condition. The total percentage impact of this criterion on the conditional bid price shall not exceed three percent (3%).

260. In the absence of a conclusion from the expert committee or expert, the criteria referred to in paragraphs 256, 257, 258 and 259 thereof shall not be applied by the tender committee.

**Paragraph 20. Procedure for calculating the location of a potential supplier in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the venue of works, services as a criterion impacting the price quotation**

261. For the purposes of public procurement, as well as support for small and medium-sized businesses, a criterion shall be applied that impacts the tender price quotation in the form of the location of the potential supplier in the relevant administrative-territorial



unit within the boundaries of the oblast, cities of republican status and the capital at the venue of works, services, in accordance with Appendix 8 to these Rules.

If the amount allocated for the public procurement of works, services does not exceed the threshold of the public procurement amount provided for in Appendix 8 of these Rules, and the location of the potential supplier in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the venue of works, services, then such potential supplier shall be assigned a conditional discount of two percent (2%).

262. The location of a potential supplier in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the venue of works, services is determined by the web portal automatically at the time of filing a tender application, based on information from state revenue authorities at the place of filing the initial/regular tax reporting for the last calculated year of the three-year term submitted no later than October 1 preceding the year of applying this information for the purposes of determining the potential supplier's financial stability.

Information from state revenue authorities shall be updated on the web portal once during the calendar year no later than October 1 preceding the year of applying this information for the purposes of determining the potential supplier's financial stability.

263. The provisions of paragraphs 261 and 262 of these Rules shall not apply to potential suppliers who have not submitted tax reports before the updating date.

#### **Paragraph 21. Procedure for calculating negative values as a criterion impacting the price quotation**

264. A negative value impacting the tender price quotation shall be applied to potential suppliers participating in public procurement of works and services on the list, as per Appendix 9 to these Rules.

265. If a potential supplier has a contract under execution that corresponds to the subject of the currently conducted public procurement, concluded in the current financial year, the web portal shall automatically subtract zero point two percent (0.2%) from the total amount of the conditional discount of the criteria impacting the tender price quotation of such potential supplier for each such contract.

266. When conducting public procurement by tender using a rating-point system, the web portal shall automatically subtract zero point two percent (0.2%) from the total amount of the conditional discount of the criteria impacting the tender price quotation of the potential supplier for each protocol on the results of the current financial year, where such potential supplier is determined to be the winner, corresponding to the subject of the public procurement conducted.

**Paragraph 22. Procedure for calculating the criterion impacting the price quotation in the form of a potential supplier's placement of audited annual financial statements in the financial statements depository**

267. The criterion in the form of placing audited annual financial statements in the financial statements depository shall be applied in public procurement of construction and installation works when the amount of public procurement exceeds three hundred thousand times the monthly calculation indicator established for the relevant financial year.

268. Audited annual financial statements of a potential supplier shall be taken into account for at least three years preceding the previous year.

269. The audited annual financial statements shall be placed in the financial statements depository pursuant to the legislation of the Republic of Kazakhstan on accounting and financial reporting, as well as on auditing activities no later than August 31, and shall be taken into account when implementing public procurement from January 1 of the following calendar year.

270. Audited annual financial statements of a potential supplier shall be determined by the web portal automatically based on information from the information and accounting center of the authorized body.

271. If audited annual financial statements are available in the financial statements depository for the specified period, the web portal automatically assigns a conditional discount of three percent (3%) to the potential supplier.

**Paragraph 23. Evaluation and matching of price quotations**

272. The price quotation shall be opened by the web portal automatically following the results of review of the tender application for compliance with the eligibility requirements and requirements of the tender documentation, with regard to the requirements of paragraph 5 of Article 15 of the Law.

273. The web portal automatically matches the conditional prices of the bidders and determines the winner of the tender.

274. The bidder, ranked second by the results of evaluation and matching of tender price quotations, shall be determined on the basis of the conditional price following the lowest conditional price.

275. In case of equality of conditional prices of tender price quotations, the winner shall be the bidder with the higher indicator of financial stability of the potential supplier, determined automatically by the web portal according to the data of the state revenue authorities' information systems.

For the purposes of these Rules, the calculation of the financial stability indicator of the potential supplier shall be determined automatically by the web portal according to the data of

the state revenue authorities' information systems according to the formula for calculating the financial stability indicator as per Appendices 10, 11, 12 and 13 thereof.

In case of equality of financial stability indicators, the winner shall be the bidder with the minimum total amount of public procurement contracts corresponding to the subject of the conducted public procurement concluded in the current financial year.

In case of equality of the total amount of current public procurement contracts concluded in the current financial year, the winner shall be the tender participant with the smallest number of current public procurement contracts corresponding to the subject of the conducted public procurement.

If the number of valid public procurement contracts concluded in the current financial year is equal, the winner shall be the tender participant whose tender application was received earlier than the tender applications from other potential suppliers.

276. The results of the evaluation and matching of the price quotations shall be posted in the protocol on the results of public procurement by tender in accordance with paragraph 210 of these Rules.

#### **Paragraph 24. Grounds and consequences of recognizing the tender as invalid**

277. The tender shall be deemed invalid for one of the following reasons:

- 1) absence of applications for participation in the tender;
- 2) if no potential supplier is admitted to the tender;

3) if one potential supplier is admitted to the tender, in the event of two or more applications from potential suppliers for participation in the tender.

278. Public procurement by tender shall be deemed valid if one tender application is filed that meets the eligibility requirements and/or the requirements of the tender documentation. In this case, the price of the concluded contract shall not exceed the price quotation of the potential supplier specified in the tender application for participation.

279. If public procurement by tender is declared invalid, the customer shall make one of the following decisions:

- 1) to re-conduct public procurement by tender;
- 2) to change the tender documentation and to conduct public procurement by tender.

In the event that repeated public procurement by tender is declared invalid due to the absence of filed tender applications, the customer, in accordance with paragraph 4 of Article 15 of the Law shall conduct such public procurement by tender.

280. In cases when public procurement by tender is declared invalid on the grounds stipulated by subparagraphs 2) and 3) of paragraph 277 of these Rules, the public procurement by single source method shall not be permitted. In this case, the price quotations of potential suppliers shall not be opened.

#### **Chapter 9. Procedure of holding a tender with pre-qualification selection**

281. A tender with pre-qualification selection shall be held according to the list of goods, works, services approved by the authorized body.

282. A tender with pre-qualification selection shall be conducted in the following sequence:

- 1) at the first stage, the qualification body forms the list of qualified potential suppliers;
- 2) at the second stage, public procurement is conducted by means of a tender among potential suppliers included in the list of qualified potential suppliers.

283. To be included in the list of qualified potential suppliers, it is necessary to meet the conditions as per Appendix 14 to these Rules.

284. The list of qualified potential suppliers shall be formed by the qualification body automatically on the basis of the data from the relevant information systems.

Potential suppliers with the restrictions stipulated by subparagraphs 3), 4), 5), 6), 7), 8), 9), 10), 11) and 13) of paragraph 1 of Article 7 of the Law shall not be entered on the List of qualified potential suppliers.

285. The list of qualified potential suppliers shall be formed in accordance with the form in Appendix 15 to these Rules.

286. The list of qualified potential suppliers shall include the following data:

1) the scope of the potential supplier's activities as per the List of goods, works, services for which public procurement is held by means of a tender with pre-qualification selection (hereinafter referred to as the List);

2) information on the qualified potential supplier:

the name of the potential supplier;

the country of the potential supplier;

for residents of the Republic of Kazakhstan – business identification number (BIN) (for a legal entity), individual identification number (IIN) (for an individual);

for residents of the Russian Federation – taxpayer identification number (TIN) (for legal entities), personal insurance policy number (SNILS) (for individuals);

for residents of the Republic of Belarus – taxpayer registration number (TRN) (for legal entities);

3) name, number and date of issue of the document by which the potential supplier is included in the List of qualified potential suppliers.

287. Potential suppliers shall be automatically excluded from the List of qualified potential suppliers in the following cases:

1) inclusion of a potential supplier in the register of unscrupulous participants in public procurement;

2) existence of restrictions related to participation in public procurement, stipulated by subparagraphs 3), 4), 5), 6), 7), 8), 9), 10), 11) and 13) of paragraph 1 of Article 7 of the Law.

288. When implementing the second stage of a tender with pre-qualification selection, the procedure for public procurement by tender shall be applied.

## **Chapter 10. Procedure of holding a tender with the use of a rating-point system**

289. A tender with the use of a rating-point system shall be held according to the list of goods, works, services as per Appendix 16 to these Rules.

290. A tender with the use of a rating-point system shall be held in accordance with these Rules, taking into account the specifics envisaged in this chapter.

291. A tender committee shall not be formed for public procurement by tender with the use of a rating-point system.

292. Upon expiry of the deadline for filing applications for a tender with the use of a rating-point system, the web portal automatically generates and posts a protocol on the results of public procurement by tender with the use of a rating-point system, in accordance with Appendix 17 to these Rules.

293. The web portal automatically matches the price quotations and the criteria influencing the tender price quotation and determines the winner.

294. The procedure for determining the winner and the bidder who took second place is established by these Rules.

295. The criteria influencing the tender price quotations and their calculation shall be established by these Rules.

296. The requirements for the competitive documentation, preliminary discussion, notification, application for participation in the tender, its security, conclusion, amendment and execution of the contract, given the specifics established by this Chapter, shall be determined by the Law and these Rules.

The requirements provided for in paragraph 212 of these Rules shall be established given the specifics established by this Chapter.

297. The results of the tender with the use of the rating-point system shall not be subject to appeal in accordance with Article 25 of the Law.

## **Chapter 11. Procedure for public procurement through a turnkey construction tender Paragraph 1. Procedure for organizing public procurement through a turnkey construction tender**

298. Public procurement through a turnkey construction tender shall be held when implementing projects on technically complex buildings and structures, based on the estimated cost of construction, determined by the consolidated indicators of the estimated cost of structural elements developed in accordance with the legislation on architectural, urban planning and construction activities.

299. A tender for turnkey construction works includes public procurement as part of a single lot for complex works in the field of construction in accordance with the legislation on architectural, urban planning and construction activities.

300. Potential suppliers participating in public procurement through a turnkey construction tender shall be subject to eligibility requirements for the availability of a

certificate of accreditation of legal entities operating as a technical customer in construction in accordance with the legislation on architectural, urban planning and construction activities.

301. When implementing public procurement through a turnkey construction tender, the following non-price criteria impacting the tender outcome shall be applied:

1) location of the potential supplier in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the place of performance of the work.

If the potential supplier is located in the relevant administrative-territorial unit within the boundaries of the oblast, cities of republican status and the capital at the place of performance of the work, such potential supplier shall be assigned zero point five tenths of a point (0.5);

2) the potential supplier's experience in the work that is the subject of the public procurement.

If the potential supplier has experience, such potential supplier shall be assigned one tenth (0.1) of a point for each completed facility similar to that which is the subject of the tender, the total number of points in the tender for this criterion shall not exceed 3 (three) points.

The document confirming the experience in the construction of new facilities is the electronic copies of the documents indicated in paragraph 228 of these Rules.

In this case, the experience of work as a subcontractor shall not be taken into account.

3) acceptance of financing terms for:

- waiver of advance payment;
- waiver of interim payment for certificates of work performed before the facility is put into operation;
- waiver of upward adjustment of the estimated cost;
- payment deferment.

If a potential supplier undertakes as part of the tender application to waive the advance payment, such potential supplier shall be awarded 1 point.

If a potential supplier agrees as part of the tender application to waive payment for interim certificates of work performed until the end of the facility's commissioning, such potential supplier shall be awarded 5 points.

If a potential supplier agrees as part of the tender application to waive upward adjustment of the cost, such potential supplier shall be awarded 2 points.

If a potential supplier accepts deferred payment terms as part of the tender application, such potential supplier shall be assigned 1 point for each year of payment deferral, the total number of points in the tender for this criterion shall not exceed 5 (five) points. This criterion shall be applied only with the criterion provided for in the second clause of this paragraph;

4) an obligation to ensure a share of local content exceeding the industry average (specified in the design specification).

If, as part of the application the potential supplier undertakes an obligation to ensure a share of local content exceeding the industry average (specified in the design specification),

such potential supplier shall be awarded 1 point for every additional 10 percent of local content;

5) quality guarantee for the construction project:

- for supporting structures;
- for utility networks;
- for equipment;
- for finishing and installation works;

If a potential supplier agrees to a quality guarantee for the construction project as part of the tender application, such potential supplier shall be assigned:

- for the guarantee for supporting structures 0.1 for each year of the guarantee, the total number of points in the tender for this criterion shall not exceed 5 (five) points;
- for utility networks 0.1 for each year of the guarantee, the total number of points in the tender for this criterion shall not exceed 2 (two) points;
- for equipment 0.1 for each year of the guarantee, the total number of points in the tender for this criterion shall not exceed 1 (one) point;
- for finishing and installation works 0.1 for each year of the guarantee, the total number of points in the tender for this criterion shall not exceed half a point (0.5) point;

6) ensuring the energy efficiency class of the facility.

If a potential supplier guarantees the energy efficiency class of the facility as part of the tender application, such potential supplier shall be awarded 1 point for each item of its increase relative to the one set in the design assignment;

7) availability of liability insurance for an amount as a percentage of the construction cost of the facility under realization.

If a potential supplier guarantees liability insurance as part of the tender application, such potential supplier shall be awarded 4 points for liability insurance for the full amount and 0.3 points for each 10 percent of the insurance amount of the construction cost;

8) implementation of the project using own funds (sponsor).

If, as part of the tender application a potential supplier guarantees the implementation of the project using its own funds (sponsor), such potential supplier shall be awarded 50 points.

In this case, the remaining criteria provided for in paragraph 301 of these Rules shall not apply;

9) implementation of the project using own funds with acceptance of the facility in trust management;

If, as part of the tender application a potential supplier guarantees realization of the facility using its own funds with acceptance of the facility in trust management under the terms of a standard trust management transfer agreement, such potential supplier shall be awarded 48 points.

In this case, the remaining criteria stipulated in paragraph 301 of these Rules shall not apply;

10) early realization of the project as a % of the normative term of work completion.

If, as part of the tender application a potential supplier guarantees early implementation of the project, such potential supplier shall be awarded 0.3 points for each 5% reduction in the term in relation to the standard term for work performance;

11) financial stability indicator calculated when the sum of non-price criteria is equal.

If the number of points of non-price criteria is equal, the bidder with a higher indicator of financial stability of the potential supplier, determined automatically by the web portal according to the information systems of state revenue authorities shall be recognized as the winner.

302. The web portal automatically matches the non-price competition criteria that impact the tender results and determines the winner.

303. The procedure for determining the winner and the second-place participant in the tender shall be established by these Rules.

304. The requirements for the tender documentation, preliminary discussion, notification, preparation of protocols, the tender, its security, conclusion, amendment and execution of the contract, given the specifics established by this chapter, shall be determined in accordance with these Rules.

305. The guarantees, obligations and confirmations of the potential supplier provided for in subparagraphs 3), 4), 5), 6), 7), 8), 9) and 10) of paragraph 301 of these Rules are an integral part of the public procurement contract concluded between the customer and the supplier.

If the supplier fails to fulfill one of the specified conditions, the customer shall terminate the contract with such supplier.

This Chapter shall apply to procurements published from 1 July 2025.

## **Chapter 12. Procedure for public procurement by auction Paragraph 1. Organization and conduct of public procurement by auction**

306. The organization and conduct of public procurement by auction shall include the following sequential activities:

1) the customer determines the organizer, the single organizer, except for cases when the customer and the organizer act as one and the same person, and the authorized representative of the customer representing the interests of the latter in the upcoming public procurement;

2) the customer files to the organizer, the single organizer, via the web portal, an application for public procurement containing information and documents for organizing and conducting the auction;

3) determining and approval of the composition of the auction committee, the composition of the expert committee or an expert (if necessary), appointing the secretary of the auction committee;

4) approval of the draft auction documentation;



5) posting on the web portal an announcement of public procurement by auction, as well as the text of the draft auction documentation;

6) preliminary discussion via the web portal of the draft auction documentation and posting on the web portal the minutes of the preliminary discussion of the draft auction documentation, as well as the text of the auction documentation;

7) filing by potential suppliers of auction applications in the form of an electronic document and their automatic registration on the web portal;

8) automatic opening of bids and posting of the corresponding opening protocol on the web portal;

9) consideration by the auction committee via the web portal of auction applications of potential suppliers for their compliance with the eligibility requirements and requirements of the auction documentation, as well as the absence of restrictions stipulated by Article 7 of the Law;

10) identification of potential suppliers that meet the eligibility requirements and requirements of the auction documentation, and recognition of them as bidders;

11) automatic matching by the web portal of the starting prices of the bidders, determination of the lowest starting price of the auction;

12) holding the auction via the web portal;

13) automatic generation and posting on the web portal of the protocol on the auction results.

307. The auction shall be held for one lot, and the subject of the auction shall be the goods

308. In the event that there are several places for the delivery of goods, it is permissible to indicate several places for the delivery of goods in the lot held by auction.

**Paragraph 2. Provision by the customer to the organizer, the single organizer of information and documents for the organization and conduct of an auction**

309. To conduct an auction the customer shall submit a bid to the organizer containing information on the item of the annual plan, draft technical specifications, contracts and eligibility requirements (if any) in Kazakh and Russian, except in cases when the organizer and the customer act as one and the same person.

310. The auction documentation shall not contain references to trademarks, service marks, trade names, patents, utility models, industrial designs, the name of the place of origin of the goods and the name of the manufacturer, as well as other characteristics that determine the affiliation of the purchased goods, work, services to a separate potential supplier, except for the following cases of public procurement for:

1) additional equipment, modernization and retrofitting of the main (installed) equipment, as well as installed software (licensed software);

2) acquisition of technical auxiliary (compensatory) means, cochlear implants, medicines and specialized therapeutic nutrition products, if they are purchased for use in patients with medical indications (individual intolerance, for vital reasons) established based on the results of medical consultations and medical genetic reports.

311. In the cases, stipulated by paragraph 40 of these Rules, the organization and holding of the auction shall be performed by a single organizer on the basis of the application for public procurement submitted by the customer, which shall be signed by the head of the customer or the person performing his duties, or the head of the central body's office or another official exercising the powers of the head of the office, or the head of the budget program, or the person performing his duties in the Kazakh and Russian languages, and containing information on the item of the annual plan, approved draft technical specifications, contract and eligibility requirements (if any), which are an integral part of the auction documentation, as well as the composition of the expert commission or the expert in the event of its creation (involvement) with the attachment of the documents confirming their qualifications.

### **Paragraph 3. Appointment and approval of the auction committee**

312. To implement the auction organizing and conducting procedures the organizer, the single organizer for each auction shall separately approve the auction committee and appoint the secretary of the auction committee.

313. The decision to establish an auction committee and appoint the secretary of the auction committee shall be adopted by the head of the organizer or the person acting in his/her capacity, or the head of the budget program, or the person acting in his/her capacity.

314. If the organizer is the customer himself/herself, directly or through his/her structural unit (official) in charge of the procedures for organizing and holding public procurement, the decision to establish an auction committee and appoint the secretary of the auction committee shall be adopted by the head of the customer or the person acting in his/her capacity, or the head of the staff of the central state body or another official exercising the powers of the head of the staff, or the head of the budget program, or the person acting in his/her capacity.

315. In the case of public procurement by a single organizer, the decision to establish an auction committee and appoint the secretary of the auction committee shall be adopted by the head or the person acting as the head of the single organizer.

316. To develop the technical assignment and (or) technical specifications for the purchased goods, the customer, if necessary, shall form an expert committee or engage an expert.

317. The members of the auction committee shall be the chairman and other members of the auction committee. The members of the auction committee shall process the applications and take part in voting without the right to be replaced, except for the presence of a person acting in his/her capacity.

318. The auction committee must in total consist of an odd number and no less than three members.

319. In the cases provided for in paragraphs 33, 35 and 36 of these Rules, the chairman of the auction committee shall be an official not lower than the deputy of the head of the organizer.

320. In the case provided for in paragraphs 32 and 34 of these Rules, the chairman of the auction committee shall be an official not lower than the deputy of the head of the customer.

321. In the absence of the chairman of the auction committee, the composition of the auction committee shall be re-approved. In this case, the chairman of the auction committee shall be an official not lower than the deputy head, and in his/her absence - the head.

322. In the absence of the chairman of the auction committee formed by the single organizer, the candidacy of the chairman of the auction committee shall be re-approved. In this case, the official acting as the head of the single organizer or the deputy head of the single organizer shall be determined as the chairman of the auction committee.

323. The chairman of the auction committee shall:

- 1) manage the activities of the auction committee;
- 2) perform other functions stipulated by these Rules.

324. The auction committee shall operate from the date of enactment of the decision on its establishment and shall cease its activities on the date of conclusion of the agreement.

325. The decision of the auction committee shall be adopted by voting via the web portal and shall be deemed adopted if a majority of votes from the total number of members of the auction committee are cast in favor of it.

In the event of a tie in votes, the decision voted for by the chairman of the auction committee shall be deemed adopted.

326. In the event of disagreement with the decision of the auction committee, any member of the given auction committee shall have the right to a dissenting opinion, which shall be attached to the minutes of admission to the auction and shall be posted on the web portal in the form of an electronic copy of the document.

327. In the absence of the signature of any auction committee member, with the exception of the signature of the chairman of the auction committee, the secretary of the auction committee shall post a document or information containing the reason for the absence of the signature in the relevant protocol of the auction committee on the web portal.

#### **Paragraph 4. Appointment of the secretary of the auction committee**

328. The organizational activities of the auction committee shall be ensured by the secretary of the auction committee. The secretary of the auction committee shall not be a member of the auction committee and shall not have the right to vote when the auction committee adopts decisions.

329. The secretary of the auction committee shall be appointed from among the officials of the structural unit of the organizer that ensures the public procurement organization and conduct.

330. In the event of public procurement by a single organizer, the secretary of the auction committee shall be appointed from among the officials of the single organizer.

331. The secretary of the auction committee shall:

- 1) form and post on the web portal the draft auction documentation;
- 2) post on the web portal an announcement of the auction, the minutes of the preliminary discussion of the draft auction documentation, the protocol of opening of the auction bids, the protocol of admission to the auction, the protocol on the results of public procurement by auction, as well as other documents on the web portal, if any;
- 3) post on the web portal the conclusion of the expert commission or the expert, if any;
- 4) perform other functions provided for by these Rules.

**Paragraph 5. Appointment and approval of the auction committee or an expert (if necessary)**

332. When organizing and holding an auction, the organizer or the customer acting in the same person shall, if necessary, form an expert committee or appoint an expert to prepare an expert opinion regarding the compliance of goods offered by potential suppliers with the technical specification, which is an integral part of the auction documentation.

333. In the cases provided for in paragraph 40 of these Rules, the customer shall approve an expert committee or an expert to prepare an expert opinion regarding the compliance of goods offered by potential suppliers with the technical specification, which is an integral part of the auction documentation.

334. The decision to establish an expert committee or to engage an expert shall be made by the head of the organizer, or the person performing his/her duties, or the head of the budget program, or the person performing his/her duties.

In the cases provided for in paragraph 40 of these Rules, the decision to establish an expert committee shall be made by the head of the customer, or the person acting as his/her duties, or the head of the budget program, or the person performing his/her duties.

335. Before the start of the auction, the members of the auction committee, the secretary of the auction committee, as well as the expert committee or expert shall familiarize themselves with the approved draft auction documentation and appendices thereto.

336. The members of the expert committee shall be the chairman, deputy chairman and other members of the expert committee. In the absence of the chairman, his functions shall be performed by the deputy chairman. The expert committee shall in total consist of an odd number, with at least three members.

337. When organizing and holding an auction, the expert committee or the expert shall provide an expert opinion on the compliance of goods offered by potential suppliers at the

auction with the requirements of the auction documentation and shall not have the vote right when the auction committee adopts a decision.

338. The opinion of the expert committee or the expert shall be taken into account by the auction committee, only if it is drawn up within the requirements stipulated by the auction documentation. The expert opinion shall be signed by the members of the expert committee or the expert in the event of an expert appointed without the creation of an expert committee and shall be attached to the protocol on admission to participation in the auction on the web portal in the form of an electronic copy of the document certified by the electronic digital signature of the secretary of the auction committee.

Documents must be attached to the expert's report confirming the expert's qualifications (diploma of education, certificate, diploma or other document).

339. The expert committee shall determine the compliance of goods offered by potential suppliers at the auction with the requirements of the auction documentation by open voting and the decision shall be deemed adopted if the majority of votes of the total number of members of the expert committee are cast for it.

340. In the event of a tie, the decision voted for by the chairman of the expert committee or, in his/her absence, the deputy chairman shall be deemed adopted.

341. In the event of disagreement with the conclusion of the expert committee, any member of this expert committee shall have the right to a dissenting opinion, which shall be attached to the conclusion of the expert committee and posted on the web portal.

342. In the absence of the signature by any member of the expert committee to the relevant expert conclusion, the secretary of the auction committee shall post on the web portal a document or information containing the reason for the absence of the signature.

#### **Paragraph 6. Approval of draft auction documentation and posting it on the web portal**

343. To determine the terms and procedure for holding the auction the organizer or the single organizer shall generate auction documentation on the web portal in Kazakh and Russian, in accordance with Appendix 18 to these Rules, and coordinate it with the customer, except for cases when:

- 1) the customer and the organizer are the same person;
- 2) public procurement by auction held by a single organizer.

344. The draft auction documentation developed by the organizer shall be approved by the customer's top manager or the person performing his/her duties, or the head of the budget program, or the person performing his/her duties.

345. The draft auction documentation developed by the single organizer, determined in accordance with paragraph 40 of these Rules, shall be approved by the top manager of the single organizer or the person performing his/her duties.

346. The draft auction documentation developed and approved by the single organizer shall contain draft technical specifications, contracts, which are an integral part of the auction documentation, and the membership of the expert committee or expert (if any).

**Paragraph 7. Notice of an auction**

347. No later than three working days from the date of approval of the draft auction documentation the organizer shall post on the web portal the text of the announcement of the public procurement by auction, as well as the approved auction documentation or draft auction documentation.

348. The final date for filing applications for the auction by potential suppliers shall be no less than five working days from the date of posting the minutes of the preliminary discussion of the draft auction documentation and the text of the approved auction documentation.

349. Before the deadline for filing applications for participation in the auction by potential suppliers the customer may make changes to the auction documentation on its own initiative. In such cases, the auction documentation shall be subject to preliminary discussion in the manner determined by these Rules.

350. In the event of repeated public procurement by auction, the organizer shall, no less than three working days before the final date for filing applications for the auction, post on the web portal the text of the announcement of the repeated public procurement by auction, provided that the auction documentation of the failed auction remains unchanged, with the exception of an extension of the term for the execution of the public procurement contract in connection with the repeated public procurement.

351. In the event of amendments and (or) additions to the auction documentation, public procurement shall be conducted in accordance with paragraph 347 of these Rules.

**Paragraph 8. Preliminary discussion and posting of the minutes of the preliminary discussion of the draft auction documentation on the web portal**

352. Preliminary discussion of the draft auction documentation by potential suppliers shall be a mandatory condition for approval of the auction documentation, except in cases of public procurement of information that constitutes state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets, and (or) contains official information of limited distribution.

353. Comments on the draft auction documentation, as well as requests for clarification of the auction documentation provisions may be sent by potential suppliers via the web portal to the customer, organizer, single organizer no later than two working days from the date of posting the announcement of public procurement.

354. In the absence of comments or requests for clarification of the auction documentation provisions to the draft auction documentation within two working days from the date of

posting the announcement of the public procurement, the auction documentation shall be considered approved.

355. In the presence of comments or requests for clarification of the auction documentation provisions the customer, organizer, or single organizer shall take the following decisions within two working days from the date of expiration of the term for preliminary discussion of the draft auction documentation:

- 1) to make changes and/or additions to the draft auction documentation;
- 2) to reject comments on the draft auction documentation, indicating the reasons for their rejection;
- 3) to provide clarification of the auction documentation provisions.

In the event of changes and/or additions to the draft auction documentation, a decision shall be made to approve the amended auction documentation on the web portal in the manner established by paragraphs 352 and 353 of these Rules.

From the date of adoption of the decisions specified in subparagraphs 2) and 3) of this paragraph, the auction documentation shall be considered approved.

356. No later than one working day from the date of approval of the auction documentation the organizer, the single organizer shall post on the web portal the minutes of the preliminary discussion of the draft auction documentation in the form of Appendix 19 to these Rules.

The minutes of the preliminary discussion of the auction documentation shall be posted on working days during working hours (from 09:00 to 18:00 Astana time).

In this case, applications shall be accepted on the next working day (from 09:00 Astana time) after the day of posting the preliminary discussion minutes.

357. In the event of amendments and (or) additions to the draft auction documentation, in accordance with subparagraph 1) of paragraph 355 of these Rules, the organizer, the single organizer shall post together with the minutes of the preliminary discussion of the auction documentation the approved text of the auction documentation, with automatic notification of potential suppliers-participants of the web portal who received the draft auction documentation.

358. The minutes of the preliminary discussion of the draft auction documentation shall contain information on the comments received on the draft auction documentation and the decisions made on them.

359. The minutes of the preliminary discussion of the draft auction documentation shall be signed by the top manager of the customer or the person performing his/her duties, or the head of the budget program, or the person performing his/her duties.

360. In the case of public procurement by a single organizer, the minutes of the preliminary discussion of the draft auction documentation shall be signed by the top manager of the single organizer.

In the cases provided for in paragraphs 33, 35 and 36 of these Rules, the minutes of the preliminary discussion of the draft auction documentation shall be signed by the top manager of the organizer or the person performing his/her duties, or the head of the budget program, or the person performing his/her duties.

361. In response to requests or comments from potential suppliers, the organizer shall make changes and/or additions to the auction documentation.

The introduction of changes and/or additions to the auction documentation shall be approved in the manner established by paragraph 357 thereof.

362. In response to requests or comments from potential suppliers the single organizer shall make changes and/or additions to the draft auction documentation, with the exception of changes and/or additions to the draft technical specifications, contract and eligibility requirements (if any), which are an integral part of the auction documentation. The introduction of changes and/or additions to the auction documentation, with the exception of changes and/or additions to the draft technical specifications and the contract, which are an integral part of the auction documentation, shall be approved by the single organizer in the manner established by paragraph 357 thereof.

363. In the event of a decision to amend and/or supplement the draft technical specifications or contract that are an integral part of the auction documentation, the customer shall send the approved decision to the single organizer no later than three working days from the date of expiration of the term for preliminary discussion of the draft auction documentation.

364. On the basis of the decision approved by the customer to amend and/or supplement the draft technical specifications or contract that are an integral part of the auction documentation, the single organizer shall amend and/or supplement the draft technical specifications, contract and eligibility requirements (if any) that are an integral part of the auction documentation.

365. In the event of a decision to reject comments on the draft auction documentation, in accordance with subparagraph 2) of paragraph 355 of these Rules, a detailed reason for their rejection shall be indicated in the minutes of the preliminary discussion of the draft auction documentation.

366. Upon receipt of requests from potential suppliers for clarification of the auction documentation provisions via the web portal, in accordance with subparagraph 3) of paragraph 355 of these Rules, the text of the clarification of the auction documentation provisions shall be automatically posted on the web portal in the minutes of the preliminary discussion of the draft auction documentation.

367. In the case provided for in paragraph 40 of these Rules, clarification of the provisions and (or) in the event of rejection of comments and requests on the draft technical specifications, contract and eligibility requirements (if any), which are an integral part of the auction documentation, shall be made by the customer.



The text of the clarification of the provisions of the draft technical specifications, contract and eligibility requirements (if any), which are an integral part of the auction documentation shall be reflected in the minutes of the preliminary discussion of the draft auction documentation.

**Paragraph 9. Submission of auction documentation or draft auction documentation to potential suppliers**

368. From the date of posting the announcement of the auction, all interested parties shall be afforded an opportunity of receiving the auction documentation or the draft auction documentation free of charge on the web portal.

369. It shall not be permitted to provide the auction documentation or the draft auction documentation until the moment of notification of the auction on the web portal.

**Paragraph 10. Content and submission of bids for participation in the auction**

370. A bid for participation in the auction shall be filed in the form of an electronic document via the web portal before the deadline for filing it specified in the auction documentation and shall be a form of expression of a potential supplier's consent with the requirements and conditions established by the auction documentation, as well as consent of a potential supplier to receive information about him confirming compliance with the eligibility requirements and restrictions established by Article 7 of the Law.

371. A bid for participation in the auction, filed to the organizer, the single organizer by a potential supplier willing to participate in the auction shall contain the documents listed in the auction documentation, and shall also contain confirmation by the potential supplier:

- 1) of the absence of restrictions stipulated by Article 7 of the Law;
- 2) of the absence of relations between him and the customer, the organizer or the single organizer prohibited by the Law.

372. A bid for participation in the auction shall be deemed accepted as soon as the web portal automatically sends a corresponding notification to the potential supplier who has filed the auction application.

373. A potential supplier shall file only one bid for participation in the auction.

374. A potential supplier's bid for participation in the auction shall be subject to automatic rejection by the web portal in the following cases:

- 1) the potential supplier has previously filed a bid for participation in this auction;
- 2) the bid for participation in the auction was received by the web portal after the final deadline for accepting applications for this auction;
- 3) the starting price exceeds the amount allocated for the purchase of these goods;
- 4) provided for in subparagraphs 1), 3), 4), 5), 6), 7), 8) 9) and 13) of paragraph 1 of Article 7 of the Law.

The validity term of the bid for participation in the auction filed by a potential supplier shall be at least sixty calendar days from the date of opening of the bids for participation in the auction, and must correspond to the required period established by the auction documentation.

**Note!**

Paragraph 10 shall be supplemented with paragraph 374-1 pursuant to the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

375. The potential supplier's bid for participation in the auction shall be automatically registered on the web portal.

376. If necessary, a potential supplier may change or withdraw its bid for participation in the auction at any time before the deadline expiry for filing applications for the auction, without forfeiting the right to a refund of the security it has paid for its application for the auction.

377. Withdrawal of a bid for participation in the auction after the deadline for filing it shall not be permitted.

378. It shall not be permitted to make changes and/or additions to the bids for participation in the auction after the deadline for filing them has expired.

379. A potential supplier may submit individual documents required in accordance with the auction documentation, obtained by contacting state information systems and/or state databases, or by filling out an electronic form using the web portal.

**Paragraph 11. Opening of bids for participation in the auction**

380. The opening of bids for participation in the auction is performed by the web portal automatically within five minutes from the expiration of the final deadline for filing applications for participation in the auction.

381. If only one bid for participation in the auction (lot) was submitted to the auction (lot), such bid shall also be opened and considered in accordance with these Rules.

382. The protocol of opening bids for participation in the auction shall be posted by the web portal automatically on the day of opening in accordance with Appendix 20 to these Rules. In this case, the web portal shall send automatic notifications to the members of the auction committee, potential suppliers who have submitted a bid for participation in the auction.

383. Potential suppliers who have submitted a bid for participation in the auction, after the opening protocol is posted shall be afforded an opportunity of viewing of the bids for participation in this auction of other potential suppliers, with the exception of starting prices.

**Paragraph 12. Processing of bids for participation in the auction**

384. Via the web portal the auction committee shall process the bids for participation in the auction in order to identify potential suppliers that meet the eligibility requirements and the requirements of the auction documentation, and shall decide on the admission of potential suppliers to bidding in the auction (recognize them as auction participants).

385. When processing the bids for participation in the auction for compliance of potential suppliers with the eligibility requirements and the requirements of the auction documentation, the auction committee:

1) via the web portal shall request materials and explanations from potential suppliers in connection with their bids in order to simplify the review, assessment and comparison of bids for participation in the auction;

2) in order to clarify the information contained in the bids for participation in the auction, shall request the necessary information in writing and (or) in the form of an electronic document from the relevant individuals or legal entities, state bodies;

3) review the potential suppliers' bids for participation in the auction for compliance with the eligibility requirements and the requirements of the auction documentation;

4) identify potential suppliers that meet and/or do not meet the eligibility requirements and requirements of the auction documentation.

Sending a request or other actions by the auction committee related to supplementing the bid for participation in the auction with missing documents, replacing documents filed in the bid for participation in the auction, or bringing improperly executed documents into compliance shall not be permitted.

386. No later than one working day from the date of opening of the auction bids, the secretary of the auction committee shall provide for consideration by the expert committee or expert, if one (he) is created (engaged), the technical specifications for the goods proposed by potential suppliers in the bid in order to determine their compliance with the requirements of the auction documentation.

387. In the absence of a signature by any member of the auction committee to the relevant protocol of admission to the auction, the secretary of the auction committee shall post on the web portal a document or information containing the reason for the absence of the signature.

388. In order to clarify the compliance of potential suppliers with the eligibility requirement of their non-involvement in the bankruptcy or liquidation procedure, the auction committee shall review the information posted on the Internet resource of the authorized body exercising control over the bankruptcy or liquidation procedures.

389. A potential supplier shall not be admitted to the auction (recognized as an auction participant) if:

1) it is determined as not meeting the eligibility requirements and requirements of the auction documentation on the grounds specified by the Law and these Rules;

2) it has restrictions related to participation in public procurement specified in Article 7 of the Law.

390. If a potential supplier is not admitted to the auction on the grounds specified in Article 7 of the Law, then the protocol on the results of public procurement by auction shall indicate the reasons for rejecting the application for participation in the auction of such a potential supplier, indicating the supporting information and documents that served as the ground for the rejection.

391. On the results of reviewing the bid for participation in the auction, the auction committee shall:

1) identify potential suppliers who meet the eligibility requirements and the requirements of the auction documentation, and recognize them as auction participants;

2) within three working days from the date of the final deadline for potential suppliers to file applications for the auction, draw up a protocol on admission to the auction, in accordance with Appendix 21 to these Rules.

392. The protocol on admission to the auction shall contain the following information:

1) on requests from the auction committee in accordance with paragraph 391 of these Rules;

2) on potential suppliers whose bids for the auction were rejected, with a detailed description of the reasons for their rejection, including an indication of information and documents confirming their non-compliance with the eligibility requirements and the requirements of the auction documentation.

393. The protocol on admission to the auction shall be signed on the web portal by all members of the auction committee and shall be posted by the secretary of the auction committee on the web portal on the day the decision is made, with automatic notification of all potential suppliers who have submitted bids for participation in the auction.

394. A potential supplier shall not be admitted to the auction (cannot be recognized as an auction participant) if:

1) it was determined as not meeting the eligibility requirements on the following grounds:  
failure to submit electronic copies of permits (notifications) or permits (notifications) in the form of an electronic document, received (sent) in accordance with the legislation of the Republic of Kazakhstan on permits and notifications, information about which is confirmed in the information systems of state bodies. In the absence of information in the information systems of state bodies, the potential supplier shall provide a notarized copy of the relevant permit (notification), received (sent) in accordance with the legislation of the Republic of Kazakhstan on permits and notifications;

presence of tax arrears exceeding six times the monthly calculation indicator established for the relevant financial year by the law on the republican budget, as well as non-compliance with financial stability determined by the web portal automatically based on information from state revenue authorities;

presence of wage arrears to employees, determined automatically through the information system of the authorized state body for labor;

failure to submit, or submission of incomplete information on qualifications in accordance with Appendix 5 to the auction documentation;

the fact of submission of false information on eligibility requirements has been established;

is subject to bankruptcy or liquidation proceedings;

2) if its application for participation in the auction is determined to be inconsistent with the requirements of the auction documentation on the following grounds:

failure to submit technical specifications;

submission by a potential supplier of technical specifications that do not meet the requirements of the auction documentation, as well as failure to provide documents required by the technical specifications;

failure to provide a security for the auction bid in accordance with the requirements of the auction documentation and these Rules;

the fact of false information on the requirements of the auction documentation was established;

3) restrictions related to participation in public procurement, provided for in Article 7 of the Law. For restrictions related to participation in public procurement, provided for in subparagraphs 1), 3), 4), 5), 6), 7), 8) 9) and 13) of paragraph 1 of Article 7 of the Law, the auction application of a potential supplier is subject to automatic rejection by the web portal. For restrictions related to participation in public procurement, provided for in subparagraphs 10), 11) and 12) of paragraph 1 of Article 7 of the Law, the auction committee shall review information on the Internet resources of the relevant authorized bodies.

395. The expert committee or the expert, within the timeframes established by the chairman of the auction committee, but no later than the deadline for considering bids for participation in the auction shall:

1) consider and study within their competence the completeness of the documents filed by potential suppliers to confirm the compliance of the goods offered by them with the requirements of the auction documentation;

2) prepare, sign and submit an expert opinion on the compliance or non-compliance of the goods offered by potential suppliers with the technical specification, which is an integral part of the auction documentation, to the secretary of the auction committee.

396. The expert opinion shall be signed and initialed page by page by all experts, except in cases when an expert expresses a dissenting opinion.

After receiving the expert opinion, the secretary of the auction committee shall post the expert opinion on the web portal and send notifications to all members of the auction committee via the web portal. The auction committee shall consider the auction applications factoring in the expert opinion.

### **Paragraph 13. Conduct of an auction**

397. The auction shall be held on the web portal on the day and time specified in the protocol on admission to the auction.

The day of the auction shall be the working day following the posting of the protocol on admission to the auction.

The start time of the auction shall be set no later than 18:00 Astana time.

398. The auction shall be held by reducing the current price quotation starting from the lowest starting price of the bidder for the procurement of the goods that are the subject of the auction, by the auction step.

399. The auction step shall be from half a percent to five percent of the lowest starting price of the auction participant for the procurement of the goods that are the subject of the auction.

400. During the auction, the bidders shall be assigned a number depending on the date and time of filing the auction applications.

401. The date and time of filing bids from potential suppliers for participation in the auction shall be recorded in the auction protocol.

402. During the auction the bidders shall submit a price quotation for the goods that are the subject of the auction, providing for a reduction of the current minimum bid by an amount within the auction step.

At the same time, the single operator shall ensure the confidentiality of potential suppliers until the expiry of the auction term.

403. During the auction, any auction participant shall have the right to submit a price quotation for the goods that are the subject of the auction, reduced from the lowest opening price of the auction participant for the procurement of the goods that are the subject of the auction, regardless of the auction step, provided that there is no current minimum bid.

404. An auction participant shall not have the right to submit a price quotation for the goods that are the subject of the auction, lower than the current minimum bid for the price of the goods that are the subject of the auction, if such a bid for the price of the goods that are the subject of the auction has been submitted by the same auction participant.

405. The time for accepting quotations from the auction participants on the price of the goods that are the subject of the auction is thirty minutes from the start of the auction, and also ten minutes after the receipt of the last price quotation on the goods that are the subject of the auction. If no lower price quotations for the goods that are the subject of the auction were received during the specified time, the auction shall end.

406. The protocol on the results of public procurement by auction is automatically generated and posted on the web portal on the day of the end of the auction in the form of Appendix 22 to these Rules.

The protocol on the results of public procurement by auction shall contain information on determining the winner based on the lowest price.

407. If the starting price offered for the goods that are the subject of the auction is equal to the starting price offered by another auction participant, the lowest starting price shall be recognized as the starting price of the goods that was received before other bids.

408. If, within thirty minutes after the start of the auction, none of the bidders has submitted a price quotation on the goods that are the subject of the auction, the potential supplier whose starting price is the lowest shall be recognized as the potential supplier who has taken first place in the auction.

409. If only one application from a potential supplier has been submitted for the auction which, following consideration by the auction committee was recognized as compliant with the eligibility requirements and the requirements of the auction documentation, such public procurement by auction in accordance with paragraph 2 of Article 15 of the Law shall be recognized as having taken place and the web portal shall automatically generate and post a protocol on the results of public procurement by auction on the day of completion of consideration of the application of a potential supplier recognized as compliant with the eligibility requirements and (or) the requirements of the auction documentation, with simultaneous notification by e-mail of all members of the auction committee and the potential supplier who filed an application to participate in the auction.

### **Chapter 13. Procedure for public procurement by request for quotations Paragraph 1. Grounds for public procurement by request for quotations**

410. Public procurement by request for quotations shall be carried out for homogeneous goods, works, services, if the annual volumes of such homogeneous goods, works, services in value terms do not exceed eight thousand times the monthly calculation indicator established for the relevant financial year by the law on the republican budget. In this case the price shall be the decisive condition.

It shall not be allowed for the purposes of applying the method of requesting price proposals to split the annual volume of public procurement of similar goods, works, services during the financial year into parts, the size of one of which is less than that provided for in the first part of this paragraph.

### **Paragraph 2. Notice on public procurements by request for quotations**

411. At least two working days before the end of the deadline for filing price quotations, the organizer shall post on the web portal in the Kazakh and Russian languages the following information on the public procurement conducted by means of requesting price quotations:

- 1) the quantity of goods, volumes of work performed, services rendered, which are the subject of the public procurement conducted, indicating the allocated amounts;
- 2) a brief description of the procured goods, works, services;
- 3) place of delivery of goods, performance of works, provision of services;

- 4) required terms of delivery of goods, performance of works, provision of services;
- 5) the start and end dates for filing price quotations by potential suppliers;
- 6) a draft contract indicating the technical specification.

Customers in this instance shall develop a technical specification indicating national standards, and in the absence of them, interstate standards for the procured goods, works, services. In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the procured goods, works, services shall be indicated with regard to the public procurement standardization.

In this case, a brief description of the procured goods shall contain a requirement for suppliers to provide documents confirming the compliance of the supplied goods with the requirements established by technical regulations, provisions of standards or other documents in accordance with the legislation of the Republic of Kazakhstan on technical regulation.

412. The information posted, as provided for in paragraph 411 of these Rules, may not contain references to trademarks, service marks, company names, patents, utility models, industrial designs, the name of the place of origin of the goods and the name of the manufacturer, as well as other characteristics that determine the ownership of the procured goods, work, services by a separate potential supplier, with the exception of the following cases of public procurement for:

- 1) additional equipment, modernization and upgrade of the main (installed) equipment, as well as installed software (licensed software);
- 2) determination of the service provider for the provision of goods on lease and, if necessary, a detailed description of the leased item;
- 3) repair and (or) technical maintenance of the customer's existing goods;
- 4) acquisition of technical auxiliary (compensatory) means, cochlear implants, medicines and specialized therapeutic nutrition products, if they are purchased for use in patients with medical indications (individual intolerance, for vital indications) established on the results of medical consultations and medical-genetic reports;
- 5) acquisition of homogeneous goods presented and available in the market, the cost of which does not exceed a thousand times the monthly calculation indicator established for the relevant financial year by the law on the republican budget.

### **Paragraph 3. Submission of price quotations by potential suppliers**

413. A potential supplier shall submit only one price quotation containing the information stipulated by these rules, and no changes and/or additions shall be allowed.

Potential suppliers may withdraw their submitted price quotations before the deadline for submitting them. However, they may resubmit price offers with changes made before the deadline for filing them.



414. Submission of a price quotation by a potential supplier is a form of expression of its consent to supply goods, perform work, or render services in compliance with the terms stipulated in the draft contract and technical specifications.

415. The price quotation of a potential supplier shall include all the expenses related to the supply of goods, performance of work, and rendering of services.

416. The price quotation shall be submitted by the potential supplier via the web portal to the organizer before the end of the deadline for accepting price quotations specified in the announcement, according to the form of Appendix 23 to these Rules.

417. The price quotation shall be considered accepted after the web portal automatically sends a corresponding notification to the potential supplier who filed the price quotation.

418. Security for a bid for public procurement by means of a request for price quotations shall be provided in the manner and amount stipulated by Chapter 7 of these Rules.

In this case, security for a bid for public procurement by request for price quotations by way of a bank guarantee shall be provided by the potential supplier in the form of an electronic document according to Appendix 24 to these Rules.

#### **Paragraph 4. Matching of price quotations and tallying the results of public procurement by request for quotations method**

419. Upon expiry of the deadline for submitting price quotations, the web portal will automatically match the price quotations and tally the results of public procurement by request for price quotations method.

420. The potential supplier who offered the lowest price quotation shall be declared the winner.

421. The potential supplier who took second place shall be determined based on the price following the lowest price quotation.

422. If the lowest price quotation is submitted by several potential suppliers, the potential supplier whose price quotation was received earlier than the price quotations of other potential suppliers shall be declared the winner.

423. Negotiations between the organizer and the potential supplier regarding their price quotation shall not be permitted via the web portal or by other means without using the web portal.

424. If during the term for submitting price quotations only one price quotation from a potential supplier was submitted, such public procurement shall be automatically recognized as failed by the web portal, and the organizer shall conduct public procurement by the single-source method from the potential supplier who has submitted this price quotation. In this case, the price of the concluded contract must not exceed the price quotation of the potential supplier.

425. If no price quotations from potential suppliers were submitted within the term for submitting price quotations, such public procurement shall be automatically recognized as

failed by the web portal, and the organizer shall conduct repeat public procurement by request for price quotation method.

426. A price quotation from a potential supplier shall be automatically rejected by the web portal in the following cases:

- 1) if it exceeds the amount allocated for the procurement of these goods, works, services;
- 2) provided for in subparagraphs 1), 3), 4), 5), 6), 7), 8) 9) and 13) of paragraph 1 of Article 7 thereof.

Rejection of price quotations on other grounds shall not be permitted.

427. If after the web portal has automatically rejected price quotations on the grounds referred to in paragraph 433 of these Rules, there are less than two price quotations left from potential suppliers, such public procurement shall be recognized as failed, and the organizer shall conduct repeat public procurement by request for price quotations method.

428. The protocol on the results of public procurement by request for price quotations method shall be posted on the web portal automatically after they have been tallied in accordance with the form of Appendix 25 to these Rules.

#### **Chapter 14. Procedure for public procurement through an e-shop**

429. Public procurement through the e-shop shall be conducted in real time. In this case, the subject of public procurement through the e-shop is the goods.

430. Public procurement through the e-shop shall be conducted on the basis of the annual public procurement plan, using the electronic catalog of goods formed by the single operator.

431. Public procurement through an e-shop shall be conducted through an order, which must contain the following information:

- 1) the brand and quantity of goods that are the subject of public procurement, indicating the allocated amounts;
- 2) the full description of the procured goods;
- 3) the place of delivery of the goods and the terms of delivery of the goods;
- 4) the required terms of delivery of the goods;
- 5) related services.

In this case, confirmation of the order by the potential supplier is a form of expression of his consent to deliver the goods in compliance with the conditions stipulated in the order and the standard draft contract.

432. Public procurement through an e-shop shall be conducted for similar goods, the annual volume of which does not exceed four thousand times the amount of the monthly calculation indicator established for the relevant financial year by the law on the republican budget.

It shall not be allowed, for the purposes of applying the method through an e-shop, to split the annual volume of public procurement of similar goods during a financial year into parts, the size of one of which is less than that provided for in the first part of this paragraph.

Note!

Chapter 14 shall be supplemented with paragraph 432-1 in accordance with the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

Note!

Paragraph 433 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

433. Public procurement through an e-store shall be conducted in the following sequence:

- 1) the customer selects a product in the e -store that meets his requirements and places an order for the procurement of such a product;
- 2) the potential supplier who has posted information about the products and their prices in the e-store decides to confirm or reject the order;
- 3) if the potential supplier confirms the order, the public procurement contract is concluded through the web portal.

434. Placing an order for the commodity selected by the customer is allowed if there are at least two valid price quotations from two potential suppliers that do not have the restrictions stipulated by paragraph 442 of these Rules.

In this case, the commodity becomes available for placing an order in the e-shop three working days after the date of posting information on the commodity in the e-shop.

Note!

Paragraph 435 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

435. The e- store automatically matches price quotations from potential suppliers and sends the order to the potential supplier, whose commodity price is the lowest, taking into account the cost of delivery of the commodity to the destination.

If the customer making public procurement through an e-shop chooses the self-pickup of the commodity, the e-shop automatically matches price quotations from potential suppliers and sends the order to the potential supplier whose commodity price is the lowest without taking into account the cost of delivery of the product to the destination.

Note!

Chapter 14 has been supplemented with paragraphs 435-1, 435-2, 435-3 in accordance with the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

436. The order shall be confirmed by the potential supplier within 3 (three) hours from sending the notification during working hours on working days (from 09:00 to 18:00 Astana time). If the notification of order confirmation was sent after 15:00 Astana time, the counting stops at 18:00. The remaining time for order confirmation shall resume from 09:00 Astana time of the next working day.

437. If the potential supplier confirms the order, such potential supplier shall be recognized the winner.

438. The customer shall have the right to select several types of jointly used goods included in one category of the e-shop in one order on the e-shop, which are included in a combined lot and the potential supplier who offers the lowest total cost of the goods in the order shall be recognized the winner.

**Note!**

Paragraph 439 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

439. Based on the results of public procurement through the e-shop:

1) the customer, in the manner and within the timeframes determined by the Law and these Rules, shall conclude a standard contract via the web portal in accordance with paragraph 1 of Chapter 18 of these Rules.

In this case the technical specification, which is an annex to the contract, shall be formed on the basis of all technical characteristics of the goods, including photographs posted in the e-shop;

2) a report is automatically generated, which records the public procurement process, including information on potential suppliers who have posted information on goods and their prices in the e-shop. The report on public procurement through the e-shop shall be generated according to the form of Appendix 26 to these Rules. In this case, the report information is updated automatically by the web portal as the status of public procurement changes, including the contract execution status.

440. It shall not be allowed to indicate in one order the goods, the financing of which is provided for in different financial periods.

**Note!**

Paragraph 441 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

441. If an order is confirmed by several potential suppliers with identical price quotations, the winner shall be the potential supplier whose price quotation was placed earlier than the price quotations of other potential suppliers.

**Note!**

Paragraph 442 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

442. The price quotation of a potential supplier is subject to automatic rejection in the e-shop in the following cases:

1) if the cost of the goods exceeds the amount allocated for the procurement of these goods;

2) provided for in subparagraphs 3), 4), 5), 6) and 8) of paragraph 1 of Article 7 of the Law;

3) the price quotation of a potential supplier is recognized as a dumping price in accordance with paragraph 99 of these Rules;

4) failure of the potential supplier to provide the security of application for participation in procurement through the e-shop.

Rejection of price quotations on other grounds shall not be permitted.

**Note!**

Paragraph 443 is worded as amended by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (enacted on 01.01.2025).

443. If the potential supplier refuses or fails to confirm the order or fails to provide the bid security within the established period, the order is automatically sent to the potential supplier, whose commodity price is the next lowest price, taking into account the cost of delivery of the commodity to the destination.

444. If the order is not confirmed by any of the potential suppliers within two working days, the public procurement through the e-shop shall be recognized invalid.

445. In case of recognition of public procurement through the e-shop as invalid, the customer shall make one of the following decisions:

1) to conduct public procurement through the e-shop again;

2) to conduct public procurement by other competitive methods determined by Article 10 of the Law.

446. The requirements for providing contract execution security shall not apply to suppliers under contracts, the value of which does not exceed five hundred times the monthly calculation indicator established for the relevant financial year by the law on the republican budget.

## **Chapter 15. Specifics of public procurement of services under the state social order**

447. The procedure for public procurement of services stipulated under the state social order shall be applied by customers that are state bodies, state institutions and state enterprises on the operational management basis.

448. Public procurement of services stipulated under the state social order shall be conducted through the web portal in accordance with the Law and these Rules, with the exception of the rules establishing qualification requirements, as well as regulating the procedures and terms of public procurement provided for by these Rules.

449. Tender documentation for public procurement of services stipulated under the state social order shall be prepared in Kazakh and Russian in accordance with Appendix 4 to these Rules, taking into account the specifics provided for in this Chapter.

450. Public procurement of services stipulated under the state social order shall be conducted with regard to the requirements of the legislation of the Republic of Kazakhstan in the field of state social services commissioning.

451. Non-governmental organizations of the Republic of Kazakhstan, operating in accordance with their statutory goals in the areas stipulated by Article 5 of the Law of the Republic of Kazakhstan “On the state social commissioning, state commissioning of strategic partnerships, grants and awards for non-governmental organizations in the Republic of Kazakhstan”, shall participate in the tender for the state social services commissioning.

452. In the case of public procurement of services stipulated under the state social order, the following eligibility requirements shall not apply to potential suppliers:

1) solvency;

2) availability of material and labor resources sufficient to fulfill obligations under the contract.

The norm provided for in subparagraph 2) of this paragraph shall not apply to potential suppliers participating in tenders for public procurement of services under state social order for a period of more than one financial year.

453. In the case of public procurement of services under the state social order for a period of more than one financial year, in addition to the requirements provided for by the Law and these Rules, the tender documentation shall contain a description of and requirements for the material and technical facilities of the potential supplier.

454. At least three working days from the date of the tender documentation approval, but no less than five working days before the final date for submitting tender bids by potential suppliers, the organizer shall post on the web portal the text of the announcement of the public procurement of services under state social order.

455. In the event of repeated public procurement of services under the state social order the organizer shall post the text of the announcement of the repeated public procurement under state social order on the web portal no less than three working days before the final date for filing tender applications.

456. The opening of bids for public procurement of services under state social order shall be carried out by the web portal automatically upon the date and time of the final submission of applications specified by the organizer in the tender documentation.

457. The protocol of opening bids for public procurement of services under the state social order shall be posted on the web portal automatically on the day of opening in accordance with Appendix 27 to these Rules.

458. The tender committee shall review the bids for public procurement of services under the state social order through the web portal for their compliance with the requirements of the tender documentation within five working days from the date of opening of applications for the tender.

459. When considering the bids for public procurement of services under the state social order for a period of more than one financial year, the tender committee shall reject the bid if the tender application of a potential supplier does not meet the requirements of the tender documentation, including those specified in paragraph 453 of these Rules.

460. In public procurement of services under the state social order, the organizer shall envisage the following criteria in the tender documentation for evaluating the bids submitted by potential suppliers:

1) compliance of the project proposed by the potential supplier with the requirements of the technical specification of the Customer;

2) compliance of the goal of the potential supplier's activities (in accordance with the constituent documents) with the procured services of the Customer and the areas stipulated by Article 5 of the Law of the Republic of Kazakhstan “On the state social commissioning, state commissioning of strategic partnerships, grants and awards for non-governmental organizations in the Republic of Kazakhstan”;

3) information on the presence of the potential supplier in the “Database of non-governmental organizations”;

4) availability of work experience of the potential supplier;

5) experience and qualifications of specialists involved in the implementation of the social project and (or) social program;

6) in case of the project implemented at the expense of the local budget - the work experience of the non-governmental organization in the relevant region.

The points on the criteria provided for in subparagraphs 1), 2), 3), 4) and 6) of this paragraph shall be calculated in accordance with Appendix 21 to the tender documentation.

461. Potential suppliers, whose tender bids scored 0 (zero) points for one of the criteria, specified in subparagraphs 1), 2) and 3) of paragraph 460 of these Rules, shall not be admitted to the tender, regardless of the total number of points scored.

462. When processing the bids for participation in public procurement of services under the state social order the tender committee shall:

1) identify potential suppliers, who meet the requirements of the tender documentation and recognize them as tender participants;

2) calculate points for evaluating the bids for the tender submitted by potential suppliers, as provided for in paragraph 460 of these Rules;

3) apply a conditional price reduction to the tender price quotations of potential suppliers admitted to the tender depending on the number of points assigned by the tender committee for evaluating the tender bids, as provided for in paragraph 460 of these Rules;

4) draw up a protocol on the results (number of the procurement on the state social order) of public procurement of services stipulated under the state social order, in accordance with Appendix 28 to these Rules.

463. The points awarded by the tender committee for all criteria are automatically summed up by the web portal, based on which the potential supplier is given a final assessment of its technical specification, expressed in points.

464. A potential supplier, whose tender bid has a final assessment of less than 9 points, shall not be allowed to participate in the tender.

465. In the event that a potential supplier fails to submit documents confirming the criteria , stipulated by paragraph 460 of these Rules, the tender committee shall not calculate the corresponding points for assessing their technical specifications.

466. The conditions proposed by potential suppliers for assessing their technical specifications shall be included in the contract.

467. The following conditional reduction of tender quotations shall be applied to potential suppliers admitted to the tender upon assessment of their compliance with the requirements of the tender documentation and assessment of their technical specifications:

1) if the final assessment of a potential supplier's bid is from 12 to 17 points inclusive, then the potential supplier's price quotation shall be conditionally reduced by 10%;

2) if the final assessment of a potential supplier's bid is from 18 to 23 points inclusive, then the price quotation of the potential supplier shall be conditionally reduced by 20%;

3) if the final assessment of a potential supplier's bid is from 24 to 28 points inclusive, then the competitive price quotation of the potential supplier shall be conditionally reduced by 30%.

468. The tender committee shall calculate the points, stipulated by paragraph 460 of these Rules for each potential supplier who has submitted a tender bid, including when one bid has been submitted for participation in the tender.

469. The tender committee shall apply a conditional price reduction to the tender price quotations of potential suppliers, admitted to the tender, except when one bid has been admitted to the tender.

470. The web portal shall automatically match the conditional prices of the bidders and determine the winner of the tender based on the lowest conditional price.

471. In case of equality of conditional prices of tender price quotations, the winner shall be the bidder with more experience of work in the procured services market.

472. The draft contract of services stipulated under the state social order shall be drawn up in accordance with the requirements provided for in paragraph 519 of these Rules.

473. Public procurement of services under the state social order shall be recognized as failed on one of the following grounds:

1) absence of applications for participation in the tender;

2) if not a single potential supplier is admitted to the tender;

3) if one potential supplier is admitted to the tender, in case of two or more submitted applications of potential suppliers for participation in the tender.

474. Public procurement of services under the state social order shall be recognized as successful if one application for participation in the tender has been submitted that meets the eligibility requirements and (or) the requirements of the tender documentation. In this case, the price of the concluded contract must not exceed the tender price quotations of the potential supplier, specified in the tender application.



475. If public procurement of services under the state social order is declared invalid, the customer shall make one of the following decisions:

- 1) to repeat public procurement by tender;
- 2) to change the tender documentation and conduct public procurement by tender.

476. If repeated public procurement of services under the state social order is declared invalid, the customer shall carry out public procurement by single source method in the manner prescribed by paragraph 4 of Article 15 of the Law.

477. In public procurement of services under the state social order:

- 1) the potential supplier shall not provide the tender bid security, the contract execution security;
- 2) the tender committee shall not apply the criteria impacting the tender price quotation of the bidders, stipulated by paragraph 217 of these Rules;
- 3) the bid of the potential supplier for public procurement of services stipulated under the state social order shall not be admitted to the tender if the submitted price quotation is recognized as dumping in accordance with paragraph 92 of these Rules;
- 4) customers shall not require financial reports from suppliers of state social order services.

478. Unless otherwise provided by these Rules, when conducting a tender for public procurement of services stipulated under the state social order, the procedure for conducting public procurement by tender shall be used.

## **Chapter 16. Specifics of public procurement of housing owned by an individual who is not a business entity**

479. The announcement of public procurement of housing owned by an individual as a private property shall be posted by the organizer on the web portal in the Kazakh and Russian languages no later than five working days before the end of the deadline for applications from potential suppliers - individuals who are not business entities and who own the housing as a private property, and shall contain the following information:

- 1) the name of the locality (city, city district, town, village) in which the housing to be procured should be located;
- 2) the amount of funds allocated for public procurement of housing;
- 3) description of the required characteristics of the housing to be procured and the deadline for acquiring the housing;
- 4) the start and end dates for potential suppliers to file applications for participation in the procurement.

480. An application from a potential supplier - an individual for participation in public procurement of housing owned by him on the private property rights, who is not a business entity (hereinafter referred to as an application for participation in public procurement of housing), shall be filed as an electronic document via the web portal before expiry of the

deadline for it specified in the announcement and is a form of expressing the potential supplier's consent to sell the housing owned by him as a private property under the conditions , specified in the announcement on public procurement.

481. A bid for participation in public procurement of housing shall contain:

- 1) an electronic copy of an individual's identity card;
- 2) electronic copies of title documents for housing, including a technical passport;
- 3) an electronic copy of a document on the absence of encumbrances on housing, issued no earlier than the date of posting an announcement of public procurement;
- 4) a copy of the report on appraisal of the real estate (housing), made in accordance with the legislation of the Republic of Kazakhstan on appraisal activities, including photographs of the current condition of the housing;
- 5) a price quotation from a potential supplier;
- 6) an electronic copy of a notarized consent of the other spouse or an electronic copy of a notarized certificate of non-marital status (matrimony) or an electronic copy of a certificate of dissolution of marriage (matrimony) or an electronic copy of a certificate confirming widowhood.

482. A potential supplier shall submit only one application for participation in public procurement of housing that he/she owns as a private property.

483. A bid for participation in public procurement of housing shall be automatically rejected by the web portal in the following cases:

- 1) the potential supplier has previously submitted an application for participation in this public procurement;
- 2) the application for participation in public procurements was received by the web portal after the deadline for accepting applications for participation;
- 3) the price quotation exceeds the amount allocated for the purchase of housing.

484. Bids for participation in public procurements of housing filed in accordance with these Rules shall be automatically registered on the web portal.

485. A potential supplier may if necessary change or withdraw its bid for participation in public procurement of housing at any time before the deadline for filing it. Withdrawal of a bid for participation in the tender after the deadline for submitting it shall not be permitted.

486. Bids for participation in public procurement of housing owned by an individual as a private property are opened automatically by the web portal within five minutes from the deadline for submitting the bids, following which a protocol of opening shall be generated according to the form of Appendix 29 to these Rules.

487. The organizer shall review the bid for participation in public procurement of housing for its compliance with the conditions stipulated in the announcement.

A bid for participation in public procurement of housing is subject to rejection in the event of:

1) non-compliance with the requirements specified in the announcement (non-compliance of the housing with the required characteristics, absence of documents confirming the private ownership right);

2) the price quotation of a potential supplier exceeds the cost determined in the real estate (housing) valuation report.

488. The web portal automatically matches the price quotations of admitted potential suppliers and determines the winner who submitted the lowest price quotation.

489. If no bids for participation in public procurement of housing were filed within the established term, or after their rejection, on the grounds provided for by these Rules, no bids for participation in public procurement of housing were admitted, then such public procurement shall be recognized as failed, and a decision shall be made to repeat the public procurement of housing.

490. Public procurement of housing shall be deemed to have taken place if at least one application from a potential supplier for participation in public procurement of housing has been admitted to the public procurement. In this case, the potential supplier, whose application for participation is the only one admitted, is recognized by the web portal as the winner in this public procurement.

491. The protocol on the results of public procurement of housing owned by an individual who is not a business entity on the right of private ownership shall be posted by the organizer on the web portal during the period for processing applications for participation in public procurement of housing, in accordance with Appendix 30 to these Rules. In this case, the web portal sends automatic notifications to potential suppliers who have filed their applications for participation in this public procurement.

492. The contract for public procurement of housing owned by an individual who is not a business entity on the right of private ownership shall be concluded in accordance with the civil legislation of the Republic of Kazakhstan.

## **Chapter 17. Procedure for public procurement by single-source method Paragraph 1.**

### **Implementation of public procurement by single-source method for failed public procurements**

493. The organization and conduct of public procurement by single-source method for failed public procurement shall be performed by the customer and the following sequential steps shall be fulfilled on the web portal:

1) the customer's decision to conduct public procurement by the single-source method with a rationale for the use of this public procurement method;

2) sending an invitation by the customer to a potential supplier via the web portal to public procurement by the single-source method in the form of Appendix 31 to these Rules;

3) sending via the web portal by the potential supplier to the organizer an agreement on participation in public procurement from a single source through the public procurement web

portal in accordance with Appendix 32 to these Rules with attachment of the documents stipulated in the invitation;

4) consideration by the customer via the web portal of the documents filed by the potential supplier confirming the potential supplier's compliance with the eligibility requirements and the requirements of the tender documentation, except for cases when public procurement carried out by single-source method is based on the results of failed public procurement by the request for quotations method, substantiation of the price offered by it for participation in public procurement by the single-source method;

5) posting on the web portal a protocol on the results of public procurement by single-source method;

6) conclusion by the customer of an agreement with a potential supplier based on the protocol on the results of public procurement by single-source method;

The requirements of subparagraphs 1), 2), 5) and 6) of part one of this paragraph shall not apply to public procurement by single-source method in the cases provided for in paragraph 5 of Article 15 of the Law.

494. The decision to conduct public procurement by single-source method shall be adopted by the customer within two working days from the date of recognition of public procurement as failed on the grounds stipulated by the Law and these Rules. The customer shall not be allowed to make a decision after the expiration of the established term.

495. When conducting public procurement by single-source method for failed public procurement, the organizer shall within the timeframes stipulated by these Rules, send an invitation to the potential supplier via the web portal to participate in public procurement by the single-source method.

The requirements for sending an invitation to the potential supplier, providing them with the necessary information via the web portal and posting by the organizer of the protocol on the results of public procurement by the single-source method on the web portal shall not apply to public procurement by the single-source method, information about which constitutes state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets, and (or) information containing official information of limited distribution.

496. When organizing and conducting public procurement by a single organizer, in the event that public procurement by the tender (auction) method is recognized as invalid, the determination of a potential supplier and sending an invitation to public procurement by the single source method to a potential supplier shall be performed by the customer in accordance with the Law and these Rules.

497. When implementing public procurement by the single source method for failed public procurement by tender or auction method, a participant in the tender or auction invited by the customer to the public procurement by the single source method, if he was admitted to

this tender or auction, shall have the right not to re-submit to the same organizer the documents confirming the compliance of this tender or auction participant with the eligibility requirements and the requirements of the tender or auction documentation.

In this case the information, contained in the invitation must comply with the terms of the tender or auction documentation of the tender or auction recognized as invalid. It is permissible to exceed the deadlines for the delivery of goods, performance of work, and provision of services, as stipulated in the tender (auction) documentation of the tender (auction) recognized as invalid, within the current financial year, but no more than the period spent on conducting public procurement by the single-source method.

498. The customer shall review the documents filed by the potential supplier for their compliance with the eligibility requirements and the requirements of the tender (auction) documentation, except when public procurement by the single-source method is held for failed public procurement by the request for quotations method.

499. Within two working days from the date of the potential supplier's provision of the requested information the organizer shall generate and post on the web portal a protocol on the results of public procurement by the single-source method in accordance with Appendix 33 to these Rules.

500. If the repeated public procurement by the tender or auction method is recognized as failed due to the absence of applications for this tender or auction, then within two working days from the date of the decision to conduct public procurement by the single-source method the customer shall send an invitation to the potential supplier determined by the customer via the web portal.

501. If during the implementation of public procurement by the request for quotations method only one price quotation from a potential supplier is filed within the established period, the web portal automatically sends an invitation to the potential supplier who submitted this price quotation on the day the protocol of the results is posted. In this case, the contract price, in accordance with paragraph 6 of Article 15 of the Law, must not exceed the price quotation of the potential supplier.

502. If during the implementation of repeat public procurement by the request for quotations method not a single quotation from potential suppliers was submitted within the established term, the customer within two working days from the date of the decision to hold public procurement by the single-source method shall send an invitation to the potential supplier determined by the customer via the web portal.

503. If the potential supplier agrees to participate in public procurement by the single-source method in the cases provided for in paragraphs 501 and 502 of these Rules, this potential supplier within two working days shall send to the customer its confirmation of participation via the web portal, with the documents provided for in the invitation attached.

504. If the potential supplier agrees to participate in public procurement by the single-source method in the case provided for in paragraph 500 of these Rules, this potential

supplier within two working days shall send its confirmation of participation to the customer via the web portal, with the documents provided for in the invitation attached.

**Paragraph 2. Grounds for recognizing public procurement by single-source method as failed**

505. Public procurement by single-source method shall be deemed failed in the following cases:

1) if the potential supplier does not meet the qualification requirements and the requirements of the tender documentation (auction documentation), except when public procurement by the single-source method is held following the results of failed public procurement by the request for quotations method;

2) if the potential supplier has restrictions related to participation in public procurement, stipulated in Article 7 of the Law;

3) if the potential supplier refused to participate in public procurement by the single-source method.

In the event that public procurement by the single-source method is deemed failed under this paragraph of the Rules, public procurement shall be carried out by tender methods stipulated by the Law and these Rules.

**Paragraph 3. Implementation of public procurement by single-source method through direct contracting**

506. Public procurement of goods, works, services by single-source method through direct conclusion of a public procurement contract on the grounds provided for in paragraph 3 of Article 16 of the Law shall be held on the basis of the customer's decision with the corresponding rationale for choosing the single-source method through a direct contract.

507. The decision to hold public procurement by single-source method through direct contract shall be made by the customer's top manager or the person performing his/her duties, or by the customer's chief of staff or another official exercising the powers of the chief of staff.

508. If a decision was made to hold public procurement by single-source method through direct contract, such public procurement shall be held in compliance with the principle of public procurement provided for in subparagraphs 1), 4), 6) and 7) of paragraph 1 of Article 5 of the Law.

509. The person who made the decision to hold public procurement by the single-source method through direct conclusion of public procurement contract shall ensure compliance with the principles of public procurement stipulated by subparagraph 1) of Article 5 of the Law.

510. No later than five working days from the date of conclusion of the contract the Customer shall post on the web portal a report on public procurement by single source method through direct contracting according to the form of Appendix 34 to these Rules.

511. The report on public procurement from the single source through direct contracting must contain the following:

1) information about the official who made the decision to conclude the public procurement contract from the single source through direct conclusion of the public procurement contract;

2) rationale for the choice of the supplier;

3) substantiation of the price of the concluded public procurement contract, as well as other terms of the contract.

512. When making a decision on conducting public procurement by single source method through direct contracting on the grounds provided for in subparagraphs 5), 18), 32), 35), 36), 38) and 39) of paragraph 3 of Article 16 of the Law, to determine the supplier the customer shall send requests for commercial proposals through the web portal to at least three potential suppliers operating in the market for purchased goods, works, services, including similar (analogous) goods, works, services, determined through analysis of the market for purchased goods, works, services by studying publicly available information sources contained in advertisements, catalogues, descriptions of goods, works, services and other offers addressed to an indefinite number of persons, including those recognized as public offers in accordance with the Civil Legislation of the Republic of Kazakhstan.

513. A request for commercial proposals sent via the web portal to a potential supplier shall be drawn up in accordance with the form of Appendix 35 to these Rules.

514. Commercial proposals from potential suppliers may be presented in the form of price lists describing the characteristics of the goods supplied (work performed, services rendered) and other supporting documents.

515. Commercial proposals at the request of the customer in the cases provided for in paragraph 512 of these Rules and (or) at the initiative of potential suppliers shall be submitted via the web portal.

Based on commercial proposals submitted at the request of the customer in the cases provided for in paragraph 512 of these Rules and (or) at the initiative of potential suppliers, the customer in compliance with the principle of public procurement provided for in subparagraph 1) of paragraph 1 of Article 5 of the Law, shall determine a potential supplier for public procurement from a single source by direct contracting.

516. Public procurement by the single-source method through direct contracting on the grounds referred to in subparagraphs 1), 5), 10), 19), 20), 23), 25), 27), 36) and 41 of paragraph 3 of Article 16 of the Law shall be held with regard to the format-logical control established on the web portal for the list of customers and potential suppliers generated by the authorized body (hereinafter referred to as the List).

The inclusion of customers and potential suppliers in the List shall be made by the authorized body upon request from the customer or potential supplier for inclusion in this list using the forms of Appendices 36 or 37 to these Rules.

Documents shall be attached to the request confirming the compliance of the powers of the customer or potential supplier with the goods supplied, the work performed, the services rendered in accordance with the legislation of the Republic of Kazakhstan.

In this case, confirmation shall be made with regard to the requirements of the relevant ground of paragraph 3 of Article 16 of the Law.

The request shall be processed by the authorized body in the manner and within the timeframes established by the Administrative Procedural Code of the Republic of Kazakhstan .

The list referred to in this paragraph shall be updated by the authorized body and posted by the single operator on the web portal.

517. The customer, within 2 (two) business days from the date of the decision to determine the potential supplier for public procurement by the single-source method through direct contracting, shall send a draft contract certified by an electronic digital signature to the potential supplier via the web portal for the purpose of concluding the contract.

The rationale for choosing the single-source method through direct contracting on public procurement shall be indicated by the customer when creating annual public procurement plan.

The draft contract shall be signed (certified by an electronic digital signature) by the potential supplier within three business days from the date of its receipt via the web portal, but not earlier than the desk audit in accordance with the order of the Minister of Finance of the Republic of Kazakhstan dated November 30, 2015 No. 598 “On approval of the Rules for conducting desk audit” (registered in the Register of State Registration of Regulatory Legal Acts under No. 12599).

518. If a potential supplier has not signed (certified with an electronic digital signature) the draft agreement within two working days from the date of expiry of the deadline established by part two of paragraph 517 of these Rules, the customer shall withdraw the draft agreement sent to this potential supplier.

## **Chapter 18. Contract Paragraph 1. Award of a contract**

519. The Customer shall send to the winner a draft contract certified by an electronic digital signature via the web portal in accordance with the standard contracts for public procurement of goods, works, services, as per Appendices 38, 39, 40, 41, 42 and 43 to these Rules, with the exception of a person who has restrictions related to participation in public procurement, provided for in Article 7 of the Law:

1) within 3 (three) working days from the date of expired term for appealing the protocol on the results of public procurement by tender (auction);



2) within 3 (three) working days from the date of tallying up the protocol on the results of public procurement by tender using a rating-point system;

3) within 3 (three) working days from the date of determining the winner of public procurement by means of request for price quotations, through an e-store.

520. The requirements for awarding a contract via a web portal shall not apply to the cases provided for in subparagraphs 3), 6), 11), 12), 13), 14), 15), 17), 21), 22), 23), 24), 27) of paragraph 3 of Article 16 and Article 26 of the Law.

At the same time the period for awarding the contracts provided for in the first part of this paragraph may not exceed thirty calendar days from the date of sending the draft contract to the potential supplier.

521. If the contract provides for the transfer of disputes that have arisen or may arise under the said contract to arbitration, a written consent of the authorized body of the relevant industry (in relation to republican property) or the local executive body (in relation to municipal property) to conclude an arbitration agreement must be attached to it.

522. In the event that the supplier concludes a financing contract for the assignment of a monetary claim (factoring), the supplier shall have the right to indicate in the contract as the recipient of the money the factor's organization and its bank details, with the exception of contracts concluded with state bodies.

523. In cases of concluding a contract with a non-resident of the Republic of Kazakhstan it is allowed to draw up the contract in the form proposed by him on paper with regard to the requirements of the legislation of the Republic of Kazakhstan.

Within five working days from the date of determining the winner and (or) making a decision on the implementation of public procurement by a single source method for failed procurements the customer shall send to the supplier two copies of the draft contract, which shall be signed by the customer and initialed page by page by the authorized representative of the customer, except for cases when the authorized representative of the customer was not appointed.

In this case, the term for awarding the contracts provided for in this paragraph cannot be more than thirty calendar days from the date of sending the draft contract to the potential supplier.

524. When the supplier selection procedures, including the procedures for appealing the results of public procurement held within the framework of the preliminary annual plan are completed before the approval of the relevant budget (development plan, individual financing plan), the draft contract shall be sent to the winner within five working days from the date of approval of the relevant budget (development plan, individual financing plan).

525. The draft contract shall not be sent to the winner, if the expenses of acquiring goods, works, services, the public procurement procedures of which were based on the preliminary

annual public procurement plan, were not approved in the relevant budget (development plan, individual financing plan). In this case the public procurement shall be abandoned as required by paragraph 10 of Article 6 of the Law.

526. The draft contract shall be certified by the winner of the public procurement by tender, auction, request for price quotations by means of an electronic digital signature within three working days from the date of receipt on the web portal of the notification with the draft contract attached.

527. Within one business day from the date of expiration of the term for appealing the protocol on the results of public procurement by tender, auction or from the date of determining the winner of public procurement by request for quotations the customer shall send a request to the winner for information on the person signing the contract and the details of the supplier via the web portal for the execution of the contract.

528. Within three business days from the date of receipt of the relevant request on the web portal the potential supplier shall fill in and confirm the information on the person signing the contract and the details of the supplier.

In the event that the potential supplier does not confirm the information on the person signing the contract and his details, the Customer shall sign the contract in accordance with the registration data of the potential supplier posted on the web portal.

529. No later than one business day from the date of expiration of the term for the potential supplier to confirm the information in accordance with paragraph 528 of these Rules , the Customer shall draw up a draft contract certified by an electronic digital signature and send it to the potential supplier for signature.

530. The supplier shall sign the contract with an electronic digital signature via the web portal within the timeframes established by these Rules.

531. If the potential supplier determined as the winner has failed to sign the draft contract within the period specified in paragraph 526 of these Rules, the customer shall, within two working days from the date of the winner's failure to conclude the contract send the winner a notice of the need to sign the draft contract within three working days.

If the potential supplier has failed to submit the signed contract to the customer within three working days from the date of receipt of the notice via the web portal the customer shall , within two working days from the date of the winner's failure to conclude the contract, send to the potential supplier who took second place a draft contract certified by an electronic digital signature via the web portal.

532. If the potential supplier determined as the winner has failed to provide security for the contract execution, advance security (if any), or anti-dumping amount (if any) the customer shall, within two working days from the date of expiration of the term for providing the said security, send to the supplier a notice of the intention to terminate the contract via the web portal.

533. If the supplier has failed to provide security for the contract execution, advance payment security (if any), or anti-dumping amount (if any) within three working days from the date of receipt of the notification via the web portal, the customer shall:

- 1) send a notice of termination of this contract;
- 2) unilaterally terminate this contract;
- 3) send to the potential supplier, who took second place, a draft contract certified by an electronic digital signature via the web portal.

534. The draft contract shall be certified by the potential supplier who took second place by means of an electronic digital signature within three working days from the date of filing of the draft public procurement contract to him.

535. If the potential supplier, who took second place, has failed to sign the contract within the established period, the customer shall carry out public procurement in the ways provided for in Article 10 of the Law.

**Note!**

Paragraph 536 shall be excluded by the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (effective 01.01.2025).

536. If the potential supplier determined as the winner has restrictions stipulated by subparagraphs 3), 4), 5), 6), 7) and 8) of paragraph 1 of Article 7 of the Law, determined by the web portal automatically, then within the timeframes established in part two of paragraph 533 of these Rules the customer shall send a draft contract to the potential supplier who took second place.

537. Within ten working days from the date of enactment of the contract the supplier shall provide security for the performance of the contract - an advance payment (if any), an anti-dumping amount (if any).

The requirement of part one of this paragraph shall not apply to suppliers included in the register of domestic manufacturers of goods, works and services.

538. The requirement to provide security for the contract execution shall not apply to:

- 1) suppliers determined on the results of public procurement of services envisaged under the state social order, housing owned by an individual who is not a business entity;
- 2) suppliers under contracts concluded upon the results of public procurement through an e-store, the cost of which does not exceed five hundred times the monthly calculation indicator established for the relevant financial year by the law on the republican budget;
- 3) suppliers under contracts concluded from a single source by direct conclusion of a contract, with the exception of contracts concluded under subparagraphs 19) and 41) of paragraph 3 of Article 16 of the Law;
- 4) suppliers included in the register of domestic manufacturers of goods, works, services.

539. The requirement to provide an advance payment security shall not apply to:

- 1) suppliers with whom contracts have been concluded within the framework of treasury support;

2) suppliers included in the register of domestic manufacturers of goods, works, services.

540. In the event of a contract based on the results of a request for price quotations, from a single source, carried out under subparagraph 2) of paragraph 2 and paragraph 3 of Article 16 of the Law, the customer may establish a requirement to provide an advance payment security

541. Security for the contract execution, advance payment security (if any), anti-dumping amount (if any) shall be provided by the supplier as a guarantee of fulfilling its obligations under the contract concluded with it in a timely manner, in full and properly.

542. The security amount for the contract execution shall be established by the customer, the organizer in the amount of three percent of the total contract amount.

In public procurement by requesting price quotations, the security amount for the contract shall be five percent.

543. If the contract provides for advance payment, the potential supplier shall provide an advance security in addition to the security for the performance of the contract in an amount equal to the advance.

544. The supplier shall have the right to refuse from full amount of the advance or part of the advance. In case of a partial refusal from the advance, the supplier shall provide an advance security in the amount equal to the part of the advance received.

545. If a contract was concluded for a term of more than one financial year, the security amount for the performance of the contract for the current financial year shall be calculated based on the annual amount of the contract stipulated in the relevant financial year. The security for the performance of the contract in the next financial year shall be provided by the supplier within ten working days from the date of registration with the treasury authority of the supplementary agreement on assuming obligations in the relevant financial year to the contract on public procurement.

546. The supplier may select one of the following types of contract execution security, advance payment security (if any), anti-dumping amount (if any):

1) money in the supplier's e-wallet;

2) a bank guarantee submitted as an electronic document in accordance with the form in Appendix 44 to these Rules. Provision of a bank guarantee on paper shall be permitted in cases stipulated by subparagraphs 4), 9), 17), 18), 20), 21), 22), 23), 26), 31), 32), 35), 40) and 41) of paragraph 3 of Article 16 and Article 27 of the Law;

3) a supplier's civil liability insurance contract submitted as an electronic document in accordance with Appendix 45 to these Rules.

The object of the insurance contract for the purposes of ensuring the execution of the public procurement contract and securing an advance payment is the property interest of the supplier associated with its obligation to compensate for property damage caused to the customer by non-fulfillment or improper fulfillment of its obligations under the public procurement contract.

An insured event under the insurance contract for the purposes of ensuring the execution of the public procurement contract and securing an advance payment shall be recognized as the fact of the occurrence of civil liability of the supplier for compensation for damage caused to the property interests of the customer.

The insured amount shall be determined by the insurance contract for the purposes of ensuring the execution of the public procurement contract and cannot be less than three percent of the total amount of the public procurement contract.

547. The potential supplier shall not perform actions that result in the emergence of the right of claim by third parties in whole or in part of the money in the e-wallet until the obligations under the public procurement contract have been fully fulfilled.

548. The single operator shall not be allowed to use the money in the e-wallet contributed by the supplier for purposes not provided for by the Law.

549. The amount of the contract execution security, advance payment security (if any), anti-dumping amount (if any), calculated in tiyns shall be rounded. In this case, the amount less than fifty tiyns shall be rounded to zero, and the amount equal to fifty tiyns and above shall be rounded to one tenge.

550. The customer shall return the contract execution security, anti-dumping amount (if any), contributed in the form of an electronic bank guarantee to the supplier within five working days from the date of full and proper fulfillment by the supplier of its obligations under the contract, also in case the supplier provides a substitute method of contract performance security during the contract period.

551. The single operator shall automatically unblock and return to the supplier's e-wallet the security for the performance of the contract that was blocked, as well as the anti-dumping amount (if applicable), within three working days from the date of full and proper performance of the supplier's obligations under the contract.

552. When reducing the contract amount, the customer, at the supplier's request and with the customer's confirmation, shall return the security for the performance of the contract provided in the form of an electronic bank guarantee in the amount proportionally reduced within five working days from the date of changes made to the concluded contract.

Provided that the supplier agrees to increase the amount of the contract, the supplier shall, within ten working days from the date of amendments to the concluded contract, additionally deposit a security for the fulfillment of the contract in the form of an electronic bank guarantee to the customer in the amount proportional to the increased amount of the contract.

553. In case of reduction of the amount of the contract upon request of the supplier and confirmation of the refund by the customer, the single operator within three working days from the date of amendment of the concluded contract shall unblock the supplier the paid contract performance security in the amount proportional to the reduced amount.

Provided that the supplier agrees to increase the amount of the contract, the supplier within ten working days from the date of amendment of the concluded contract shall

additionally deposit the contract performance security to the customer in the amount proportional to the increased amount from the money in the e-wallet.

554. As the obligations under the contract are fulfilled, the customer, at the request of the supplier, within five working days shall reduce the amount of the performance security of the advance payment made in the form of an electronic bank guarantee in proportion to the fulfilled obligations under the public procurement contract.

555. As the obligations under the contract are fulfilled, the single operator, upon request of the supplier and confirmation by the customer of the refund, within three working days through the web portal shall unblock the amount of the performance security of the advance payment made from the e-wallet in proportion to the fulfilled obligations provided for in the contract.

556. In case of improper fulfillment by the supplier of the accepted obligations under the contract, the customer or the supplier shall return the deposited security for the performance of the contract, advance payment security (if any), anti-dumping amount (if any), provided that the following conditions are met in the aggregate:

- 1) payment of contractual penalty (fine, forfeit) by the supplier;
- 2) full fulfillment of contractual obligations;
- 3) confirmation by the customer of the return of the contract performance security, advance payment security (if any), anti-dumping amount (if any).

557. Security of contract performance, security of advance payment (if any), anti-dumping amount (if any), shall be credited to the income of the relevant budget, state enterprise, legal entity, fifty and more percent of voting shares (participation shares in the authorized capital) of which belong to the state, or their affiliated legal entities.

558. The security of contract performance, advance payment security (if any), anti-dumping amount (if any), deposited in the form of an electronic bank guarantee, shall not be returned by the customer to the supplier in case of termination of the contract due to non-fulfillment or improper fulfillment of contractual obligations by the supplier.

559. The security of contract performance, advance payment security (if any), anti-dumping amount (if any), deposited via e-wallet, shall be blocked by the single operator and shall not be returned to the supplier in case of contract termination (expiration of the contract) due to non-fulfillment or improper fulfillment of contractual obligations by the supplier.

560. The single operator within five working days from the date of receipt of the application from the customer via the web portal transfers the blocked money on the contract performance security, advance payment security (if any), anti-dumping amount (if any) from the supplier's e-wallet to the customer's account specified in the application.

561. The contract, in accordance with subparagraph 2) of paragraph 9 of Article 17 of the Law provides for a penalty (fine, forfeit) for failure to perform or improper performance of

obligations under the contract. The amount of the penalty shall be determined in accordance with the civil legislation of the Republic of Kazakhstan

562. The contract is concluded for a period of one financial year. In order to optimally and effectively spend the money used for public procurement, it shall be allowed to conclude a contract for a period longer than one financial year.

563. Conclusion of a contract for a period of more than one financial year is allowed if there is appropriate funding in the approved (revised) budget (development plan) for subsequent years.

564. State enterprises on the right of economic management, as well as legal entities, fifty or more percent of voting shares (shares of participation in the authorized capital) of which belong to the state, and their affiliated legal entities may conclude a long-term contract necessary for the implementation of the measure with the term of completion in the next (subsequent) fiscal year (years), established in the development plan approved by the management body or the supreme body of these entities.

565. In order to ensure uninterrupted activity of the customer, the latter extends for the period until summarizing the results of public procurement by tender (auction) and entry into force of the contract, the contract on public procurement of goods, works, services of daily or weekly need on the List of goods, works, services of daily and (or) weekly need for the period until summarizing the results of public procurement by tender, auction and entry into force of the contract on public procurement approved by the in accordance with order of the Minister of Finance of the Republic of Kazakhstan dated August 20, 2024 No. 559 (registered in the Register of State Registration of Regulatory Legal Acts under No.34962).

In this case, such public procurement is carried out in a volume not exceeding the volume of public procurement of such goods, works, services necessary to meet the needs of the customer during the period of the public procurement, but not more than for two months.

566. The contract contains a condition for its termination at any stage in the event of the occurrence of events provided for in paragraph 4 of Article 18 of the Law.

567. The contract, in accordance with paragraph 6 of Article 17 of the Law contains conditions on full payment for the supply of goods, performance of work or provision of services within a period not exceeding thirty calendar days from the date of fulfillment of obligations under this contract.

568. The contract contains the terms of payment of value added tax and excise taxes in accordance with the requirements of the tax legislation of the Republic of Kazakhstan, the customs legislation of the Eurasian Economic Union and (or) the customs legislation of the Republic of Kazakhstan.

569. The minimum term for supply of goods, performance of work, provision of services under the contract, in accordance with paragraph 6 of Article 17 of the Law shall not be less than the term for supply of goods, including its manufacture (production), supply, performance of work, provision of services, but not less than fifteen calendar days.

570. The contract shall be deemed to be fulfilled when the purchaser and the supplier have fully performed their obligations under the contract.

571. The maximum volumes of works and services that may be transferred to subcontractors (co-executors) for the performance of works or provision of services, in accordance with paragraph 8 of Article 17 of the Law shall not exceed in the aggregate thirty percent of the total volume of works performed or services provided.

At the same time, subcontractors (co-executors) shall not transfer to other subcontractors (co-executors) the scope of work or services that are the subject of public procurement in progress.

572. State enterprises of penitentiary (penitentiary) system institutions are allowed to attract subcontractors (co-executors) for production of goods, execution of works and provision of services within the framework of the contract concluded with the customer, in the volume, not more than one third of the volume of executed works or rendered services, for the purpose of employment by the subcontractor (co-executor) of convicts and (or) those who have served their sentence or are registered in the probation service.

At the same time attraction of subcontractors (co-executors) shall be carried out in accordance with the Law.

573. In case of non-fulfillment or improper fulfillment of obligations under the contract by the supplier, the customer shall ensure recovery of penalties (fine, forfeit).

574. Penalty (fine, forfeit) shall not be recovered from the supplier providing technical and (or) author's supervision services, if proper fulfillment of contractual obligations by the supplier is impossible due to improper fulfillment of obligations by the supplier performing works as a general contractor.

575. Penalty (fine, forfeit) shall be credited to the income of the relevant budget, state enterprise, legal entity, fifty and more percent of voting shares (participation shares in the authorized capital) of which belong to the state, or their affiliated legal entities.

576. The supplier shall have the right to initiate amendments to the contract on public procurement in terms of changing the details of the recipient of funds when the supplier concludes a contract of financing against assignment of monetary claim (factoring), or in order to replace the bank account, except for contracts concluded with state institutions.

In case of receipt of information on conclusion by the supplier of the contract of financing against assignment of monetary claim (factoring), the customer within one working day shall make changes to the contract on the basis of the data provided by the supplier and send the signed contract to the supplier, except for contracts concluded with state institutions.

## **Section 2. Fulfillment of the contract**

577. When the contract is fulfilled, the name, quantity, quality, technical specification, cost, place and terms of supply of goods (performance of work, provision of services) shall comply with the content of the contract.



578. Documents on the fulfillment of the contract (act of acceptance and transfer of goods , act of work performed, services rendered, invoice, bill of lading) shall be executed in electronic form, except for cases provided for by the Law.

579. The contract shall be deemed to be fulfilled provided that the customer and the supplier fully fulfill their obligations under the said contract.

580. Fulfillment of the public procurement contract for the supply of goods shall be carried out in the following sequence:

- 1) supply of goods to the destination of goods;
- 2) execution by the supplier via the web portal of an electronic form of the invoice for the release of stocks to a third party and the act of acceptance and transfer of goods indicating its unique code (if any);
- 3) acceptance of goods by the customer or his representative according to the electronic form of the power of attorney in accordance with Annex 46 of these Rules;
- 4) execution of electronic invoice issued through the information system of electronic invoices, in accordance with the order of the First Deputy Prime Minister of the Republic of Kazakhstan - the Minister of Finance of the Republic of Kazakhstan dated April 22, 2019 No. 370 "On approval of the Rules of invoice issuance in electronic form in the information system of electronic invoices and its form" (registered in the Register of state registration of normative legal acts under № 18583) (hereinafter - Rules of invoice issuance in electronic form in the information system of electronic invoices);
- 5) payment by the customer for the supplied goods.

The requirements of subparagraphs 1) and 2) of this paragraph shall not apply to contracts related to the supply of electricity and heat.

581. Fulfillment of the contract on public procurement of gasoline and diesel fuel by commodity distribution documents (coupons/fuel cards) shall be carried out in the following sequence:

- 1) receipt by the customer of documents of title for gasoline and (or) diesel fuel in the nominal amount corresponding to the quantity of gasoline or diesel fuel declared for supply, under the act of acceptance-transfer of documents of title formed and signed on the web portal;
- 2) acceptance of gasoline and (or) diesel fuel by the customer or his representative by electronic form of power of attorney according to Annex 46 of these Rules at refueling stations;
- 3) The supplier's direction through the web portal of the electronic invoice form for the release of inventory to the side and the electronic invoice issued and drawn up through the information system of electronic invoices, in accordance with the Rules for issuing invoices in electronic form in the information system of electronic invoices.

The issuance of electronic invoices is carried out within the timeframes established by the Code "On Taxes and Other Mandatory Payments to the Budget (Tax Code)" (hereinafter referred to as the Tax Code);

4) payment by the customer for the supplied gasoline and (or) diesel fuel, based on the invoice for the release of inventory to the side signed by the parties and the electronic invoice issued through the information system of electronic invoices.

582. Fulfillment of the contract when performing work (providing services) is carried out in the following sequence:

1) execution of the act of completed work (services rendered) through the web portal;

2) acceptance and supply of completed work (services rendered);

3) issuance of the electronic invoice issued through the information system of electronic invoices, in accordance with the Rules for issuing invoices in electronic form in the information system of electronic invoices;

4) payment by the customer for the completed work (services rendered).

583. Requirements of paragraph 582 of these Rules shall not apply to contracts related with provision of services, provided for in Article 397 of the Tax Code.

584. The requirements of subparagraphs 1) and 2) of paragraph 582 of these Rules do not apply to contracts related to the provision of services metered by certified metering systems (devices), including public utilities (water supply, sewerage, gas supply) and communication services.

585. The Supplier shall send to the Customer through the web portal an electronically digitally signed invoice for stock outs in the form according to Annex 47 (hereinafter referred to as the invoice for stock outs), a goods acceptance certificate in the form according to Annex 48 (hereinafter referred to as the goods acceptance certificate), the act of acceptance-transfer of documents of title in the form according to Annex 49, the act of work performed in the form according to Annex 48 (hereinafter - the act of work performed), the act of services rendered in the form according to Annex 51 with filling in the information on goods, works, services (hereinafter - the act of services rendered) to these Rules.

586. The supplier shall send to the customer, simultaneously with the acts of acceptance-transfer of goods, acts of work performed, services rendered, by means of the web-portal, a report on in-country value in the goods, works, services procured, approved by electronic digital signature, in the forms according to Annexes 52 and 53 to these Rules.

587. The Customer, not later than three working days from the day of receipt on the web-portal of the notification of the supplier's execution of the certificate of acceptance of the transfer of documents of title, supply note for the release of inventories to the side, certificate of acceptance of the transfer of goods, works, services, shall fill in the certificate with information on the contract and sign it with an electronic digital signature or refuse to accept the documents of title, goods, works, services with indication of reasoned justifications.

If necessary for additional examination of supplied goods, performed works, rendered services, the Customer performs actions stipulated in part one of this paragraph not later than ten working days from the date of receipt of the notice, and informs the Supplier about it via web-portal not later than three working days from the date of receipt of the notice.

#### **Chapter 19. Procedure for appealing actions (inaction), decisions of the customer, organiser, single organiser, expert commission (expert)**

588. The potential supplier in accordance with Article 25 of the Law shall have the right to appeal the actions (inaction), decisions of the customer, organiser, single organiser, expert commission (expert), if their actions (inaction), decisions violate the rights and legitimate interests of the potential supplier, within three working days from the date of publication of the protocol on the results of public procurement by tender, auction.

In case of appeal against actions (inaction), decisions of the customer, organiser, single organiser, expert commission (expert), the period of contract conclusion is suspended until the end of the period of consideration of the complaint.

589. A complaint about actions (inaction), decisions of the customer, organiser, single organiser, expert commission (expert) shall be filed via the web portal to the customer, organiser, single organiser that adopted the relevant protocol on the results of public procurement.

590. A complaint shall be considered by a structural subdivision or an official of the customer, organiser, single organiser responsible for consideration of complaints within the limits of the stated requirements (arguments).

591. The arguments of the complaint to be considered within the framework of cameral control in accordance with the legislation of the Republic of Kazakhstan on state audit and financial control, in accordance with the procedure provided for by this chapter and Article 25 of the Law shall not be considered.

592. The customer, organiser, single organiser, , in accordance with paragraph 2 of Article 25 of the Law within three working days after the day of expiration of the deadline for filing a complaint, shall make a decision on satisfaction or rejection of the complaint.

The decision on the results of consideration of the complaint shall be signed by the first head of the customer, organiser, single organiser or by the person performing his duties, or by his deputy, or by the chief of staff of the central state body or other official exercising the powers of the chief of staff, or by the head of the budget program or by the person performing his duties.

593. The procedure of hearing, provided for by part 1 of Article 73 of the Administrative Procedural and Process-Related Code of the Republic of Kazakhstan (hereinafter referred to as the APPRC), in accordance with subparagraph 3) of part 2 of Article 73 APPRC concerning the provisions set forth by this chapter and Article 25 of the Law, shall not apply.

594. If the customer, organiser, single organiser decides to satisfy the complaint of a potential supplier, the tender (auction) commission shall revise the results of the tender (auction) within two working days after the day of the relevant decision of the customer, organiser, single organiser.

595. In case of a decision to refuse to satisfy the complaint of a potential supplier, the customer, the organiser, the single organiser within the terms provided by paragraph 592 of these Rules, shall place this decision on the web portal with a detailed description of the reasons for the refusal.

596. A complaint about actions (inaction), decisions of the customer, organiser, single organiser, commissions, expert, single operator shall contain:

1) name, location of the legal entity, expert, actions (inaction), decisions of which are appealed;

2) name, location of the person filing the complaint;

3) information on public procurement, within the framework of which violations of the legislation of the Republic of Kazakhstan on public procurement have been committed;

4) indication of specific facts of violations of the legislation of the Republic of Kazakhstan on public procurement, if necessary, with the attachment of supporting documents;

5) appealed actions (inaction), decisions of the customer, organiser, single organiser, commissions, expert, single operator.

Documents confirming the arguments of the person filing the complaint may be attached to the complaint.

597. The complaint shall be signed by the person submitting it or his/her representative. A power of attorney or other document certifying the representative's authority shall be attached to the complaint filed by the representative.

598. A complaint shall be returned to the person submitting it without consideration within two working days from the date of receipt if:

1) the complaint does not meet the requirements set forth in paragraph 596 of these Rules;

2) the complaint is not signed or is signed by a person who is not authorized to sign it.

599. A complaint filed after the expiration of the time limit set forth in paragraph 588 of these Rules shall not be considered.

**Note!**

**Chapter 19 provides to supplement paragraph 600 in accordance with order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (shall be enforced from 01.01.2025).**

**Annual plan of public procurement of goods, works, services  
for \_\_\_\_ year/ Preliminary annual plan of public procurement of goods, works, services  
for \_\_\_\_ year (select one of these values)**

**General information**

BIN of the customer	For state institutions		Name of the customer	Financial year
	SI code	Budget type		
1	2	3	4	5

**Plan of public procurement**

No.	Plan item type	For state institutions					Type of procurement item
		Administrator of budget program	Program*	Subprogram*	Specificity*	Source of financing	
1	2	3	4	5	6	7	8

Code of goods, work, service	Name of procured goods, works, services	Brief characteristics (description) of goods, works, services	Additional characteristics (in Kazakh)	Additional characteristics (in Russian)
9	10	11	12	13

Method of procurement	Measuring unit	Amount, volume	Price per unit, tenge	Total amount approved for purchase, tenge	Approved amount for the first year of the three-year period	Forecasted amount for the second year of the three-year period, tenge	Forecasted amount for the third year of the three-year period, tenge	
14	15	16	17	18	19	20	21	
Planned date for announcing the procurement (month)	Supply time of goods, execution of works, provision of services (in Kazakh)	Supply time of goods, execution of works, provision of services (in Russian)	CATO	Place of supply of goods, execution of works, provision of services (in Kazakh)		Place of supply of goods, execution of works, provision of services (in Russian)	Amount of advance payment, %	Attribute of supplier
22	23	24	25	26		27	28	29

**General information:**

1) “BIN of the customer” field – business identification number (twelve-digit code) of the organization, specified in the certificate of state registration (re-registration) of a legal entity;

2) "SI code" field – indicates the code of the state institution (seven-digit code), assigned by the central authorized body for budget execution;

3) "Budget type" field - indicates the value denoting the Budget type at the expense of which the state institution is maintained (republican budget, regional budget, budget of the city of republican significance, capital city).;

4) "Name of the customer" field – indicates the full name of the organization;

5) "Financial year" field – indicates the financial year for which the Public Procurement Plan is drawn up.

Plan of public procurement:

1) "No." field– identification code of public procurement determined by the web portal;

2) "Plan item type" field – indicates one of the following values of the paragraph plan types:

Purchases not exceeding the financial year;

Purchases exceeding the financial year;

Purchases on account of conditional savings;

3) "Code of Administrator" field – indicates the code of administrator of the budget program assigned by the central authorized body for budget planning;

4) "Program" field – indicates the code of the budget program of the functional classification of expenditures, within the framework of which the public procurement will be carried out;

5) "Subprogram" field – indicates the code of the budget sub-program of the functional classification of expenditures, within the framework of which the public procurement will be carried out;

6) "Specificity" field – indicates the code of the specificity of economic classification of expenditures, within the framework of which the public procurement will be carried out;

7) "Source of financing" field– it is necessary to indicate Source of financing public procurement from the drop-down list:

from budgetary funds, with the exception of co-financing for government external loans or related grants;

from co-financing for government external loans or related grants;

from money from the sale of goods (works, services) by government institutions that remain at their disposal;

from sponsorship and charitable assistance;

from transfers to local government bodies;

8) "Type of procurement item" field – indicates the type of the item of the public procurement (goods, work, service);

9) "Code of goods, work, service" field – indicates the code of goods, work, service in accordance with the reference book of goods, works, services;

10) "Name of procured goods, works, services" field – indicates the name of procured goods, works, services in accordance with the value entered into the "Code of goods, work, service" field;

11) "Brief characteristics (description) of goods, works, services" field – indicates a brief characteristics (description) of procured goods, works, services in accordance with the value entered into the "Code of goods, work, service" field;

12) "Additional characteristics (in Kazakh)" field – indicates additional characteristics of the procurement item in Kazakh (optional field);

13) "Additional characteristics (in Russian)" field – indicates additional characteristics of the procurement item in Russian (optional field);

14) "Method of procurement" field – indicates the method of conducting the public procurement;

15) "Measuring unit" field – indicates the measuring unit of the item of public procurement in accordance with the value entered into the "Code of goods, work, service" field;

16) "Amount, volume" field – indicates the quantity or volume of procured goods, works or services;

17) "Price per unit, tenge" field – indicates the price per a unit of the item of public procurement in tenge;

18) "Amount approved for purchase, tenge" field is calculated by multiplying the value of the "Amount, volume" field by the value of the "Price per unit, tenge" field and indicates the amount for which the purchase is planned;

19) "Approved amount for the first year of the three-year period" field – indicates the amount, planned for the first year of the three-year period, in tenge;

20) "Forecasted amount for the second year of the three-year period, tenge" field – indicates the forecast amount for the second year of the three-year period, in tenge;

21) "Forecasted amount for the third year of the three-year period, tenge" field – indicates the forecast amount for the third year of the three-year period, in tenge;

22) "Planned date for announcing the procurement (month)" field – indicates the month in which the public procurement is planned;

23) "Supply time of goods, execution of works, provision of services (in Kazakh)" field – indicates the supply time of goods, execution of works, provision of services in Kazakh;

24) "Supply time of goods, execution of works, provision of services (in Russian)" field – indicates the supply time of goods, execution of works, provision of services in Russian;

25) "CATO" field – the code of the populated area of paragraph is indicated in accordance with the reference book "Classifier of administrative-territorial objects" in a numerical value;

26) "Place of supply of goods, execution of works, provision of services (in Kazakh)" field – indicates the place of supply of goods, execution of works, provision of services in Kazakh;

27) "Place of supply of goods, execution of works, provision of services (in Russian)" field – indicates the place of supply of goods, execution of works, provision of services in Russian;

28) "Amount of advance payment, %" field – indicates the amount of the planned advance payment;

29) "Attribute of supplier" field – indicates the attribute of conducting the procurement from certain categories of potential suppliers.

Annex 2  
to the Rules for  
public procurement

**List of goods, works, services for which division of goods, works, services into lots by their homogeneous types and place of their supply (performance, rendering) is not required**

No.	Name
1. Goods	
1	Stationery
2	Household goods
3	Detergents
4	Food
5	Medicines and medical products
6	Construction materials
7	Electrical goods
8	Plumbing goods
9	Spare parts
10	Light industry goods
11	Furniture products
2. Services	
1	Security and fire alarm services
2	Building maintenance services (cleaning of premises and landscaping, pressure testing and flushing of heating systems, electrical and plumbing work, carpenter services)
3	Printing services
3. Works	
1	Works on maintenance of adjacent territories

Annex 3  
to the Rules for  
public procurement

**List of works, for which the tender documentation may establish qualification requirements in terms of the potential supplier's work experience in the market of works to be procured**

No.	Name of services



Approved by:

\_\_\_\_\_  
(full name of the customer (single operator))

\_\_\_\_\_  
(Surname, Name, Patronymic (if any), of the person, approved the tender documentation)  
Decision

No. \_\_\_\_ Date \_\_\_\_\_

## TENDER DOCUMENTATION

\_\_\_\_\_  
(type of procurement item)

\_\_\_\_\_  
(name of tender)

Customer (not specified for organisers acting as one entity with the customer)

\_\_\_\_\_  
(indicate the name, location, BIN)

Representative of the customer (not specified for organisers acting as one person with the customer)

\_\_\_\_\_  
(indicate Surname, Name, Patronymic (if any), IIN, position, telephone, e-mail)

Organiser (single organiser)

\_\_\_\_\_  
(indicate the name, location, BIN)

Representative of the organiser (single operator)

\_\_\_\_\_  
(indicate Surname, Name, Patronymic (if any), IIN, position, telephone, e-mail)

Secretary of tender commission

\_\_\_\_\_  
(indicate Surname, Name, Patronymic (if any), position, telephone, e-mail)

### 1. General provisions

1. The tender shall be held to select supplier(s) in accordance with the attached list of lots.
2. This tender documentation (hereinafter referred to as the TD) includes:

1) the list of lots and terms and conditions of supply of goods, performance of works and provision of services according to the annual plan of public procurement in the form according to Annex 1 to this TD;

2) tender participation agreement according to Annex 2 to this TD;

3) form of a price quotation of a potential supplier according to Annex 3 to this TD;

4) beneficial ownership information, according to Annex 4 to this TD;

5) forms of qualification requirements according to Annexes 5, 6, 7 and 8 to this TD;

6) forms of information on the qualifications of a potential supplier for the supply of goods (performance of work, provision of services) according to Annexes 9, 10, 11 and 12 to this TD;

7) forms of technical specifications indicating national standards of the Republic of Kazakhstan, and in their absence, interstate standards for the purchased goods, works, services. In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the purchased goods, works, services are indicated, taking into account the standardization of public procurement according to Annexes 13, 14, 15 and 16 to this TD;

at the same time technical specification contains a requirement for suppliers to provide documents confirming compliance of supplied goods with the requirements established by technical regulations, provisions of standards or other documents in accordance with the legislation of the Republic of Kazakhstan on technical regulation. If necessary, the technical specification shall specify the requirement to potential suppliers to provide the potential supplier with technical specification of each component goods separately;

it is allowed to specify in the technical specification the requirements for potential suppliers to have in their applications for participation in the tender copies of letters (certificates, evidence) from manufacturers or their (dealers or distributors), technical passports, certificates of conformity of products, for the offered goods specified in the technical specification of a potential supplier;

if technical passports, certificates of conformity of products and other documents required by the customer, are issued upon purchase of goods or upon importation into the territory of the Republic of Kazakhstan, their registration in accordance with the established procedure, the potential supplier shall provide a letter of guarantee on submission of such documents upon supply of goods;

8) form of technical specification of the goods to be procured, submitted by the potential supplier for each lot separately according to Annex 17 to this TD;

9) the form of a joint operating agreement (consortium agreement) according to Annex 18 to this TD;

10) form of a bank guarantee to secure an application for participation in the tender according to Annex 19 to this TD;

11) the form of information on subcontractors for the performance of work (co-performers in the provision of services), as well as the types of work and services transferred by the potential supplier to subcontractors (co-performers) according to Annex 20 to this TD;

12) a list of mandatory criteria for evaluating applications submitted by potential suppliers for participation in a tender for public procurement of services provided for by the state social order, which will be taken into account by the tender commission to determine the winner of the tender offering the highest quality service, in accordance with paragraph 467 of the Rules according to Annex 21 to this TD.

3. The amount allocated for this tender for public procurement of goods (works, services) amounts to \_\_\_\_\_ tenge. The amount allocated for this tender in terms of lots amounts to:

Lot No.	Name of goods (work, service)	The amount allocated for the lot (tenge)	
(Lot No.)	(name of goods _____ work _____ service)	(Amount, _____ allocated _____ for the lot)	

4. A potential supplier wishing to participate in the tender must submit, along with their application, a security for the application for participation in the tender, amounting to one percent of the allocated budget for the procurement of goods, works, or services, in one of the following forms:

- 1) funds in the electronic wallet of the potential supplier;
- 2) a bank guarantee provided as an electronic document according to Annex 19 to this TD

5. The validity period of the security for the application for participation in the tender shall not be less than the validity period of the application itself.

## **2. Preliminary discussion of the draft tender documentation and clarification of its provisions by the organiser or customer**

6. Preliminary discussions concerning the draft TD shall not take place during the public procurement process, as such information is classified as state secrets in accordance with the legislation of the Republic of Kazakhstan pertaining to state secrets and/or contains official information with limited distribution. Comments on the draft TD, as well as requests for clarification regarding its provisions, may be submitted by prospective suppliers via the web portal to the customer, organiser, or single organiser no later than two working days subsequent to the announcement of the public procurement.

8. In the absence of comments on the draft TD and requests for clarification regarding the provisions of the TD within two working days following the posting of the announcement pertaining to the implementation of public procurement, the TD shall be deemed approved.

9. In the presence of comments and requests for clarification of the provisions of the TD, the customer or organiser shall, within two working days from the conclusion of the preliminary discussion period of the TD, undertake one of the following actions:

- 1) incorporate changes and/or additions to the draft TD;
- 2) reject comments on the draft TD, providing the rationale for such rejection;
- 3) offer clarifications concerning the provisions of the TD.

In cases of modifications and/or additions to the draft TD, a resolution is reached to endorse the revised TD on the web portal in a manner consistent with the approval of the original TD. The TD shall be deemed approved as of the date when the decisions outlined in subparagraphs 2) and 3) of this section are executed.

From the date of adoption of the decisions provided for in subparagraphs 2) and 3) of this paragraph TD shall be deemed approved.

10. The Organiser, not later than one working day from the day of approval of the TD, posts on the web portal the protocol of preliminary discussion of the draft TD.

In case of amendments and (or) additions to the draft TD, the Organiser, together with the protocol of preliminary discussion of the TD, posts the approved text of the TD, with automatic notification of potential suppliers-participants of the web portal, who received the draft TD.

11. The protocol of preliminary discussion of the draft TD, contains information on the received comments to the draft TD and decisions on them.

12. In case of decision on rejection of comments to the draft TD, the detailed justification of the reasons for their rejection is indicated in the protocol of preliminary discussion of the draft TD.

13. In case of requests from potential suppliers for clarification of the provisions of the TD through the web portal, the text of the clarification of the provisions of the TD shall be reflected in the protocol of preliminary discussion of the draft TD

14. The decision of the customer following the results of the preliminary discussions may be appealed in accordance with the procedure, determined by the Law.

### **3. Requirements for the design and submission of applications for participation in the tender by potential suppliers**

15. The application for participation in the tender shall be submitted in the form of an electronic document through the web portal and is a form of expression of consent of the potential supplier, applying for participation in the tender, to deliver goods (perform work, provide services) in accordance with the requirements and conditions stipulated by this TD, as well as the consent of the potential supplier to receive information about him, confirming compliance with the qualification requirements and restrictions established by Article 7 of the Law.

16. The potential Supplier shall accept tender participation agreement according to Annex 2 to this TD.

17. legal entities intending to participate in the tender as a consortium shall, prior to submitting an application, execute and conclude on the web portal the contract on joint economic activity (consortium agreement), according to Annex 18 to this TD.

18. The application for participation in the tender shall contain:

1) electronic copies of documents certified by electronic digital signature or electronic documents submitted by the potential supplier to confirm its compliance with the qualification requirements:

permits (notifications) and (or) patents, certificates, certificates, other documents confirming the right of the potential supplier to produce, process, supply and sell the goods to be procured, to perform works, provide services;

certificate or statement of state registration (re-registration) of a legal entity. If the legal entity operates on the basis of the Model Charter, approved in the order established by the legislation of the Republic of Kazakhstan, the application for state registration;

charter approved in accordance with the procedure established by the legislation, except for cases when the legal entity carries out activities on the basis of the Model Charter;

founding document (if the charter does not contain information on the founders or composition of the founders) containing information on the founder or composition of the founders or extract from the register of shareholders;

information on the volumes of services provided by the potential supplier over the past fifteen years, similar (similar) to those purchased in the tender, with the attachment of electronic copies of supporting documents; information on the availability of material resources stipulated by the tender documentation for the provision of services with the attachment of electronic copies of supporting documents (this requirement is established in the case of public procurement of state social order services for a period of more than one financial year);

information on qualified specialists involved in the implementation of the social project and (or) social program in accordance with the Standards of state social order, approved by the order of the Minister of Social Development of the Republic of Kazakhstan dated August 15, 2018 No. 19 (registered in the Register of state registration of regulatory legal acts under No. 17314);

information about qualification for participation in the process of public procurement according to Annexes 9, 10, 11 and 12 to this TD;

information about subcontractors for performance of works (co-executors in the provision of services), which are the item of procurement in the tender, according to Annex 20 to this TD, and the condition of prohibition of transfer by a potential supplier to subcontractors (co-executors) for subcontracting (co-execution) in total more than thirty percent of the total volume of work (cost of construction), services.

If a potential supplier intends to involve subcontractors (co-executors) of works or services, the potential supplier shall provide the organiser with electronic copies of documents

confirming the compliance of the involved subcontractors (co-executors) with the qualification requirements.

The requirements of the third, fourth, fifth, sixth and seventh paragraphs of the first part of this paragraph shall apply when implementing a tender for public procurement of services provided for by the state social order;

2) technical specification with indication of national standards and, in case of their absence, interstate standards for the goods, works and services to be procured. In the absence of national and interstate standards a description of functional, technical, quality and operational characteristics of the goods, works, services to be procured, including indication of trademarks, service marks, trade names, patents, utility models, industrial designs, name of the place of origin of goods and name of the manufacturer, and other characteristics in the forms according to Annexes 13, 14, 15 and 16 to this TD for works or services, Annex 17 to this TD for goods.

If necessary, the technical specification shall include normative and technical documentation;

The potential supplier, in accordance with the customer's requirements, shall provide technical specification for each component product separately.

3) security of the application for participation in the tender in the amount established by the Law, by means of:

a bank guarantee, submitted in the form of an electronic document according to Annex 19 to this TD;

money in the electronic wallet of a potential supplier;

4) Price quotation in the form of an electronic document, according to Annex 3 to this TD ;

5) beneficial ownership information, according to Annex 4 to this TD, which, if the application is declared the winner, is subject to disclosure in the results protocol.

19. The validity period of the tender application shall be no less than sixty calendar days from the date of opening of tender applications.

20. Electronic copies of documents contained in the tender application must be clear and legible, regardless of the color of the image.

21. The tender application, as well as all correspondence and documents concerning the tender application, shall be compiled and submitted in Kazakh or Russian at the choice of the potential supplier.

If they are compiled and submitted by the potential supplier in another language, an accurate (notarized) translation shall be attached to them.

#### **4. Procedure for submitting a tender application**

22. The tender application shall be submitted by the potential supplier to the organiser via the web portal.

23. Applications submitted by potential suppliers for participation in the tender shall be automatically registered on the web portal.

24. The tender application shall be considered accepted at the moment the web portal automatically sends a corresponding notification to the supplier who has submitted an application for participation in the tender.

25. The tender application of a potential supplier shall be automatically rejected by the web portal in the following cases:

1) the potential supplier has previously submitted an application for participation in this tender;

2) the tender application was received on the web portal after the final deadline for accepting applications for participation in this tender;

3) the price quotation exceeds the amount allocated for the purchase of these goods, works, services;

4) provided for in subparagraphs 1), 3), 4), 5), 6) and 8) of paragraph 1 of Article 7 of the Law.

26. The tender price quotation of a potential supplier shall be expressed in tenge.

## **5. Modification of the tender applications and their withdrawal**

27. The potential supplier not later than the deadline for submission of the tender applications may:

1) amend and (or) supplement the tender application for participation in the tender;

2) withdraw its application for participation in the tender, without forfeiting the right to return the security for the application for participation in the tender.

28. Amendments and (or) additions, as well as withdrawal of the application for participation in the tender after the deadline for submission of the tender applications shall not be allowed.

29. The potential supplier shall bear all costs associated with its participation in the tender. The customer, organiser, tender commission, expert commission (expert) shall not be obliged to reimburse these costs regardless of the results of the tender.

## **6. Opening of the tender applications**

30. The web portal automatically opens the tender applications within five minutes after the date and time of the end of the period for accepting the tender applications.

If only one tender application is submitted for the tender (lot), then such an application shall also be opened and considered.

31. The protocol for opening the tender applications shall be posted by the web portal automatically on the day of opening. At the same time, the web portal shall send automatic

notifications to members of the tender commission, potential suppliers, automatically registered on the web portal.

## **7. Consideration of the tender applications**

32. Consideration of the tender applications shall be carried out by the tender commission in order to identify potential suppliers that meet the qualification and TD requirements.

33. The tender commission shall:

1) via the web portal request materials and explanations from potential suppliers in connection with their applications in order to simplify the review, assessment and comparison of the tender applications;

2) in order to clarify the information contained in the applications for participation in the tender, request the necessary information in writing and (or) in the form of an electronic document from the relevant individuals or legal entities, government.

34. Based on the results of reviewing the tender applications for public services provided for by the state social order, the tender commission shall:

1) identify potential suppliers that meet the requirements of this TD and recognizes them as participants in the tender;

2) calculate points for evaluating the tender applications submitted by potential suppliers based on the following criteria:

compliance of the project offered by the potential supplier with the requirements of the Customer's technical Specificity;

compliance of the goal of the potential supplier's activities (in accordance with the constituent documents) with the services purchased by the Customer and the areas provided for in Article 5 of the Law of the Republic of Kazakhstan " On state social order, state order for the implementation of strategic partnership, grants and awards for non-governmental organizations in the Republic of Kazakhstan";

information on the presence of a potential supplier in the "Non-Governmental Organizations Database";

the potential supplier's work experience;

the length of service and qualifications of specialists involved in the implementation of a social project and (or) social program;

in the case of the project being implemented at the expense of the local budget - the work experience of a non-governmental organization in the relevant region.

The calculation of points for the criteria provided for in this subparagraph of this clause is calculated in accordance with Appendix 21 to the TD.

Potential suppliers whose competitive applications scored less than one point for the criteria specified in the first, second and third paragraphs of subparagraph 2) of this paragraph shall not be allowed to participate in the tender.



A potential supplier whose tender application has a final score of less than 9 points shall not be allowed to participate in the tender.

In the event that a potential supplier fails to submit documents confirming the specified criteria, the tender commission shall not calculate the corresponding points for evaluating their tender applications.

The conditions offered by potential suppliers for evaluating their tender applications shall be included in the contract.

3) apply a conditional price reduction to the price quotations of potential suppliers admitted to participate in the tender depending on the number of points assigned by the tender commission for evaluating the tender applications, as provided for in subparagraph 2) of this paragraph.

35. The points awarded by the tender commission for all criteria are automatically summed up by the web portal, based on which the potential supplier is given a final assessment of its application to participate in the tender, expressed in points.

36. The following conditional reduction of tender offers shall be applied to potential suppliers admitted to participate in the tender based on the results of review of the requirements of the tender documentation and assessment of their tender applications:

if the final assessment of the application to participate in the tender of a potential supplier is from 12 to 17 points inclusive, then the price quotation of the potential supplier is conditionally reduced by 10%;

if the final assessment of the application to participate in the tender of a potential supplier is from 18 to 23 points inclusive, then the price quotation of the potential supplier is conditionally reduced by 20%;

if the final assessment of the application to participate in the tender of a potential supplier is from 24 to 28 points inclusive, then the price quotation of the potential supplier is conditionally reduced by 30%.

37. The tender commission shall calculate points for each potential supplier who has submitted an application to participate in the tender, including when only one application has been submitted for participation in the tender.

38. The tender commission shall apply a conditional price reduction to the price quotations of potential suppliers admitted to participate in the tender, except when only one application has been admitted to participate in the tender.

39. Based on the results of the consideration of the tender applications, the tender commission shall draw up a protocol on the results.

The tender commission shall consider an application for participation in the tender as meeting the TD requirements if it contains grammatical or arithmetic errors that can be corrected without affecting the essence of the submitted tender application.

40. The tender commission shall recognize the tender security contributed as not meeting the TD requirements in the following cases:

1) insufficient validity period of the tender security presented in the form of a bank guarantee;

2) improper execution of the tender security, which is expressed in the absence of information that does not allow the tender commission to establish:

the person who issued the tender security;

the name and number of the tender for participation in which the tender security is contributed in the form of a bank guarantee;

the validity period of the tender security, the conditions for its provision, presented in the form of a bank guarantee and (or) the amount of the tender security;

the person to whom the tender security is issued;

the person in whose favor the tender security is contributed;

3) the contribution of the tender security in the amount of less than one percent of the amount allocated for the tender.

The tender security amount calculated in tiyns is rounded off. In this case, an amount less than fifty tiyns is rounded off to zero, and an amount equal to fifty tiyns and above is rounded off to one tenge.

For other reasons, recognition of the deposited security for an application for participation in an electronic tender as not meeting the TD requirements is not allowed.

41. When depositing tender security in an amount less than one percent of the amount allocated for the tender, a potential supplier has the right to deposit additional tender security in one of the types provided for by the Rules in order to bring the tender security amount into compliance with the TD requirements.

Potential suppliers who have not deposited tender security are not granted the right to bring the tender applications into compliance with the TD requirements.

42. A potential supplier shall not be allowed to participate in the tender (is recognized as a participant in the tender) if:

1) he and (or) his subcontractor or co-executor are determined not to meet the qualification requirements;

2) has restrictions related to participation in public procurement, provided for in Article 7 of the Law. For restrictions related to participation in public procurement, provided for in subparagraphs 1), 3), 4), 5), 6) and 8) of paragraph 1 of Article 7 of the Law, the tender application of a potential supplier shall be subject to automagical rejection by the web-portal. For restrictions related to participation in public procurement, provided for in subparagraphs 7), 9), 10) and 11) of paragraph 1 of Article 7 of the Law, the tender commission shall consider information on the internet resources of the relevant authorized bodies;

3) his tender application is determined to be non-compliant with the TD requirements, including if he has not submitted tender security in accordance with the requirements of the Rules.

43. When forming a protocol on the results of public procurement by means of a tender, the Tender Commission shall determine conditional discounts in accordance with the criteria provided for in the Rules for the implementation of public procurement applicable to each potential supplier who has submitted an application for participation in the tender, except for cases where one application is submitted for participation in the tender.

44. The procedure for calculating the criteria affecting the price quotation is determined by the Rules.

45. It is permissible for the technical specification of goods, works and services of a potential supplier to be inconsistent with the technical specification of goods, works and services specified in the TD if better functional, technical, operational and quality characteristics of goods (services), technological solutions and (or) execution of works from better materials are offered.

46. The tender application is recognized as meeting the TD requirements if it contains grammatical or arithmetic errors that can be corrected without affecting the essence of the submitted application for participation in the tender.

47. The requirements of paragraphs 34, 35, 36, 37 and 38 of this TD shall be applied in the implementation of the tender for public procurement of state social procurement services.

## **8. Evaluation and comparison of price quotations and determining the winner of the tender**

48. The price quotation is opened automatically by the web portal after the tender has been reviewed for compliance with the qualification and TD requirements.

49. The web portal automatically evaluates and compares the applicants' price quotations: the dumping price determined in accordance with the Rules is calculated;

conditional prices of the applicants are compared, the winner of the tender is determined on the basis of the lowest conditional price, as well as the potential supplier ranked second on the basis of the price following the lowest conditional price;

in case of equality of conditional prices of competitive price offers the winner is determined in accordance with the Rules.

50. The results of evaluation and comparison of competitive price offers shall be placed in the protocol on the results of public procurement by tender.

## **9. Refunding of the security of tender applications**

51. The Organiser shall return the tender security deposited in the form of an electronic bank guarantee to the potential supplier within three working days from the date of occurrence of one of the following cases:

1) posting of the protocol of opening in cases of withdrawal by the given potential supplier of its application for participation in the tender before the expiration of the final deadline for submission of the tender applications;

2) signing of the protocol on the results of public procurement by means of a tender. The specified case does not apply to the participant of the tender determined as the winner of the tender;

3) signing by the potential supplier of the public procurement contract and depositing the security for execution of the contract and (or) the amount in accordance with Article 13 of the Law (if any).

52. The single operator shall automatically unblock a potential supplier's blocked tender security in the following cases:

1) the potential supplier withdraws its application to participate in the tender before the deadline for submitting the tender applications;

2) the protocol on the results of public procurement by means of a tender is signed. This case does not apply to a participant in the tender determined as the winner of the tender;

3) the potential supplier signs a public procurement contract and makes a security deposit for the performance of the contract and (or) an amount in accordance with Article 13 of the Law (if any).

53. Tender security deposited in the form of an electronic bank guarantee shall not be returned by the organiser in cases where:

1) the potential supplier determined to be the winner of the tender has evaded concluding a public procurement contract;

2) the winner of the tender, having concluded the contract, has failed to fulfill or has improperly fulfilled, including untimely fulfilled, the requirements established by the TD on the deposit and (or) the terms for depositing the contract performance security and (or) the amount in accordance with Article 13 of the Law.

54. Tender security deposited via an electronic wallet shall be blocked by the single operator and shall not be returned to the potential supplier if one of the following events occurs:

1) the potential supplier determined to be the winner of the tender has evaded concluding a public procurement contract;

2) the winner of the tender, having concluded a contract, has failed to fulfill or has improperly fulfilled, including untimely fulfilled, the requirements established by the TD on the deposit and (or) the terms for depositing security for the performance of the contract and (or) the amount in accordance with Article 13 of the Law.

## **10. Public procurement contract**

55. A public procurement contract (hereinafter referred to as the contract) is concluded through a web portal between the customer and the supplier, certified by electronic digital signatures, except for cases provided for by the Law and the Rules.

56. The procedure and terms for sending the draft agreement, concluding the agreement, making security for the execution of the agreement and (or) the amount in accordance with

Article 13 of the Law (if any), as well as other conditions of the agreement are determined by the Rules.

#### **11. Requirement to potential suppliers in terms of availability of work experience**

57. Qualification requirements for potential suppliers in terms of experience in the market of purchased goods, works, and services shall be established in cases stipulated by the Rules.

Annex 1  
to the tender documentation

#### **List of lots and terms for the supply of goods, performance of work, provision of services (formed on the basis of the approved annual plan)**

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No.	Name of the customer	Name of goods (work, service) *	Measuring unit	Amount, volume	Supply terms (in accordance with INCOTE RMS 2010)	Supply time of goods, works, services	Place of supply of goods, performance of work, provision of services	Amount of advance payment, %	Amount, allocated for the lot, tenge
1	2	3	4	5	6	7	8	9	10

\* Complete description and characteristics of goods, works, services are specified in the technical specification.

Annex 2  
to the tender documentation

#### **Tender participation agreement**

We hereby express our desire to participate in these public procurements by means of a tender as a potential supplier and agree to carry out (supply of goods(s), performance of works, provision of services) in accordance with the requirements and conditions stipulated by TD, as well as consent to receive information confirming our compliance with the qualification requirements and restrictions established by Article 6 of the Law.

In the event that the TD instead of the technical specification contains the design and estimate documentation approved in the established manner, we hereby also express our consent to perform the work in accordance with this design and estimate documentation. We hereby confirm the absence of violations of the restrictions provided for in Article 7 of the Law, as well as the absence between me (the potential supplier) and the customer and (or) the organiser of public procurement of relations that are not permitted by the Law and we give our consent to terminate the public procurement agreement in accordance with the established

laws of the Republic of Kazakhstan in the event of the discovery of facts specified in the Rules.

We confirm that we have read the tender documentation and will provide the organiser and the tender commission with false information about our eligibility, qualifications, quality and other characteristics (of the supplied goods (s), work performed, services provided), compliance with copyright and related rights, as well as other restrictions provided for by the current legislation of the Republic of Kazakhstan.

We assume full responsibility for the submission of such false information in the application for participation in the tender and the documents attached thereto. We undertake to immediately notify the authorized body for combating corruption about the facts of corruption offenses known to us committed by officials of the customer, organiser (single operator), as well as participants in the tender.

At the same time, we accept full responsibility for actions (inactions) leading to corruption risks, as well as violation of the legislation on public procurement.

Our tender application will be valid for the period required by the tender documentation.

If our application is recognized as the winner, we agree to disclose information about all our beneficial owners in the protocol on the results.

In case our application for participation in the tender is recognized as the winning application and conclusion of the public procurement contract, we will make a security for the execution of the public procurement contract, as well as the amount in accordance with Article 13 of the Law (if any), in the amount specified in the tender documentation, and agree to disclose information related to the execution of the public procurement contract (supply note (act) for the supply of goods).

Annex 3  
to the tender documentation

**The price quotation of the potential supplier  
(to be filled in separately per each lot)**

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Supplier's name \_\_\_\_\_

BIN/IIN/TIN/TRN \_\_\_\_\_

Name of the price quotation currency \_\_\_\_\_

Measuring unit \_\_\_\_\_

Price per unit including all expenses and discounts \_\_\_\_\_

Quantity (volume) \_\_\_\_\_

Terms of supply of goods INCOTERMS 2010 \_\_\_\_\_

Total price (quantity multiplied by unit price) \_\_\_\_\_

We agree with your payment terms as specified in the tender documentation.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Annex 4  
to the tender documentation

**Information about beneficiary ownership of the potential supplier  
(to be filled in by the potential supplier)**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

BIN/IIN/TIN/TRN and name of the potential supplier \_\_\_\_\_

No.	Surname, Name, Patronymic (if any) of the beneficiary owner	Identity document of the beneficiary owner (indicate document number and date of issue, citizenship, country of residence)	Direct or indirect ownership of 25% or more shares (interests in the authorized capital)	Direct or indirect ownership of 25% or more of the voting shares (shares in the authorized capital)	Direct or indirect right to appoint a majority of the members of the board of directors or similar governing body	No beneficial owner meets one or more of the preceding conditions	Information on the impossibility of determining the beneficiary owner (document attachment)
			Yes/no	Yes/no	Yes/no	Yes	

Note:

A beneficial owner is any individual who owns shares (participatory interests in the authorized capital) of a potential supplier or controls its activities if one or more of the following conditions are met:

directly or indirectly owns 25% or more of shares (participatory interests in the authorized capital);

directly or indirectly owns 25% or more of voting shares (participatory interests in the authorized capital);

directly or indirectly has the right to appoint the majority of members of the board of directors or similar governing body of a potential supplier.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 5  
to the tender documentation

**Qualification requirements for a potential supplier in public procurement of goods (to be filled in by the customer)**

Name of the customer \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The potential supplier must meet the following qualification requirements.

1. Availability of a permission (notification) for the supply of goods in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications.

If the supply of goods requires obtaining the appropriate permit, the following information must be filled in when sending the notification.

No.	Name of permission (notification)
1	

If the supply of goods does not require obtaining the appropriate permit or sending a notification, then this information is not filled in.

2. No tax arrears exceeding six times the monthly calculation indicator established for the relevant financial year by the law on the republican budget (determined by the web portal automatically based on information from state revenue authorities).

3. Not subject to bankruptcy or liquidation procedures.

4. Availability of the necessary material and labor resources

Availability of material resources	Not required
Availability of labor resources	Not required

5. Availability of work experience relevant to the subject matter of the goods to be procured for the last ten years.

Availability of work experience	Not required
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Note: Establishment of qualification requirements for potential suppliers in other documents shall not be allowed.

Annex 6  
to the tender documentation

**Qualification requirements imposed on a potential supplier when carrying out public procurement of construction and installation works and works on development of design (design and estimate) documentation (to be filled in by the customer)**

Name of the customer \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender name \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_

The potential supplier must meet the following qualification requirements.

1. Availability of a permission (notification) for the performance of construction and installation works and works on the development of design (design and estimate documentation) in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications.

No.	Name of permission (notification)	Type of activity	Subtype of the licensed type of activity provided for by the Law of the Republic of Kazakhstan "On permissions and notifications", relevant to the subject of the tender
1			

2. To be financially stable and not to have tax arrears exceeding six times the amount of the monthly calculation indicator established for the relevant financial year of the law on the republican budget (determined automatically by the web portal based on information from state revenue authorities).

3. Not be subject to bankruptcy or liquidation procedures.

4. Possession of material and labor resources is confirmed by the relevant permit (notification), issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, provided for in paragraph 1 of this Annex.

5. There is no qualification requirement in terms of experience in procurement for construction and installation works and work on the development of design (design and estimate) documentation.

6. Information about available work experience for calculation of criteria that influence on the price quotation.

						Subtype of the licensed type of activity
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No.	Name of the subject of procured works (lot name)	Type of construction (new, reconstruction, expansion, technical re-equipment, modernization, major repairs of existing facilities (buildings, structures and their complexes, communications))	Level of responsibility of buildings and structures (first – high, second – normal, third – low)	Technical complexity of facilities (buildings and structures related to technically complex facilities, and buildings and structures not related to technically complex facilities)	Functional purpose (industrial facilities, production buildings, structures, housing and civil facilities, other structures)	provided for by sections 5 and 6 of the List of first category (permissions (licenses) of the Law of the Republic of Kazakhstan "On permissions and notifications", relevant to the subject of the tender, except for works on housing and civil engineering facilities
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Note: Establishment of qualification requirements for potential suppliers in other documents shall not be allowed.

Annex 7  
to the tender documentation

**Qualification requirements imposed on a potential supplier when performing public procurement works not related to construction and installation works (to be filled in by the customer)**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The potential supplier must meet the following qualification requirements.

1. Availability of permission (notification) to perform work in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications.

If the execution of work requires obtaining the appropriate permit, the following information must be filled in when sending the notification.

No.	Name of permission (notification)
1	

If the execution of work does not require obtaining the appropriate permit or sending a notification, then this information is not filled in.

2. No tax arrears exceeding six times the monthly calculation indicator established for the relevant financial year law on the republican budget (determined automatically by the web portal based on information from state revenue authorities).

3. Not be subject to bankruptcy or liquidation procedures.

4. Availability of the necessary material and labor resources

Material resources:

No.	Name of material resources	Quantity
1		

Labor resources:

No.	Name of labor resources (specialty/qualification)	Quantity
1		

5. Availability of work experience over the last ten years, similar to those purchased in the tender.

In the event that a relevant permit (notification) in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications is required to perform the procured works, no work experience requirement shall be imposed.

No.	Name of the subject of procured works (lot name)	Number of years
1		

Note.

1. Each name of the required material and labor resources shall be indicated in a separate line.

2. Establishment of qualification requirements for potential suppliers in other documents shall not be allowed.

Annex 8  
to the tender documentation

**Qualification requirements to the potential supplier when carrying out public procurement of services (to be filled in by the customer)**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The potential supplier must meet the following qualification requirements.

1. Availability of a permission (notification) for provision of services in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications.

If the provision of services requires obtaining the appropriate permission, the following information must be filled in when sending the notification.

No.	Name of permission (notification)
1	

If the provision of services does not require obtaining the appropriate permission or sending a notification, then this information is not filled in.

2. Absence of tax arrears exceeding six times the monthly calculation indicator established for the relevant financial year law on the republican budget (determined automatically by the web portal based on information from state revenue authorities).

3. Not be subject to bankruptcy or liquidation procedures.

4. Availability of necessary material and labor resources

Material resources:

No.	Name of material resources	Quantity
1		

Labor resources:

No.	Name of labor resources (specialty/qualification)	Quantity	The length of service of the employee (if necessary) not more than three years (except for cases when the legislation of the Republic of Kazakhstan or approved standards provide for a higher length of service)
1			

5. Availability of work experience corresponding to the subject matter of the services to be procured for the last five years.

If the services to be procured require a relevant permission (notification) in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, no work experience requirement shall be imposed.

No.	Name of the subject of services to be procured (name of the lot)	Number of years
1		

Note.

1. Each name of the required material and labor resources shall be indicated in a separate line.

2. Establishment of qualification requirements for potential suppliers in other documents shall not be allowed.

Annex 9  
to the tender documentation

**Information on qualifications and criteria influencing the price quotation when purchasing goods (filled in by the potential supplier (co-contractor))**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

BIN/IIN/TIN/TRN and name of the potential supplier

(co-contractor) \_\_\_\_\_

1. Information on the availability of the relevant permit (notification), notification issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, with the attachment of electronic copies of permissions (notifications) in cases where there is no information about them in the information systems of state bodies.

No.	Name of permission (notification)	(Type of activity)	Special conditions (category)	Date and number of issue of the document	Electronic copy of the permission (notification)
1.					

This item shall be filled in if the delivery of goods requires obtaining the appropriate authorization, sending a notification.

2. Information on the absence of tax debts exceeding six times the amount of the monthly calculation index established for the relevant financial year law on the republican budget, as well as on the financial stability of the potential supplier determined automatically by the web portal based on information from state revenue authorities.

3. Information on bankruptcy or liquidation procedure (potential supplier confirms that he is not bankrupt and is not subject to liquidation procedure).

4. Information on the availability of the required material resources necessary for the supply of goods with the attachment of electronic copies of supporting documents.

Availability of material resources	Not required
Availability of labor resources	Not required

5. Availability of work experience relevant to the subject matter of the goods to be procured for the last ten years.

Availability of work experience	Not required
<input type="checkbox"/>	I confirm the accuracy of all information about qualifications. In case of failure to indicate information in this annex, such information is incomplete.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No.

**Information on qualifications and criteria influencing the price quotation in the procurement of construction and installation works and works on the development of design (design and estimate) documentation (filled in by the potential supplier (subcontractor))**

Name of the customer \_\_\_\_\_  
 Name of the organiser \_\_\_\_\_  
 Tender No. \_\_\_\_\_  
 Tender name \_\_\_\_\_  
 Lot No. \_\_\_\_\_  
 Lot name \_\_\_\_\_  
 BIN/IIN/TIN/TRN and name of the potential supplier  
 (subcontractor) \_\_\_\_\_

1. Information on availability of the relevant permission (notification) issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, with the attachment of electronic copies of permissions (notification) in cases where there is no information about them in the information systems of state bodies.

No.	Name of permission (notification)	Type of activity	Subtype of the licensed type of activity provided for by the Law of the Republic of Kazakhstan "On permissions and notifications", relevant to the subject of the tender	Special conditions (category)	Date and number of issue of the document	Electronic copy of the permission (notification)
1.						

2. Information on the absence of tax arrears exceeding six times the amount of the monthly estimated indicator established for the relevant fiscal year of the law on the republican budget, as well as on the financial stability of the potential supplier are determined by the web portal automatically based on the information from the state revenue authorities.

3. Information on bankruptcy or liquidation procedure (the potential supplier confirms that it is not bankrupt and is not subject to liquidation procedure).

4. Possession of material and labor resources shall be confirmed by the relevant permit (notification) issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications provided for in paragraph 1 of this Annex.

5. Information on the availability of experience of works performed during the last ten years preceding the current year, similar (analogous) to those procured at the tender, for

calculation of criteria affecting the price quotation (formed taking into account format-logical control).

No.	Name of work	Status of a potential supplier for a construction project (general contractor, general designer/subcontractor)	Type of construction (construction of new, reconstruction, expansion, technical re-equipment, modernization, major repairs of existing facilities (buildings, structures and their complexes, communications))	Level of responsibility of buildings and structures (first – high, second – normal, third – low)	Technical complexity of facilities (buildings and structures related to technically complex facilities, and buildings and structures not related to technically complex facilities)
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Table continued

Functional purpose (industrial facilities, production buildings, structures, housing and civil facilities, other structures)	Subtype of the licensed type of activity provided for by sections 5 and 6 of the List of first category (permissions (licenses) of the Law of the Republic of Kazakhstan "On permissions and notifications", relevant to the subject of the tender, except for works on housing and civil engineering facilities	Place of performance of work (location of the facility)	Name of the customer	The year of completion of works according to the date of the act of acceptance of the facility into operation	Name, date and number of supporting documents	Electronic copy of supporting documents (link)
<input type="checkbox"/>	I confirm the accuracy of all information about qualifications. In case of failure to indicate information in this annex, such information is incomplete.					

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No.

**Information on qualifications and criteria influencing the price quotation in the procurement of works not related to construction and installation works (to be filled in by the potential supplier (subcontractor))**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

BIN/IIN/TIN/TRN and name of the potential supplier  
(subcontractor) \_\_\_\_\_

1. Information on availability of the relevant permission (notification) issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, with the attachment of electronic copies of permissions (notification) in cases where there is no information about them in the information systems of state bodies.

No.	Name of permission (notification)	(Type of activity)	Special conditions (category)	Date and number of issue of the document	Electronic copy of the permission (notification)
1.					

This item shall be filled in if the performance of works requires obtaining a permission or sending a notification.

2. Information on the absence of tax arrears exceeding six times the amount of the monthly estimated indicator established for the relevant fiscal year of the law on the republican budget, as well as on the financial stability of the potential supplier determined automatically by the web portal based on information from state revenue authorities.

3. Information on bankruptcy or liquidation procedure (the potential supplier confirms that it is not bankrupt and is not subject to liquidation procedure).

4. Information on the availability of required material and labor resources necessary for the performance of works with electronic copies of supporting documents attached.

Material resources:

No.	Name of material resources	Quantity of available units	Condition (new, good, poor)	Owned (attach documents confirming the ownership right), leased (from whom and attach documents confirming the ownership)	Name, date and number of the supporting document	Electronic copy of supporting
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				right of the lessor)		documents (link)
1						

#### Labor resources:

No.	Name of specialty (qualification)	Surname, Name, Patronymic (if any), IIN of employees	Document on qualifications (indicate the number and date of issue of the diploma of education, certificate, attestation, attach their electronic copies)	To be confirmed by means of an electronic digital signature of the employee or a unified system for recording employment contracts
1				

5. Information about the experience of works performed within the last ten years preceding the current year, similar (equivalent) to the works to be procured at the tender, with attachment of electronic copies of supporting documents.

If a relevant permission (notification) is required to carry out public procurement of works in accordance with Law of the Republic of Kazakhstan on permissions and notifications, the qualification requirement for availability of work experience shall not be imposed.

No.	Name of work	Place of performance of work (location of the object)	Name of the customer	Year of completion of works according to the date of the certificate of completion of works	Name, date and number of the supporting document	Electronic copy of supporting documents (link)
1						
<input type="checkbox"/>		I confirm the accuracy of all information about qualifications. In case of failure to indicate information in this annex, such information is incomplete.				

#### Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No.

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 12  
to the tender documentation

#### Information on qualification and criteria influencing the price quotation in the procurement of services

(to be filled in by the potential supplier (co-contractor))

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

BIN/IIN/TIN/TRN and name of the potential supplier

(co-contractor) \_\_\_\_\_

1 information on availability of the relevant permission (notification) issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, with the attachment of electronic copies of permissions (notification) in cases where there is no information about them in the information systems of state bodies.

No.	Name of permission (notification)	(Type of activity)	Special conditions (category)	Date and number of issue of the document	Electronic copy of the permission (notification)
1.					

This item is filled in if the provision of services requires obtaining the appropriate permission, sending a notification.

2. Information on the absence of tax arrears exceeding six times the amount of the monthly estimated indicator established for the relevant fiscal year of the law on the republican budget, as well as on the financial stability of the potential supplier are determined by the web portal automatically based on the information from the state revenue authorities.

3. Information on bankruptcy or liquidation procedure (the potential supplier confirms that it is not bankrupt and is not subject to liquidation procedure).

4. Information about availability of required material and labor resources necessary for provision of services with attachment of electronic copies of supporting documents.

Material resources:

No.	Name of material resources	Quantity in the available units	Condition (new, good, poor)	Owned (attach documents confirming the ownership right), leased (from whom and attach documents confirming the ownership right of the lessor)	Name, date and number of the supporting document	Electronic copy of supporting documents (link)
1						

Labor resources:

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No.	Name of specialty (qualification)	Surname, Name, Patronymic (if any), IIN of employees	Document on qualifications (indicate the number and date of issue of the diploma of education, certificate, attestation, attach their electronic copies)	To be confirmed by means of an electronic digital signature of the employee or a unified system for recording employment contracts
1				

5. Information on the experience of services rendered during the last five years preceding the current year, similar (similar) to those procured at the tender, with the attachment of electronic copies of supporting documents.

In the event that the implementation of public procurement of services requires the presence of a relevant permission (notification) in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, the qualification requirement for work experience is not imposed.

No.	Name of service	Place of provision of services	Name of the customer	Year, month of provision of service (from __ to __)	Name, date and number of the supporting document	Electronic copy of supporting documents (link)
1						
<input type="checkbox"/>	I confirm the accuracy of all information about qualifications. In case of failure to indicate information in this annex, such information is incomplete.					

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 13  
to the tender documentation

### Technical specification of procured goods (to be filled in by the customer)

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Name of tender \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

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Name of the code of the Unified Nomenclature Reference book of Goods, Works, Services*	
Name of goods*	
Measuring unit*	
Quantity (volume)*	
Price per unit, excluding value added tax*	
Total amount allocated for purchase, excluding value added tax*	
Supply terms (in accordance with INCOTERMS 2010)*	
Supply term*	
Place of delivery*	
Amount of advance payment*	
Name of national standards and, in their absence, interstate standards for the goods to be procured. In the absence of national and interstate standards, the required functional, technical, qualitative and operational characteristics of the goods to be procured shall be specified, taking into account public procurement standardization.	
The goods must be new, unused, year of manufacture not earlier (up to three years) before the date of conclusion of the contract, except for the purchase of a building, structure, construction, premises having non-residential purpose.	
Warranty period (in months)	
Description of the required functional, technical, qualitative, operational and other characteristics of the purchased goods	
Related services (to be specified if necessary) (installation, adjustment, training, inspections and testing of goods)	
Conditions to the potential supplier in case of its determination as the winner and conclusion of the contract on public procurement (to be specified if necessary) (Rejection of the potential supplier for failure to specify or failure to provide the specified information is not allowed)	

#### Note.

1. Each requirement on functional, technical, quality, operational, other characteristics, related services and additional conditions to the Contractor shall be specified in a separate line.

2. Establishment in this technical specification of qualification requirements to a potential supplier is not allowed.

3. It is not allowed to establish the requirements of the technical specification in other documents.

\* information is pulled from the public procurement plan (displayed automatically).

**Technical specification of purchased construction and installation works and work on the development of design (design and estimate) documentation (to be filled in by the customer)**

Name of the customer \_\_\_\_\_  
Name of the organiser \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender name \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_

Name of the code of the Unified Nomenclature Reference book of Goods, Works, Services*	
Name of work*	
Measuring unit*	
Quantity (volume)*	
Unit price, excluding value added tax *	
Total amount allocated for purchase, excluding value added tax *	
Work completion period *	
Amount of advance payment *	
Warranty period (in months)	
Conditions to the potential supplier in case of its determination as the winner and conclusion of the contract on public procurement (to be specified if necessary) (Rejection of the potential supplier for failure to specify or failure to provide the specified information is not allowed)	

\* information is pulled from the public procurement plan (displayed automatically).

Note: Establishment in this technical specification of qualification requirements to a potential supplier is not allowed.

**Technical specification of procured works not related to construction and installation works (to be filled in by the customer)**

Name of the customer \_\_\_\_\_  
Name of the organiser \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender name \_\_\_\_\_  
Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Name of the code of the Unified Nomenclature Reference book of Goods, Works, Services*	
Name of work*	
Measuring unit*	
Quantity (volume)*	
Unit price, excluding value added tax*	
Total amount allocated for purchase, excluding value added tax*	
Work completion period*	
Amount of advance payment*	
Warranty period (in months)	
Description of required characteristics, parameters and other initial data	
Conditions to the potential supplier in case of its determination as the winner and conclusion of the contract on public procurement (to be specified if necessary) (Rejection of the potential supplier for failure to specify or failure to provide the specified information is not allowed)	

\* information is pulled from the public procurement plan (displayed automatically).

Note.

1. Each required characteristics, parameters, initial data and additional conditions shall be specified on a separate line.

2. It is not allowed to establish in the technical specification qualification requirements for the potential supplier.

3. The requirements of the technical specification in other documents are not permitted.

Annex 16  
to the tender documentation

### Technical specification of procured services (to be filled in by the customer)

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Name of the code of the Unified Nomenclature Reference book of Goods, Works, Services*	
Name of the service*	

Measuring unit*	
Quantity (volume)*	
Price per unit excluding value-added tax *	
Total amount allocated for procurement, excluding value-added tax *	
Period of provision of service*	
Amount of advance payment*	
Warranty period (in months)	
Description of required characteristics, parameters and other source data:	
Conditions to the potential supplier in case of its determination as the winner and conclusion of a public procurement contract with it (Indicate as necessary) ( Rejection of a potential supplier for failure to specify or provide the specified information shall not be allowed)	

\* information is pulled from the public procurement plan (displayed automatically).

Note.

1. Each characteristics, parameters, initial data and additional conditions to the contractor shall be specified in a separate line.

2. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of qualification requirements for the potential supplier in the technical specification shall not be allowed.

3. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of requirements of the technical specification in other documents shall not be allowed.

Annex 17  
to the tender documentation

### Technical specification of offered goods (to be submitted by the potential supplier separately per each lot)

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Supplier's name \_\_\_\_\_

Business identification number of the supplier \_\_\_\_\_

Name of goods with indication of brand and/or trademark or service mark, model, type	
Country of origin	

Manufacturer (name of the manufacturer and its location (address, if any))	
Year of manufacture	
Warranty period (if any) (in months)	
Delivery period	
Place of delivery of goods	
Name of national standards, and in case of their absence interstate standards for the offered goods. In the absence of national and interstate standards the required functional, technical, qualitative and operational characteristics of the offered goods shall be specified (exact characteristics shall be specified).	
Description of functional, technical, qualitative, operational and other characteristics of the offered goods (specify exact characteristics).	
Related services (indicate as necessary) (installation, adjustment, training, inspections and testing of goods)	
Conditions to the potential supplier in case of its determination as the winner and conclusion of a public procurement contract with it	Formed automatically by the web portal (pulled from the technical specification of the customer)
<input type="checkbox"/>	I confirm the validity of all information of the technical specification of the offered goods.

**Note:**

1. Each characteristics, parameters, initial data and additional conditions to the contractor shall be specified in a separate line.
2. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of qualification requirements for the potential supplier in the technical specification shall not be allowed.
3. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of requirements of the technical specification in other documents shall not be allowed.
4. When a potential supplier is recognized as the winner of the tender and a contract is concluded with it, the technical specification of such contract shall be formed on the basis of the technical specification of the winner of the tender.

Annex 18  
to the tender documentation

**Joint Activity Agreement (Consortium Agreement)**

" " \_\_\_\_\_ 20\_\_ (date)

\_\_\_\_\_,  
(name of the legal entity, BIN, legal address)

hereinafter referred to as the "Main Participant", represented by \_\_\_\_\_

\_\_\_\_\_



acting \_\_\_\_\_ on the basis \_\_\_\_\_, (position, Surname, Name, Patronymic (if any), IIN) (charter, certificate) \_\_\_\_\_, hereinafter referred to as the "Participant-2",

(name of the legal entity, BIN, legal address) represented by \_\_\_\_\_, acting \_\_\_\_\_ on the basis \_\_\_\_\_,

(position, Surname, Name, Patronymic (if any), IIN) (charter, certificate) \_\_\_\_\_ hereinafter referred to as the "Party -3", (name of the legal entity, BIN, legal address) represented by \_\_\_\_\_, acting \_\_\_\_\_ on the basis \_\_\_\_\_, (position, Surname, Name, Patronymic (if any), IIN) (charter, certificate) jointly referred to as the "Participants", have concluded this consortium agreement (hereinafter referred to as the Agreement) as follows:

## **1. Terms, their Definitions and Interpretations**

1.1. The participants agreed to the following unambiguous interpretation of the terms and concepts specified in this Agreement:

"Customer" - \_\_\_\_\_.  
(name of the customer)

"Organiser" - \_\_\_\_\_.  
(name of the organiser)

"Tender" - \_\_\_\_\_.  
(No. and name of tender)

"Consortium" – temporary voluntary equal union (association) of the Participants on the basis of this Agreement, in which the Participants combine certain resources and coordinate efforts to resolve the successful implementation of the Project;

"Procurement Contract" – a public procurement contract, concluded by the Customer based on the results of the conducted Tender;

"Project" \_\_\_\_\_  
(No. and name of the lot)

"Implementation of the project" - fulfillment by the consortium of its obligations under the Procurement Contract;

"Confidential Information" means any scientific, technical, technological, business, financial, economic or other information, including documents containing or otherwise reflecting information about the Participants, including information about their financial and economic activities, founders, subsidiaries, employees and agents, information about the counterparties of the Participants, other information that has actual or potential commercial value due to its unknown to third parties, regardless of whether such information is labeled as "Confidential".

1.2. Concepts and definitions that are not directly specified in this paragraph of the Agreement, shall apply in the meanings, established by the legislation of the Republic of Kazakhstan.

## **2. Subject Matter of the Agreement**

2.1. The Participants to this Agreement shall create a Consortium, the purpose of which is to participate in the tender, and in case the Consortium is recognized as the winner of the Tender and subsequent conclusion of the Procurement Contract - successful implementation of the project.

2.2. This Agreement is a voluntary association of the Participants having sufficient experience, material and technical potential, labor resources, authority and permits to perform works, render services, supply goods and other obligations stipulated by the terms and conditions of the Tender.

2.3. The Participants enter into this Agreement based on the principles of cooperation, proceeding from the common goals of the Consortium's activities and commercial interests.

## **3. Rights and of the Participants**

3.1. The Participants shall be obliged:

3.1.1. to cooperate with each other in good faith in fulfillment of this Agreement.

3.1.2 to participate in the activities of the Consortium in accordance with the terms and conditions of this Agreement.

3.1.3 to make contributions in accordance with the procedure established by this Agreement.

3.1.4 not to disclose confidential information of the Consortium and each Participant, in particular.

3.2. The Participants shall have the right:

3.2.1. to participate in the management of the Consortium's affairs in the manner determined by this Agreement.

3.2.2 to receive information on the Consortium's activities, including familiarization with any documentation on the conduct of the Consortium's affairs.

3.2.3. to participate in the distribution of profits from the Consortium's activities.

3.2.4. to use the common property of the Participants subject to the general consent of all the Participants.

## **4. Contributions of the Participants**

4.1. The contribution of the Main Participant shall be:

4.1.1. \_\_\_\_\_

4.1.2. \_\_\_\_\_

4.1.3. \_\_\_\_\_

4.2. The contribution of the "Participant-2" shall be:

4.2.1. \_\_\_\_\_

4.2.2. \_\_\_\_\_

4.2.3. \_\_\_\_\_

4.3. The contribution of the "Participant-3" shall be:

4.3.1. \_\_\_\_\_

4.3.2. \_\_\_\_\_

4.3.3. \_\_\_\_\_

4.4. Tender security, and in case the Consortium is recognized as the winner and the Contract is concluded with it, the security for the performance of the Procurement Contract and/or the amount in accordance with Article 13 of the Law (if any) shall be paid by the Main Participant.

## **5. Management Procedure**

5.1. General affairs of the Participants, submission of applications for participation in the tender, and other actions related to the activities of the Consortium shall be carried out by the Main Participant on the basis of powers of attorney of the Participants of the Consortium in the form according to the annex.

5.2. If the Consortium is recognized as the winner in the tender, the procurement contract is concluded with the Main Participant.

5.3. In case the Consortium is recognized as the winner and the Procurement Contract is concluded with it, this Agreement shall be an integral part thereof.

## **6. Liability of the Participants**

6.1. The Participants shall be jointly and severally liable for non-fulfillment or improper fulfillment of obligations under the Procurement Contract, as well as for provision of unreliable information on qualification requirements and (or) documents affecting the price quotation.

6.2. Other Participants shall not be liable for personal obligations of the Participant not related to the activities of the Consortium under this Agreement.

## **7. Settlement of Disputes**

7.1. All disputes and disagreements that may arise during the execution of the terms of this Agreement, the Participants will seek to resolve through negotiations.

7.2. Disputes not settled through negotiations shall be resolved in court, established by the civil legislation of the Republic of Kazakhstan.

## **8. Duration of the Agreement**

8.1. This Agreement shall enter into force on the date of signature by all Participants.

8.2. If the Consortium is not recognized as the winner of the Tender, the Agreement shall remain in effect until the conclusion of the Procurement Agreement.

8.3. If the Consortium is recognized as the winner of the Tender and a Procurement Contract is concluded with it, the Agreement shall remain in effect until the obligations under the Procurement Contract are fully fulfilled.

## 9. Miscellaneous

9.1. This Agreement is executed and concluded through the web portal of public procurement, certified by electronic digital signatures of the Consortium Participants.

9.2. This Agreement is drawn up in \_\_\_\_\_ language.

9.3. In all other respects not regulated by this Agreement, the Participants shall be guided by the current legislation of the Republic of Kazakhstan.

## 10. Details and Signatures of the Participants

"Main Participant"

Full name

Full legal address

BIN, Bank details

Telephone

Position, Surname, Name, Patronymic (if any)

"Participant-2"

Full name

Full legal address

BIN, Bank details

Telephone

Position, Surname, Name, Patronymic (if any)

"Participant-3"

Full name

Full legal address

BIN, Bank details

Telephone

Position, Surname, Name, Patronymic (if any)

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex

to the Consortium Agreement

## Power of Attorney

" " \_\_\_\_\_ 20\_\_ (date)

Hereby \_\_\_\_\_

\_\_\_\_\_ by this Power of Attorney, represented by \_\_\_\_\_  
authorize (consortium member) (Surname, Name, Patronymic of the head)

\_\_\_\_\_

represented by \_\_\_\_\_ to act in the name and  
on behalf of

(Main Participant) (Surname, Name, Patronymic (if any) of the head)

\_\_\_\_\_,  
at \_\_\_\_\_

(consortium member) (name of the organiser, single operator, customer)

Wherefore entitles the right to submit an application and conclude the Procurement  
Contract.

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The Power of Attorney is issued for the period of the validity of the Consortium  
Agreement for Tender No.

\_\_\_\_\_  
(No. and name of tender)

This power of attorney is certified by me \_\_\_\_\_

Surname, Name, Patronymic (if any) of the head) via the web-portal of public  
procurement, by means of electronic digital signature.

\_\_\_\_\_  
(Member) signature The Head

Annex 19  
to the tender documentation

### **Bank guarantee**

Name of the bank \_\_\_\_\_

Details of the bank \_\_\_\_\_

To: \_\_\_\_\_

Name of the organiser public procurement \_\_\_\_\_

Details of the organiser of public procurement \_\_\_\_\_

Guarantee bond No. \_\_\_\_\_

City (location) \_\_\_\_\_

We have been informed that \_\_\_\_\_

(name of the potential supplier) hereinafter referred to as the "Supplier" takes part in the  
tender on the procurement:

Tender name \_\_\_\_\_

Tender No. \_\_\_\_\_

Lot name \_\_\_\_\_

Lot No. \_\_\_\_\_

\_\_\_\_\_, organized by \_\_\_\_\_

(name of the organiser public procurement) and is ready to deliver, to perform work, to provide service)

\_\_\_\_\_  
(name of goods, works, services according to the tender (Lot/-s))

The tender documentation dated " \_\_\_\_ " \_\_\_\_\_ for the aforementioned tender stipulates that potential suppliers

tender security shall be paid in the form of a bank guarantee.

In this regard, we \_\_\_\_\_ hereby irrevocably undertake (name of the bank)

to pay you, upon your request, an amount

equal to \_\_\_\_\_

(amount in figures and in words) upon receipt of your written request for payment, as well as written confirmation that the Supplier determined

to be the winner of the tender: evaded the conclusion of a public procurement contract;

having concluded a public procurement contract, failed to fulfill or improperly

fulfilled, including untimely fulfillment of the requirements established

by the tender documentation, on the deposit and (or) terms of payment of security

for the execution of the public procurement contract, as well as the amount according to Article 13 of the Law (if any). This guarantee bond is

effective from the date of opening of applications in the tender.

This guarantee bond is valid until the final expiration date of the Supplier's application in the tender and expires fully and automatically,

whether or not this document is returned to us if your written request is not received by us by the end of \_\_\_\_\_.

If the period of validity of the entry in the tender is extended, this guarantee bond shall be extended for the same period.

All rights and obligations arising in connection with this guarantee bond shall be governed by the laws of the Republic of Kazakhstan.

Signature and seal of the guarantor

Date and address

Annex 20  
to the tender documentation

**Information on subcontractors for works (co-contractors for services), as well as types of works and services transferred by the potential supplier to subcontractors (co-contractors) (to be certified on the web portal by means of electronic digital signature of the subcontractor)**

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

No.	Name of the subcontractor (co-contractor) – legal entity or Surname, Name, Patronymic (if any) of the subcontractor (co-contractor), who is an individual	BIN(IIN) /TIN/ TRN of the subcontractor (co-contractor), its full legal and postal address, contact telephone number	Name of the work performed (services provided) in accordance with the Technical Specification	Volume of work performed (services provided) in accordance with Technical Specification in monetary terms, tenge	Volume of work performed (services provided) in accordance with Technical Specification in percentage terms, %
Total for this subcontractor (co-contractor)					
Total for this subcontractor (co-contractor)					
Total for all subcontractors (co-contractors)					

Information on the employment of a subcontractor (co-contractor) of convicted persons and (or) persons who have served their sentence or are registered with the probation service\*

No.	Surname, Name, Patronymic (if any) of the convicted person and (or) the person who has served their sentence or is registered with the probation service (attach an electronic copy of an identity document)	Name of specialty (qualification)	Document on qualifications (indicate the number and date of issue of the diploma of education, certificate, attestation, attach their electronic copies)	Labor contract concluded with a convicted person and (or) a person who has served a sentence, or is registered with the probation service (attach an electronic copy)	Electronic copy of supporting documents (link)

Hereby the subcontractor(s) (co-contractor(s)) of the potential supplier applying for participation in the tender (specify full name of tender), express their awareness of the conditions of participation in public procurement and accept responsibility for violations of the requirements stipulated by the tender documentation in the part concerning subcontractors (co-contractors) of the potential supplier.

Name of the subcontractor (co-contractor) – legal entity or Surname, Name, Patronymic (if any) of the authorized representative of the subcontractor (co-contractor), which is an individual	Surname, Name, Patronymic (if any) of the authorized representative of the subcontractor (co-contractor)	Electronic Digital Signature

Volume of works and services, transferred by the potential supplier to subcontractors (co-contractor), in accordance with paragraph 8 of Article 16 of the Law does not exceed in total thirty percent of the total volume of work performed or services provided.

Note: \* When implementing public procurement by state enterprises of the penal system and engaging subcontractors (co-contractors), Information on the employment of a subcontractor (co-contractor) of convicted persons and (or) persons who have served their sentence or are registered with the probation service shall be mandatory.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 21

to the tender documentation

### **Evaluation criteria for tender applications submitted by potential suppliers in the framework of public procurement of services under the state social order**

No.	Evaluation criterion	Score	Decoding of the score
	Compliance of the project offered by the potential supplier with the requirements of the technical specification of the Customer, including the following sections: Description of the problem (substantiated by objective data identified through research, analysis of statistical and analytical information); Goals and objectives of the project; Project implementation methods; Detailed action plan (with the name and form of events, place and timing) to achieve the goals set by the Customer; Beneficiary coverage, information support for the project; Expected results (positive changes that will be achieved during the project	0	the offered project of the potential supplier does not contain all the requirements of the sections of the technical specification of the Customer (in case of non-compliance, the potential supplier is not allowed to participate in the tender)
		6	The offered project of the potential supplier contains all the requirements of the sections of the technical



1	<p>implementation, social effect);</p> <p>Availability of quantitative and qualitative indicators, including indicators of contribution, process, short-term and long-term results</p>		specification of the Customer
2	<p>Compliance of the purpose of the potential supplier's activity (in accordance with constituent documents ) with the procured services of the Customer and spheres stipulated by <u>Article 5</u> of the Law of the Republic of Kazakhstan “ On the state social commissioning, state commissioning of strategic partnerships, grants and awards for non-governmental organisations in the Republic of Kazakhstan”</p>	0	<p>the objectives of the activity do not correspond to the services purchased by the Customer and to any of the areas provided for by <u>Article 5</u> of the Law of the Republic of Kazakhstan " On the state social commissioning, state commissioning of strategic partnerships, grants and awards for non-governmental organisations in the Republic of Kazakhstan" ( In case of non-compliance, the potential supplier is not allowed to participate in the tender)</p>
		2	<p>the objectives of the activity correspond to the services purchased by the Customer and at least one of the areas provided for by <u>Article 5</u> of the Law of the Republic of Kazakhstan " On the state social commissioning, state</p>

			commissioning of strategic partnerships, grants and awards for non-governmental organisations in the Republic of Kazakhstan"
3	Information about the presence of a potential supplier in the "Non-Governmental Organizations Database"	0	Information about the potential supplier is not contained in the "NGO Database" (In case of non-compliance, the potential supplier is not allowed to participate in the tender)
		1	The potential supplier has not submitted information to the "NGO Database" in a timely manner
		2	The potential supplier has submitted information to the "NGO Database" in a timely manner
		0	Lack of work experience of the potential supplier
		1	The experience of the potential supplier in the sphere of implementation of social programs and projects is up to and two years inclusive
		2	The experience of the potential supplier in the sphere of implementation of social programs and projects is over two and up to and five years inclusive
		3	The experience of the potential supplier in the sphere of implementation of social programs and projects is over five and up to and eight years inclusive
		4	The experience of the potential supplier in the sphere of implementation of social programs and projects is over eight years
			The experience of the potential supplier in the sphere of implementation of social programs and

4	Availability of work experience of the potential supplier	5	projects is up to and including two years in the market for the provision of similar services corresponding to the subject and objectives of the purchased services
		6	The experience of the potential supplier is more than two and up to five years inclusive in the market for similar services corresponding to the subject matter, objectives of the services to be procured
		7	The experience of the potential supplier is more than five and up to eight years inclusive in the market for similar services corresponding to the subject matter, objectives of the services to be procured
		8	The experience of the potential supplier is more than eight years in the market for similar services corresponding to the subject matter, objectives of the services to be procured
5	Experience and qualification of specialists* * involved in the implementation of a social project and (or) social program (information on qualified specialists involved in the implementation of a social project and (or) social program in accordance with the Standards of the State Social Order	0	The specialists involved in the implementation of the project and (or) program do not have sufficient experience and qualifications corresponding to the types of services of the offered social project and (or) program, or the experience and qualifications of the specialists are not confirmed by the relevant documents
		2	The specialists involved in the implementation of the project and (or) program have sufficient experience or qualifications corresponding to the types

	approved by the <u>order</u> of the Minister of Public Development of the Republic of Kazakhstan dated August 15, 2018 No. 19 (registered in the Register of State Registration of Regulatory Legal Acts under No. 17314)		of services of the offered social project and (or) program, which are confirmed by the relevant documents
		4	The specialists involved in the implementation of the project and (or) program have sufficient experience and qualifications corresponding to the types of services of the offered social project and (or) program, which are confirmed by the relevant documents
6	In case of project implementation at the expense of local budget funds – experience of the non-governmental organization in the relevant region *	0	The potential supplier has no experience in implementing social projects in the specified territory
		2	The potential supplier has experience in implementing social projects in the specified territory for up to two years inclusive
		4	The potential supplier has experience in implementing social projects in the specified territory for over two and up to five years inclusive
		6	The potential supplier has experience in implementing social projects in the specified territory for over five years

Note:

\* Documents confirming experience in the market of purchased services shall be electronic copies of acts of services rendered and invoices.

\*\* Documents confirming the qualifications of specialists shall be diplomas of education, certificates of completion of courses, seminars on the relevant topic. Documents confirming the experience of specialists shall be one of the documents provided for in subparagraphs 1), 2), 3), 4), 5) and 8) of Article 35 of the Labor Code of the Republic of Kazakhstan.

Annex 5  
to the Rules for  
public procurement

## Protocol of preliminary discussion of the draft of tender documentation

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Deadline for accepting comments on the draft tender documentation, as well as requests for clarification of the provisions of the tender documentation from \_\_\_\_ to \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Comment(s) on the draft tender documentation, as well as request(s) for clarification of the provisions of the tender documentation, have been sent by the following potential supplier (s), for which the following decision(s) have been made:

No.	BIN (IIN)/ TIN/TRN of the potential supplier	Type of request ( request comment, request for clarification)	Text of the request	Date and time of sending the comment, request for clarification	Decision made	Reason for rejection, text of explanation
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Applications for participation in this tender will be accepted no later than five working days from the date of posting of this protocol and the text of the approved tender documentation on the web portal of public procurement

First head or the budget program manager, or the acting person Surname, Name, Patronymic (if any) signature

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 6  
to the Rules for  
public procurement

**Protocol of opening the tender applications (No. of the Tender) at the same time, the No. must be linked to the method and number of the purchase (generated for each lot separately)**

Date and time

Customer\* \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the tender commission:

No.	Surname, Name, Patronymic (if any)**	Position at the organization**	Role in the commission
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List or procured goods, works, services with indication of the total amount \_\_\_\_\_

No.	Lot No.	Lot name	Quantity	Price per unit	Amount, allocated for procurement, tenge
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Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The tender applications are submitted by the following potential suppliers (quantity of applications):

No.	Name of the potential supplier	BIN (IIN) / TIN / TRN	Address of the potential supplier (region, city, street, house, flat)	Date and time of submission of the application (according to chronology)
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Information about the presence (absence) of documents, stipulated by the tender documentation:

No.	Name of the potential supplier	BIN (IIN) / TIN / TRN
No.	Document name	Sign of presence

Note:

\*Information about the customer is not displayed if there are several customers.

\*\*Information is not displayed.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 7  
to the Rules for  
public procurement

**Protocol on the results of public procurement by tender method (No. of tender) with No. to be linked to the method and number of procurement (formed for each lot separately)**

Date and time

Customer\* \_\_\_\_\_

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the tender commission:

No.	Surname, Name, Patronymic (if any)	Position at the organization	Role in the commission
-----	------------------------------------	------------------------------	------------------------

List or procured goods, works, services with indication of the total amount \_\_\_\_\_

No.	Lot No.	Lot name	Quantity	Price per unit, tenge	Amount, allocated for procurement, tenge
-----	---------	----------	----------	-----------------------	--

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Information about submitted tender applications (lot):  
(according to chronology) (quantity of applications)

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Date and time of submission of the application (according to chronology)
-----	--------------------------------	--------------------	---

The following documents were requested when considering the tender applications (to be filled in in case of request):

No.	Name of organization /entity to which the request was addressed	Date of sending the request	Brief description of the request	Date of provision of a response to the request
-----	---	-----------------------------	----------------------------------	--

Results of voting by members of the tender commission:

No.	Name of the potential supplier (list of potential suppliers), BIN (IIN)/ TIN/TRN				
	Surname, Name, Patronymic (if any) of the member of the commission	Conditional discount %	Decision of the member of the commission	Reason for rejection	A detailed description of the reasons for rejection, indicating information and documents confirming their non-compliance with the qualification requirements and requirements of the tender documentation

Rejected tender applications (quantity of applications):

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Reason for rejection1
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reference book of three text values: (non-compliance with qualification requirements, non-compliance with requirements of tender documentation, violation of requirements of Article 7 of the Law).

The following tender applications were admitted (quantity of applications):

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN
-----	--------------------------------	-------------------

Information on the results of applying the relative value of the criteria provided for in paragraph 217 of these Rules to all tender applications submitted for participation in this tender:

No.	Name of the potential supplier	BIN (IIN)/ TIN/ NP	Conditional discounts, %									
			Work experience over the last ten years preceding the current year	Indicator of taxes paid	Functional characteristics of goods	Technical characteristics of goods	Qualitative characteristics of goods	Operational characteristics of goods	Location of the potential supplier in the relevant administrative-territorial unit within the boundaries of the region, cities of republican significance and the capital at the place of work performance	Placement of audited annual financial statements in the financial statements depository	Negative values	Total conditional discount, %

### Calculation of conditional prices of tender participants:



No.	Name of the p/supplier	BIN (TIN)/TIN/TRN	Allocated amount	Supplier's price	Amount in accordance with Article 13 of the Law	Amount of the conditional discount, %	Price with conditional discount	Indicator of financial stability	Date and time of submission of the application
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Decision of the tender commission:

1. Determine the winner for lot No. \_\_\_\_\_:

No.	Name of the potential supplier - the winner	BIN/IIN of the potential supplier - the winner	Surname, Name, Patronymic (if any) of the beneficiary owner	Identity document of the beneficiary owner (indicate document number and date of issue, citizenship, country of residence)	Direct or indirect ownership of 25% or more shares (interests in the authorized capital)	Direct or indirect ownership of 25% or more of the voting shares (shares in the authorized capital)	Direct or indirect right to appoint a majority of the members of the board of directors or similar governing body	No beneficial owner meets one or more of the preceding conditions	Information on the impossibility of determining the beneficiary owner (document attachment)
					Yes/no	Yes/no	Yes/no	Yes	

Potential supplier, who was second:

No.	Name of the potential supplier, who was second	BIN/IIN
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2. The Customer (name of the customer) within the time frames established by the Law, to conclude a public procurement contract with (BIN/IIN name of the potential supplier - the winner).

Or: To recognize the public procurement (name of procurement) for lot No. \_\_\_\_ as failed due to \_\_\_\_\_\*:

Note: \*One of the following values: "no applications submitted", "submission of less than two applications", "no potential supplier is admitted to participate in the tender", "one potential supplier is admitted to participate in the tender".

Or: Cancellation of the procurement, the basis of which is:

Acts of authorized state bodies (prescription, notification, submission, decision) No. \_\_\_\_\_ from \_\_\_\_\_.

The body that made the decision on the cancellation: (\_\_\_\_\_).

Or: The procurement was canceled in accordance with subparagraph \_\_\_\_ of paragraph 10 of Article 6 of the Law.

Note: \* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;  
 TIN – Taxpayer's Individual No;  
 TRN – Taxpayer's Registration No;  
 Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 8  
 to the Rules for  
 public procurement

**List of public procurement of works and services, in the implementation of which the criterion affecting the price quotation of the potential supplier in the form of its location in the relevant administrative-territorial unit within the boundaries of the region, cities of republican significance and the capital at the place of performance of works, provision of services is applied**

No.	Name of works, services	Threshold of the amount of public procurement of the application of the criterion
1.	Construction and installation works	Up to three million two hundred thousand times the amount of the monthly calculation index set for the relevant financial year
2.	Works on development of design (design and estimate) documentation	Up to thirty-two thousand times the amount of the monthly calculation index set for the relevant financial year
3.	Work on comprehensive non-departmental examination of construction projects	Up to thirty-two thousand times the amount of the monthly calculation index, set for the relevant financial year
4.	Works on medium and current repairs of highways	Up to thirty-two thousandths of a monthly calculation index set for the relevant financial year
5.	Engineering services for technical supervision (project management) of construction and installation works	Up to thirty-two thousandths of a monthly calculation index set for the relevant financial year
6.	Works on current repairs of buildings and structures	Up to thirty-two thousandths of a monthly calculation index set for the relevant financial year

Annex 9  
 to the Rules for  
 public procurement

**List of public procurement of works, services, in the implementation of which Negative values are applied as a criterion affecting the price quotation**

No.	Name of works, services
1.	Construction and installation works
2.	Works on development of design (design and estimate) documentation

3.	Work on comprehensive non-departmental examination of construction projects
4.	Works on medium and current repairs of highways
5.	Engineering services for technical supervision (project management) of construction and installation works
6.	Works on current repairs of buildings and structures

Annex 10  
to the Rules for  
public procurement

### **Formula for calculating the financial stability indicator**

$$IFS = II + ITP + ILRF ,$$

where:

IFS – indicator of financial stability of the potential supplier;

II – income indicator of the potential supplier for the three years preceding the previous year according to the data of information systems of state revenue authorities, calculated as a percentage in the following order.

$$II = AI / APP \times 100 \% ,$$

where:

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

APP – the amount of the public procurement (lot).

If the income indicator of the potential supplier exceeds the minimum value of such indicator (50%), then for each point one tenth of a percent exceeding zero (0,1 %) the web portal automatically charges an additional percentage of zero point five percent (0,05 %).

ITP – indicator of taxes paid during the calculated three-year period as a percentage, which is calculated in the following order.

$$ITP = TP / AI \times 100 \% ,$$

where:

TP – the amount of taxes paid during the calculated three-year period;

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

If the indicator of taxes paid by the potential supplier exceeds the minimum value of such indicator (3%), then for each exceeding zero point one tenth of a percent (0.1%) the web portal automatically charges an additional percentage in the amount of zero point five tenths of a percent (0,5 %).

ILRF – the indicator of the labor remuneration fund of the employees of the potential supplier for the three years preceding the previous year according to the data of the information systems of the state revenue authorities, calculated as a percentage in the following order.

$$\text{ILRF} = \text{LRF} / \text{APP} \times 100 \%,$$

where:

LRF – the amount of the labor remuneration fund of the potential supplier for three years preceding the previous year according to the data of information systems of state revenue authorities;

APP – the amount of public procurement.

In case the indicator of the labor remuneration fund of the employees of the potential supplier exceeds the minimum value of such indicator (6.6 %), then for each exceeding zero point one tenth percent (0.1 %) the web portal automatically charges an additional interest in the amount of zero point one tenth percent (0.1 %).

Calculation of the financial sustainability indicator of the potential supplier for purchases the value of which:

- does not exceed two hundred thousand thousandths of a monthly calculation set for the relevant financial year, calculated in accordance with Annex 1 to this formula.
- is between two hundred thousand and four hundred thousandths times the monthly estimate for the relevant financial year, calculated in accordance with Annex 2 to this formula
- is between four hundred thousand and eight hundred thousand times the monthly rate of assessment set for the relevant financial year, calculated in accordance with Annex 3 to this formula
- is between eight hundred thousand times and one million six hundred thousand times the amount of the monthly calculation index established for the relevant financial year, calculated in accordance with Annex 4 to this formula.
- is between one million six hundred thousand times and three million two hundred thousand times the monthly calculation index established for the relevant financial year, calculated in accordance with Annex 5 to this formula.
- exceeds three million two hundred thousand times the monthly calculation index established for the relevant financial year, calculated in accordance with Annex 6 to this formula.

Annex 1  
to the formula of calculation of the  
indicator of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	25 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	50 %
	Total:			140 %

Annex 2  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05%	50%
2	ITP	3,0	0,50%	65%
3	ILRF	6,6	0,10%	70%
	TOTAL:			185%

Annex 3  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05%	100%
2	ITP	3,0	0,50%	65%
3	ILRF	6,6	0,10%	100%
	TOTAL:			265%

Annex 4  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	200 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	100 %
	TOTAL:			365 %

Annex 5  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	500 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	100 %
	TOTAL:			665 %

Annex 6  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	700 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	100 %
	TOTAL:			865 %

Annex 11  
to the Rules for  
public procurement

**Formula of the calculation of the indicator of financial stability of the potential supplier, participating in public procurement of works on development of design (design and estimate) documentation**

$$IFS = II + ITP + ILRF ,$$

where:

IFS – indicator of financial stability of the potential supplier;

II – income indicator of the potential supplier for the three years preceding the previous year according to the data of information systems of state revenue authorities, calculated as a percentage in the following order.

$$II = AI / APP \times 100\%,$$

where:

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

APP – the amount of the public procurement (lot).

If the income indicator of the potential supplier exceeds the minimum value of such indicator (50%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,05%).

ITP – indicator of taxes paid during the calculated three-year period as a percentage, which is calculated in the following order.

$$ITP = TP / AI \times 100\%,$$

where:

TP – the amount of taxes paid during the calculated three-year period;

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

If the indicator of taxes paid of the potential supplier exceeds the minimum value of such an indicator (3%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,5%).

ILRF – the indicator of the labor remuneration fund of the employees of the potential supplier for the three years preceding the previous year according to the data of the information systems of the state revenue authorities, calculated as a percentage in the following order.

$$\text{ILRF} = \text{LRF} / \text{APP} \times 100\%,$$

where:

LRF – the amount of the labor remuneration fund of the potential supplier for three years preceding the previous year according to the data of information systems of state revenue authorities;

APP – amount of public procurement.

If the indicator of the wage fund of employees of the potential supplier exceeds the minimum value of such indicator (6,6%), then for each percentage point exceeding zero point one percent (0,1%) the web portal automatically charges an additional percentage of zero point one percent (0,1%).

Calculation of the indicator of financial stability of the potential supplier participating in public procurement, the cost of which:

- does not exceed four thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 1 to this formula.

- is between four thousand and eight thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 2 to this formula.

- is between eight thousand and sixteen thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 3 to this formula.

- is between sixteen thousand to thirty-two thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 4 to this formula.

- exceeds thirty-two thousand times the monthly calculation set for the relevant financial year, calculated in accordance with Annex 5 to this formula.

Annex 1  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	25 %

2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	50 %
	TOTAL:			140 %

Annex 2  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	30 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	55 %
	TOTAL:			150 %

Annex 3  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	35 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	60 %
	TOTAL:			160%

Annex 4  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	40 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	65 %
	TOTAL:			170 %

Annex 5  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	45 %



2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	70 %
	TOTAL:			180 %

Annex 12  
to the Rules for  
public procurement

**Formula of the calculation of the indicator of financial stability of the potential supplier, participating in public procurement of engineering services for technical supervision and (or) project management**

$$IFS = II + ITP + ILRF ,$$

where:

IFS – indicator of financial stability of the potential supplier;

II – income indicator of the potential supplier for the three years preceding the previous year according to the data of information systems of state revenue authorities, calculated as a percentage in the following order.

$$II = AI / APP \times 100\%,$$

where:

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

APP – the amount of the public procurement (lot).

If the income indicator of the potential supplier exceeds the minimum value of such indicator (50%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,05%).

ITP – indicator of taxes paid during the calculated three-year period as a percentage, which is calculated in the following order.

$$ITP = TP / AI \times 100\%,$$

where:

TP – the amount of taxes paid during the calculated three-year period;

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

If the indicator of taxes paid of the potential supplier exceeds the minimum value of such an indicator (3%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,5%).

ILRF – the indicator of the labor remuneration fund of the employees of the potential supplier for the three years preceding the previous year according to the data of the information systems of the state revenue authorities, calculated as a percentage in the following order.

$$ILRF = LRF / APP \times 100\%,$$

where:

LRF – the amount of the labor remuneration fund of the potential supplier for three years preceding the previous year according to the data of information systems of state revenue authorities;

APP – amount of public procurement.

If the indicator of the wage fund of employees of the potential supplier exceeds the minimum value of such indicator (6,6%), then for each percentage point exceeding zero point one percent (0,1%) the web portal automatically charges an additional percentage of zero point one percent (0,1%).

Calculation of the indicator of financial stability of the potential supplier participating in public procurement, the cost of which:

- does not exceed a thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 1 to this formula.

- is between one thousand to four thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 2 to this formula.

- is between four thousand and eight thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 3 to this formula.

- is between eight thousand and sixteen thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 4 to this formula.

- is between sixteen thousand to thirty-two thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 5 to this formula.

- exceeds thirty-two thousand times the monthly calculation indicator established for the relevant financial year, calculated in accordance with Annex 6 to this formula.

Annex 1  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	25 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	50 %
	TOTAL:			140 %

Annex 2  
to the formula of calculation of the  
indicator  
of financial stability

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No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	30 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	55 %
	TOTAL:			150 %

Annex 3  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	35 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	60 %
	TOTAL:			160 %

Annex 4  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	40 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	65 %
	TOTAL:			170 %

Annex 5  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	45 %
2	ITP	3,0	0,50 %	65 %
3	ILRF	6,6	0,10 %	70 %
	TOTAL:			180 %

Annex 6  
to the formula of calculation of the  
indicator  
of financial stability

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No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05%	50%
2	ITP	3,0	0,50%	65%
3	ILRF	6,6	0,10%	75%
	TOTAL:			190%

Annex 13  
to the Rules for  
public procurement

**Formula of the calculation of the indicator of financial stability of the potential supplier, participating in public procurement of works on comprehensive non-departmental examination of construction projects**

$$IFS = II + ITP + ILRF ,$$

where:

IFS – indicator of financial stability of the potential supplier;

II – income indicator of the potential supplier for the three years preceding the previous year according to the data of information systems of state revenue authorities, calculated as a percentage in the following order.

$$II = AI / APP \times 100\%,$$

where:

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

APP – the amount of the public procurement (lot).

If the income indicator of the potential supplier exceeds the minimum value of such indicator (50%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,05%).

ITP – indicator of taxes paid during the calculated three-year period as a percentage, which is calculated in the following order.

$$ITP = TP / AI \times 100\%,$$

where:

TP – the amount of taxes paid during the calculated three-year period;

AI – the amount of income of the potential supplier for the three years preceding the previous year according to data from the information systems of state revenue agencies;

If the indicator of taxes paid of the potential supplier exceeds the minimum value of such an indicator (3%), then for each point one tenth of a percent exceeding zero (0,1%) the web portal automatically charges an additional percentage of zero point five percent (0,5%).

ILRF – the indicator of the labor remuneration fund of the employees of the potential supplier for the three years preceding the previous year according to the data of the

information systems of the state revenue authorities, calculated as a percentage in the following order.

$$\text{ILRF} = \text{LRF} / \text{APP} \times 100\%,$$

where:

LRF – the amount of the labor remuneration fund of the potential supplier for three years preceding the previous year according to the data of information systems of state revenue authorities;

APP – amount of public procurement.

If the indicator of the wage fund of employees of the potential supplier exceeds the minimum value of such indicator (6,6%), then for each percentage point exceeding zero point one percent (0,1%) the web portal automatically charges an additional percentage of zero point one percent (0,1%).

Calculation of the indicator of financial stability of the potential supplier, shall be calculated in accordance with Annex to this formula.

Annex  
to the formula of calculation of the  
indicator  
of financial stability

No.	Indicators of financial stability	Minimum value above which additional interest is charged	Step for each exceeding 0.1 percent of the minimum value	Limit value of the indicator
1	II	50,0	0,05 %	25 %
2	ITP	3,0	0,50 %	25 %
3	ILRF	6,6	0,10 %	50 %
	TOTAL:			100 %

Annex 14  
to the Rules for  
public procurement

### Conditions for inclusion in the List of qualified potential suppliers

No.	Name of goods, works, services	Conditions for inclusion in the List	Note
1.			

Annex 15  
to the Rules for  
public procurement

### List of qualified potential suppliers

(sphere of activity in accordance with the List of goods, works, services, for which public procurement is carried out by means of a tender with preliminary qualification selection)

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Information about the qualified potential supplier				
No.	Name of the potential supplier	Country of the potential supplier	BIN, IIN (TIN, SNILS, TRN)	Name, No. and Date of issue of the document on the basis of which the potential supplier is included in the List

Note:

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

SNILS – personal insurance policy number.

Annex 16  
to the Rules for  
public procurement

**List of goods, works, services for which public procurement is carried out by means of a tender using a rating-point system**

No.	Name
1.	construction and installation works
2.	Work on development of design (design and estimate) documentation
3.	Engineering services for technical supervision (project management) of construction and installation works

Annex 17  
to the Rules for  
public procurement

**Protocol on the results of public procurement by means of a tender using a rating-point system ( Tender No.), whereby No. must be linked to the method and number of the procurement ( generated per each lot individually)**

Date and time

Customer\* \_\_\_\_\_

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

List or procured goods, works, services with indication of the total amount \_\_\_\_\_

					Amount, allocated for
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No.	Lot No.	Lot name	Quantity	Price per unit, tenge	procurement, tenge
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Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Information about submitted tender applications (lot):

(according to chronology) (quantity of applications)

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Date and time of submission of the application (according to chronology)
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Information on the results of applying the relative value of the criteria provided for in paragraph 217 of these Rules to all applications for participation in the tender submitted for participation in this tender:

No.	Name of the potential supplier	BIN (IIN)/ TIN/ NP	Conditional discounts, %									
			Work experience over the last ten years preceding the current year	Indicator of taxes paid	Functional characteristics of goods	Technical characteristics of goods	Qualitative characteristics of goods	Operational characteristics of goods	Location of the potential supplier in the relevant administrative-territorial unit within the boundaries of the region, cities of republican significance and the capital at the	Placement of audited annual financial statements in the financial statements deposit	Negative values	Total conditional

									place of work perform ance			discoun t, %
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### Calculation of conditional prices of tender participants:

No.	Name of the p/ supplier	BIN (TIN )/TIN/ TRN	Allocated amount	Supplier's price	Amount i n accordanc e with Article 26 of the Law	Amount of the condition a l discount, %	Price with condition a l discount	Indicator o f financial stability	Date and time of submissio n of the applicatio n
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Automatic comparison of criteria influencing the price quotation and determining the winner:

1. Determine the winner for lot No.\_\_\_\_: (BIN/IIN name of the potential supplier - the winner), the potential supplier who took second place (BIN/IIN name of the potential supplier , who took second place). 2. To the Customer (name of the customer) within the timeframes established by the Law of the Republic of Kazakhstan "On Public Procurement" (hereinafter referred to as the Law), to conclude a public procurement contract with (BIN/IIN name of the potential supplier - the winner).

Or: Recognize the state procurement (name of procurement) for lot No.\_\_\_\_ as failed due to \_\_\_\_\_\*:

Note: \*One of the following values: "no submitted applications", "less than two applications submitted".

Or: The procurement has been cancelled, the basis for which is:

Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated \_\_\_\_\_.

Authority that took the decision on cancellation: (\_\_\_\_\_).

Or: The procurement has been canceled in accordance with subparagraph \_\_\_\_ of paragraph 10 of Article 6 of the Law.

Note:\* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.

Annex 18  
to the Rules for  
public procurement

Approved by:

\_\_\_\_\_



(full name of the customer (single operator))

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(Surname, Name, Patronymic (if any) of the person, who approved the tender documentation)

Decision No. \_\_\_\_\_ Date \_\_\_\_\_

## **AUCTION DOCUMENTATION**

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(name of the auction)

Customer (not specified for organisers acting as one entity with the customer)

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(indicate the name, location, BIN)

Representative of the customer (not specified for organisers, acting as one entity with the customer)

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(indicate Surname, Name, Patronymic (if any), IIN, position, telephone, e-mail)

Organiser (single organiser) \_\_\_\_\_

(indicate the name, location, BIN)

Representative of the organiser (single operator)

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(indicate Surname, Name, Patronymic (if any), IIN, position, telephone, e-mail)

Secretary of the auction commission \_\_\_\_\_

(indicate Surname, Name, Patronymic (if any), position, telephone, e-mail)

### **1. General provisions**

1. The auction shall be held for the purpose of selecting the supplier(s) in accordance with the attached subject (lot) of the auction.

2. These auction documents (hereinafter referred to as the AD) shall include:

1) Terms of goods supply according to the annual plan for public procurement in the form according to Annex 1 to this AD;

2) an auction participation agreement, according to Annex 2 to this AD;

3) a form of starting price of the potential supplier according to Annex 3 to this AD;

4) beneficial ownership information, according to Annex 4 to this AD;

5) a form of qualification requirements according to Annex 5 to this AD;

6) a form of information on qualification of the potential supplier for goods supply according to Annex 6 to this AD;

7) a form of technical specification with indication of the national standards of the Republic of Kazakhstan, and, in their absence, interstate standards for the goods to be

procured. In the absence of national and interstate standards the required functional, technical, qualitative and operational characteristics of the goods to be procured shall be specified, taking into account the standardization of public procurement according to Annex 7 to this AD;

at the same time the technical specification contains a requirement for suppliers to provide documents confirming compliance of the supplied goods with the requirements established by technical regulations, provisions of standards or other documents in accordance with the legislation of the Republic of Kazakhstan on technical regulation. If necessary, the technical specification specifies the requirement for potential suppliers to provide the technical specification about each component part of the goods separately by the potential supplier;

8) a form of technical specification for procured goods, submitted by the potential supplier per each lot individually according to Annex 8 to this TD;

9) a form of bank guarantee to secure the application for participation in the auction according to Annex 9 to this TD.

3. The amount, allocated for this auction shall be \_\_ tenge.

4. The potential supplier, who has expressed a desire to participate in the auction, shall submit with the application for participation in the auction a security for the application for participation in the auction in the amount of one percent of the amount allocated for the purchase of goods in one of the following forms:

1) money in the electronic wallet of the potential supplier;

2) a bank guarantee submitted in the form of an electronic document according to Annex 9 to this AD.

5. The validity period of the application security for participation in the auction cannot be less than the validity period of the application for participation in the auction itself.

## **2. Preliminary discussion of the draft auction documentation, clarification of the provisions of the auction documentation by the organiser or customer**

6. Preliminary discussion of the draft AD shall not be carried out in the course of public procurement of information that constitutes state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets, and (or) contains official information of limited distribution.

7. Comments to the draft AD, as well as requests for clarification of the provisions of the AD can be sent by potential suppliers through the web portal to the customer, organiser of public procurement, single organiser of public procurement not later than two working days from the date of placement of an announcement on public procurement.

8. If there are no comments to the draft AD, as well as no requests for clarification of the AD provisions within two working days from the date of the public procurement announcement, the AD shall be deemed approved.

9. If there are any comments, as well as requests for clarification of the AD provisions, the customer, organiser, single organiser within two working days from the date of expiration of the period of preliminary discussion of the draft AD make the following decisions:

- 1) make changes and (or) additions to the draft AD;
- 2) reject comments to the draft AD with the reasons for their rejection;
- 3) provide explanations of the AD provisions.

In case of amendments and (or) additions to the draft AD, a decision is made to approve the amended AD on the web portal in the same manner as the approval of the AD.

The AD shall be deemed approved as of the date of the decisions stipulated in subparagraphs 2) and 3) of this paragraph.

10. The Organiser, a single organiser no later than one working day from the date of approval of the AD, shall post on the web portal the minutes of preliminary discussion of the draft AD.

In case of amendments and (or) additions to the draft AD, the Organiser, together with the protocol of preliminary discussion of the AD, posts the approved text of the AD, with automatic notification of potential suppliers-participants of the web portal, who received the draft AD.

11. The protocol of preliminary discussion of the draft AD contains information on the comments received to the draft AD and decisions made on them.

12. If a decision is made to reject comments to the draft AD, a detailed justification of the reasons for their rejection shall be indicated in the protocol of preliminary discussion of the draft AD.

13. If potential suppliers request clarification of the AD provisions via the web portal, the text of the AD provisions clarification is reflected in the minutes of the preliminary discussion of the draft AD.

14. The Customer's decision on the results of the preliminary discussion may be appealed in the order determined by the Law of the Republic of Kazakhstan "On Public Procurement" ( hereinafter referred to as the Law).

### **3. Requirements for the execution and submission of applications for participation in the auction by potential suppliers**

15. The application for participation in the auction shall be submitted in the form of an electronic document through the web portal and is a form of expressing the consent of the potential supplier, applying for participation in the auction, to supply the goods(s) in accordance with the requirements and conditions stipulated by this AD, as well as the consent of the potential supplier to receive information about it, confirming compliance with the qualification requirements and restrictions established by Article 7 of the Law.

16. The potential supplier shall, prior to the formation of an application, accept an agreement to participate in the auction according to Annex 2 to this AD.

17. An application for participation in the auction shall contain:

1) electronic copies of documents certified by an electronic digital signature, or electronic documents submitted by the potential supplier to confirm its compliance with the qualification requirements:

permits (notifications) and (or) patents, certificates, other documents confirming the right of the potential supplier to manufacture, process, supply and sell the goods to be procured;

information on qualifications for participation in the process of public procurement according to Annex 5 to this AD;

2) technical specification with indication of national standards and, in case of their absence, interstate standards for the goods to be procured. In the absence of national and interstate standards, a description of functional, technical, quality and operational characteristics of the goods to be procured, including indication of trademarks, service marks, trade names, patents, utility models, industrial designs, name of the place of origin of goods and name of the manufacturer, and other characteristics in the form according to Annex 6 to this AD.

If necessary, the technical specification shall include the technical documentation.

Potential supplier in accordance with the requirements of the customer provides technical specification about each component goods separately.

It shall be allowed to specify the requirements for the presence in applications for participation in the auction of potential suppliers the copies of letters (certificates, certificates) from manufacturers or their (dealers or distributors), technical passports, certificates of conformity of products specified in the technical specification of the potential supplier.

If technical passports, certificates of conformity of products and other documents required by the customer, are issued at the time of procurement of goods or at importation into the territory of the Republic of Kazakhstan, their registration in the established order, the potential supplier must submit a letter of guarantee on the submission of such documents at the supply of goods;

3) to secure an application for participation in the auction in the amount established by the Law, by means of:

money in the electronic wallet of the potential supplier;

a bank guarantee provided in the form of an electronic document according to Annex 7 to this AD;

4) starting price of the potential supplier according to Annex 3 to this AD.

5) beneficial ownership information, according to Annex 4 to this AD, which, if the application is declared the winner, shall be subject to disclosure in the results protocol.

18. The validity period of the auction application must be at least sixty calendar days from the date of opening of the auction applications.

19. Electronic copies of documents contained in the application for participation in the auction must be clear and legible, regardless of the color of the image.

20. The application for participation in the auction, as well as all correspondence and documents regarding the application for participation in the tender, shall be drafted and submitted in Kazakh or Russian at the discretion of the potential supplier.

In the event that they are compiled and submitted by the potential supplier in another language, an accurate (notarized) translation shall be attached to them.

#### **4. Procedure for submission of an application for participation in the auction**

21. The application for participation in the auction shall be submitted by the potential supplier to the organiser using the web portal in the form of an electronic document.

22. Applications for participation in the auction submitted by potential suppliers shall be automatically registered on the web portal.

23. An application for participation in the auction shall be deemed accepted at the moment when the web portal automatically sends the relevant notice to the supplier that submitted the application for participation in the auction.

24. The application for participation in the auction of the potential supplier shall be automatically rejected by the web portal in the following cases:

1) the potential supplier has previously submitted an application for participation in this auction;

2) the application for participation in the auction has been received by the web portal after the deadline for receipt of applications for participation in this auction;

3) the starting price exceeds the amount allocated for the purchase of these goods;

4) provided for by subparagraphs 1), 3), 4), 5), 6) and 8) of paragraph 1 of Article 7 of the Law.

25. Starting price of the potential supplier shall be expressed in tenge.

#### **5. Amendments of applications for participation in the auction and their withdrawal**

26. A potential supplier not later than the deadline for submission of applications for participation in the auction shall have the right to:

1) amend and (or) supplement the application for participation in the auction;

2) withdraw its application for participation in the auction, without forfeiting the right to return the security for the application for participation in the auction paid by it.

27. Amendments and (or) additions, as well as withdrawal of an application for participation in the auction after the deadline for submission of applications for participation in the auction shall not be allowed.

28. The potential supplier shall bear all costs associated with its participation in the auction. The Customer, the Organiser, the Auction Commission, the Expert Commission (expert) shall not be obliged to reimburse these costs regardless of the outcome of the auction.

#### **6. Opening of applications for participation in the auction**

29. The Web Portal shall automatically open applications for participation in the auction within five minutes after the date and time of the deadline for receipt of applications for participation in the auction.

If only one application for participation in the auction (lot) is submitted for the auction (lot), such application shall also be opened and considered.

30. The protocol of opening of applications for participation in the auction is posted by the web portal automatically on the day of opening. At the same time, the web portal sends automatic notifications to the members of the auction commission, potential suppliers automatically registered on the web portal.

31. Potential suppliers who have applied for participation in the auction, upon expiration of three working days from the date of posting of the protocol of opening shall be provided with access to view applications for participation in this auction of other potential suppliers, except for starting prices.

## **7. Consideration of applications for participation in the auction**

32. Consideration of applications for participation in the auction shall be carried out by the Auction Commission in order to identify potential suppliers that meet the qualification and AD requirements.

33. The Auction Commission:

1) request in writing and (or) in the form of an electronic document from potential suppliers materials and explanations in connection with their applications in order to simplify the consideration, evaluation and comparison of applications for participation in the auction;

2) in order to clarify the information contained in applications for participation in the auction, in writing and (or) in the form of an electronic document, request the necessary information from relevant natural or legal persons, state bodies.

34. When considering applications for participation in the auction, the auction commission shall draw up a protocol on admission to participation in the auction in the case specified in paragraph 44 of this AD.

The Auction Commission shall consider the application for participation in the auction as meeting the requirements of the AD if it contains grammatical or arithmetical errors that can be corrected without affecting the substance of the submitted application for participation in the auction.

35. The Auction Commission shall recognize the paid security of the application for participation in the auction, which does not meet the requirements of the AD, in cases of:

1) insufficient validity period of the application security for participation in the auction, submitted in the form of a bank guarantee;

2) improper execution of the collateral for the application for participation in the auction, which is expressed in the absence of information that does not allow the Auction Commission to identify:

the person who issued the collateral for the application for participation in the auction;

the name and No. of the auction, for participation in which the collateral for the application for participation in the auction in the form of a bank guarantee is paid;

the period of validity of the security of the application for participation in the auction, terms of its provision, presented in the form of a bank guarantee and (or) the amount of the security of the

application for participation in the auction;

the person to whom the security of the application for participation in the auction is issued ;

the person in favor of whom the security of the application for participation in the auction is paid;

3) making the security of the application for participation in the auction in the amount of less than one percent of the amount allocated for the auction.

The amount of security of the application for participation in the auction calculated in tiyns shall be rounded off. The amount less than fifty tiyn shall be rounded up to zero, and the amount equal to fifty tiyn and above shall be rounded up to one tenge.

On other grounds the recognition of the paid security of the application for participation in the electronic auction as non-compliant with the requirements of the AD is not allowed.

36. The Auction Commission in the protocol of admission to participation in the auction shall indicate the reason for recognizing the paid security of the application for participation in the auction as not meeting the requirements of the AD.

Recognition of the potential supplier as non-compliant with the qualification requirements on the grounds not stipulated by the Rules is not allowed. The Auction Commission recognizes the made security of the application for participation in the auction as complying with the requirements of this AD in case of making the security of the application for participation in the auction in the amount of one or more percent of the amount.

37. When making security of the application for participation in the auction in the amount of less than one percent of the amount allocated for the auction, the potential supplier has the right to make additional security of the application for participation in the auction in order to bring the amount of security of the application for participation in the auction in compliance with the requirements of the AD.

38. The potential supplier shall not be allowed to participate in the auction (recognized as a participant of the auction), if:

1) he and (or) his subcontractor or co-executor are determined not to meet the qualification requirements;

2) has restrictions related to participation in public procurement, provided for in Article 7 of the Law. For restrictions related to participation in public procurement provided for in subparagraphs 1), 3), 4), 5), 6) and 8) of paragraph 1 of Article 7 of the Law, the application for participation in the auction of the potential supplier shall be subject to automatic rejection by the web portal. For the restrictions related to participation in public procurement provided for in subparagraphs 7), 9), 10) and 11) of paragraph 1 of Article 7 of the Law, the Auction Commission shall consider the information on the Internet resources of the relevant authorized bodies;

3) if his application for participation in the auction is determined not to comply with the requirements of the AD, including if he has not submitted security of the application for participation in the auction in accordance with the requirements of the AD and the Rules.

39. The protocol on admission to participation in the auction shall be attached to the protocol on admission to participation in the auction in the form of an electronic copy of the document, an expert opinion on conformity of goods, a dissenting opinion of a member of the expert commission, if any.

## **8. Evaluation and comparison of starting prices and determining the lowest starting price of the auction**

40. The web portal shall automatically evaluate and compare the starting prices of the auction participants. The starting price of the auction is determined on the basis of the lowest starting price.

If the starting price of the goods, which is the subject of the auction, equal to the starting price offered by another participant of the auction, the lowest starting price shall be recognized as the starting price of the goods received earlier than other offers.

## **9. Conducting an auction**

41. Public procurement by auction method shall be carried out in real time on a web portal, the conduct of which shall be ensured by a single operator in the field of public procurement.

42. The auction shall be held on the web portal on the day and time specified in the protocol on admission to participate in the auction.

The day of the auction shall be the working day following the expiration of two working days from the date of placement of the protocol on admission to participate in the auction.

The start time of the auction shall be set no later than 18.00 Astana city time.

43. Potential suppliers recognized as participants of the auction shall participate in the auction.



44. The auction is held by reducing the current price offer starting from the lowest starting price of the participant of the auction for the purchase of goods, which are the subject of the auction, by the auction step.

45. The auction step shall be from one half of one percent (0.5) to five percent of the lowest starting price of the auction participant for the purchase of goods that are the subject of the auction being held.

46. When conducting the auction, auction participants shall submit offers on the price of the goods that are the subject of the auction, providing for the reduction of the current minimum price offer by the amount within the auction step.

47. Auction participant shall not be entitled to submit an offer for the price of goods that are the subject of the auction lower than the current minimum offer for the price of goods that are the subject of the auction, if such offer for the price of goods that are the subject of the auction is submitted by the same auction participant.

48. The time for acceptance of offers of auction participants on the price of goods that are the subject of the auction shall be thirty minutes from the beginning of the auction, as well as ten minutes after receipt of the last offer on the price of goods that are the subject of the auction. If during this time no offers on a lower price of the goods that are the subject of the auction, the auction shall be completed.

49. The web portal shall automatically determine the winner of the auction on the basis of the lowest price.

The second place auction Participant shall be determined on the basis of the price following the lowest price.

50. If the starting price of the goods that are the subject of the auction is equal to the starting price offered by another participant of the auction, the lowest starting price shall be recognized as the starting price of the goods received earlier than other offers.

51. If within thirty minutes after the beginning of the auction none of the auction participants submitted an offer on the price of goods that are the subject of the auction, the winner of the auction is recognized as a potential supplier, the starting price of which is the lowest.

52. The protocol on the results of public procurement by auction method shall be automatically formed and placed on the web-portal on the day of the end of conducting the auction in the form according to Annex 21 to the Rules.

## **10. Return of the security of applications for participation in the auction**

53. The Organiser shall return to the potential supplier the security of the application for participation in the auction, deposited in the form of an electronic bank guarantee, within three working days from the date of occurrence of one of the following cases:

1) placement of the auction protocol in cases when this potential supplier withdraws its application for participation in the auction before the deadline for submission of applications for participation in the auction;

2) signing of the protocol on the results of public procurement by auction. The said case shall not apply to the auction participant determined as the winner of the auction;

3) signing of the public procurement contract by the potential supplier and payment by him of the security for fulfillment of the public procurement contract stipulated by the AD

54. The Single operator shall automatically unblock the potential supplier's blocked security for the application for participation in the auction in the following cases:

1) withdrawal by this potential supplier of its application for participation in the auction before the deadline for submission of applications for participation in the auction;

2) signing of the protocol on the results of public procurement by auction. The said case shall not apply to the auction participant determined as the winner of the auction;

3) signing of the public procurement contract by the potential supplier and payment by him of the security for fulfillment of the public procurement contract provided by AD

55. The security of the application for participation in the auction, made in the form of an electronic bank guarantee, shall not be returned by the organiser in cases where:

1) the potential supplier, determined by the winner of the auction, has evaded the conclusion of a public procurement contract;

2) the winner of the auction, having concluded a public procurement contract, failed to fulfill or improperly fulfilled, including untimely fulfillment of the requirements established by the AD, on the payment and (or) terms of payment of security for the execution of the public procurement contract.

56. The security of the application for participation in the auction, deposited through the electronic purse, shall be blocked by the unified operator and shall not be returned to the potential supplier upon occurrence of one of the following cases:

1) the potential supplier determined by the winner of the auction refuses to conclude a public procurement contract;

2) the winner of the auction, having concluded a public procurement contract, failed to fulfill or improperly fulfilled, including untimely fulfillment of the requirements established by the AD, on making and (or) terms of making a security for the fulfillment of the public procurement contract.

## **11. Public procurement contract following the auction**

57. A public procurement contract (hereinafter referred to as the contract) shall be concluded through a web portal between the customer and the supplier, certified by electronic digital signatures, except for cases provided for by the Law and the Rules.

58. The procedure and terms for sending a draft contract, concluding a contract, making security for the execution of the contract and (or) the amount in accordance with Article 13 of the Law (if any), as well as other conditions of the contract shall be determined by the Rules.

Note:

\* the provisions of the auction documentation concerning the security of application for participation in the auction shall not be displayed in public procurement among public associations of persons with disabilities of the Republic of Kazakhstan and organizations established by public associations of persons with disabilities of the Republic of Kazakhstan in accordance with Article 51 of the Law.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.

Annex 1  
to the auction documentation

### **Terms of goods supply (to be generated on the basis of the approved annual plan)**

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Lot No.	Name of the customer	Name of goods*	Measuring unit	Amount, volume	Supply terms (in accordance with INCOTE RMS 2010)	Delivery time of goods	Place of delivery of goods	Amount of advance payment, %	Amount, allocated for the lot, tenge
1	2	3	4	5	6	7	8	9	10

\* Full description and characteristics of goods are specified in the technical specification.

Annex 2  
to the auction documentation

### **Auction Participation Agreement**

We hereby express our desire to participate in this public procurement by auction as a potential supplier and agree to supply the goods (s) in accordance with the requirements and conditions stipulated by the AD, as well as consent to receive information confirming our compliance with the qualification requirements and restrictions established by Article 7 of the Law.

We hereby confirm the absence of violations of the restrictions provided for in Article 7 of the Law, as well as the absence between me (the potential supplier) and the customer and (or) the organiser of public procurement of relations prohibited by the Law and we agree to terminate, in accordance with the procedure established by the laws of the Republic of

Kazakhstan, the public procurement contract in the event of the discovery of facts specified in the Rules.

We confirm that we have read the auction documentation and are aware of the liability for providing the organiser and the auction commission with false information about our eligibility, qualifications, quality and other characteristics of the supplied product(s), its compliance with copyright and related rights, as well as other restrictions provided for by the current legislation of the Republic of Kazakhstan. We accept full responsibility for the submission of such false information in the application for participation in the auction and the documents attached thereto.

Our application for participation in the auction will be valid for the period required by the auction documentation.

If our application is declared the winner, we agree to disclose information about all our beneficial owners in the protocol on the results.

If our application for participation in the auction is declared the winner and a public procurement contract is concluded, we will provide security for the execution of the public procurement contract in the amount specified in the auction documentation, and we agree to disclose information related to the execution of the public procurement contract (delivery note (act) for the delivery of goods).

Until the conclusion of the public procurement contract, the application for participation in the auction submitted by us, together with the notification of its recognition as the winner, will serve as a binding contract between the customer and us.

Annex 3  
to the auction documentation

### **Starting price of the potential supplier**

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Supplier's name \_\_\_\_\_

BIN/IIN/TIN/TRN \_\_\_\_\_

Name of the price quotation currency \_\_\_\_\_

Measuring unit \_\_\_\_\_

Price per unit including all expenses and discounts \_\_\_\_\_

Quantity (volume) \_\_\_\_\_

Terms of supply of goods INCOTERMS 2010 \_\_\_\_\_

Total price (quantity multiplied by unit price) \_\_\_\_\_

We agree with your payment terms specified in the auction documentation.

Transcript of abbreviations:

BIN – Business Identification No;  
 IIN – Individual Identification No;  
 TIN – Taxpayer's Individual No;  
 TRN – Taxpayer's Registration No.

Annex 4  
 to the auction documentation

**Information about beneficiary ownership of the potential supplier  
 (to be filled in by the potential supplier)**

Name of the customer \_\_\_\_\_  
 Name of the organiser \_\_\_\_\_  
 Auction No. \_\_\_\_\_  
 Auction name \_\_\_\_\_  
 Lot No. \_\_\_\_\_  
 Lot name \_\_\_\_\_  
 BIN/IIN/TIN/TRN and name of the potential supplier \_\_\_\_\_

No.	Surname, Name, Patronymic (if any) of the beneficiary owner	Identity document of the beneficiary owner (indicate document number and date of issue, citizenship, country of residence)	Direct or indirect ownership of 25% or more shares (interests in the authorized capital)	Direct or indirect ownership of 25% or more of the voting shares (shares in the authorized capital)	Direct or indirect right to appoint a majority of the members of the board of directors or similar governing body	No beneficial owner meets one or more of the preceding conditions	Information on the impossibility of determining the beneficiary owner (document attachment)
			Yes/no	Yes/no	Yes/no	Yes	

Note:

A beneficial owner is any individual who owns shares (interests in the authorized capital) of the potential supplier or controls its activities, subject to one or more of the following conditions:

- directly or indirectly owns 25% or more of the shares (interests in the authorized capital);
- directly or indirectly owns 25% or more of the voting shares (interests in the authorized capital);
- directly or indirectly has the right to appoint a majority of the members of the board of directors or similar governing body of the potential supplier.

Transcript of abbreviations:

BIN – Business Identification No.;;  
 IIN – Individual Identification No.;;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 5  
to the auction documentation

**Qualification requirements for a potential supplier when carrying out public procurement of goods  
(to be filled in by the customer)**

Name of the customer \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

The potential supplier must meet the following qualification requirements:

1. Availability of permission (notification) for the supply of goods in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications.

If the supply of goods requires obtaining the appropriate permission, the following information must be filled in when sending the notification.

No.	Name of permission (notification)
1	

If the supply of goods does not require obtaining the relevant authorization or sending a notification, this information is not filled in.

2. Absence of tax arrears exceeding six times the amount of the monthly calculation indicator established for the relevant fiscal year of the law on the republican budget (determined automatically by the web portal based on information from state revenue authorities).

3. Not be subject to bankruptcy or liquidation procedures.

4. Availability of necessary material and labor resources

Availability of material resources	Not required
Availability of labor resources	Not required

5. Availability of work experience relevant to the subject matter of the goods to be procured for the last ten years.

Availability of work experience	Not required
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Note.

1. Establishment of qualification requirements for potential suppliers in other documents shall not be allowed.

### Information about qualification

Name of the customer \_\_\_\_\_  
Name of the organiser \_\_\_\_\_  
Auction No. \_\_\_\_\_  
Auction name \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_  
BIN/IIN/TIN/TRN and name of the potential \_\_\_\_\_  
supplier (co-contractor) \_\_\_\_\_

1 information on availability of the relevant permission (notification) issued in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, with the attachment of electronic permissions (notifications) in cases of the absence of information about them in the information systems of state bodies.

No.	Name of permission (notification)	(Type of activity)	Special conditions (category)	Date and number of issue of the document	Electronic copy of the permission (notification)
1.					

This item is filled in if the delivery of goods requires obtaining the appropriate permission , sending a notification.

2. Information on the absence of tax arrears exceeding six times the amount of the monthly estimated indicator established for the relevant fiscal year of the law on the republican budget, determined automatically by the web portal based on information from state revenue authorities.

3. Information on bankruptcy or liquidation procedure (the potential supplier confirms that it is not bankrupt and is not subject to liquidation procedure).

4. Information on the availability of the required material resources necessary for the delivery of goods with Annex electronic copies of supporting documents.

Availability of material resources	Not required
Availability of labor resources	Not required

5. Availability of work experience relevant to the subject matter of the goods to be procured for the last ten years.

Availability of work experience	Not required
<input type="checkbox"/>	I confirm the validity of all qualification information

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;  
TRN – Taxpayer's Registration No.

Annex 7  
to the auction documentation

**Technical specification of the procured goods (to be filled in by the customer)**

Name of the customer \_\_\_\_\_  
Name of the organiser \_\_\_\_\_  
Auction No. \_\_\_\_\_  
Auction name \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_

Name of the code of the Unified Nomenclature Reference book of Goods, Works, Services*	
Name of goods*	
The product must be new, unused, and manufactured no earlier than (up to three years) before the date of the contract	
Measuring unit*	
Quantity (volume)*	
Price per unit excluding value-added tax*	
Total amount allocated for procurement, excluding value-added tax*	
Supply terms (in accordance with INCOTERMS 2010) *	
Delivery term*	
Place of delivery*	
Amount of advance payment*	
Name of national standards, and in their absence, interstate standards for the purchased goods. In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the purchased goods are indicated, taking into account the public procurement standardization	
Description of the required functional, technical, quality, operational and other characteristics of the purchased goods	
Related services (indicate as necessary) (installation, adjustment, training, inspection and testing of goods)	
Conditions for a potential supplier when determining him as the winner and concluding a public procurement contract with him (indicate as necessary) (Rejection of a potential supplier for failure to specify or provide the specified information shall not be allowed)	
<input type="checkbox"/>	The product must be new, unused, and manufactured no earlier than (up to three years) before the date of the contract

Note:



1. Each characteristics, parameters, initial data and additional conditions to the contractor shall be specified in a separate line.

2. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of qualification requirements for the potential supplier in the technical specification shall not be allowed.

3. Each characteristics, parameters, initial data and additional conditions for the contractor shall be specified in a separate line Establishment of requirements of the technical specification in other documents shall not be allowed.

4. When a potential supplier is recognized as the winner of the auction and an agreement is concluded with it, the technical specification of such an agreement is formed on the basis of the technical specification of the auction winner.

\* information is pulled from the public procurement plan (displayed automatically).

Annex 8  
to the auction documentation

**Technical specification of the offered goods  
(to be filled in by the potential supplier)**

Name of the customer \_\_\_\_\_  
Name of the organiser \_\_\_\_\_  
Auction No. \_\_\_\_\_  
Auction name \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_  
Supplier's name \_\_\_\_\_  
Business identification number of the supplier \_\_\_\_\_

Name of goods with the brand and/or trademark or service mark, model, type	
Country of origin	
Manufacturer (name of the manufacturer and its location (address, if any) are indicated)	
Year of manufacture	
Warranty period (if any) (in months)	
Delivery time	
Place of delivery of goods	
Name of national standards, and in their absence, interstate standards for the offered product. In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the offered product are indicated (precise characteristics are indicated)	
Description of the functional, technical, quality, operational and other characteristics of the offered product (precise characteristics are indicated)	

Related services (indicate as necessary) (installation, adjustment, training, inspection and testing of goods) *	
Conditions for a potential supplier when determining him as the winner and concluding a public procurement contract with him	Generated by the web portal automatically (pulled from the technical specification of the customer)
<input type="checkbox"/>	I confirm the accuracy of all information in the technical specification of the offered goods

Note:

1. When a potential supplier is recognized as the winner of the auction and an agreement is concluded with it, the technical specification of such an agreement is formed on the basis of the technical specification of the auction winner.

Annex 9  
to the auction documentation

### Bank guarantee

Bank name \_\_\_\_\_

Bank details \_\_\_\_\_

To: \_\_\_\_\_

Name of the organiser public procurement \_\_\_\_\_

Details of the organiser of the public procurement \_\_\_\_\_

Guarantee bond No. \_\_\_\_\_

\_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ (location)

We were informed that

\_\_\_\_\_  
(name of the potential supplier) hereinafter referred to as the "Supplier", participates in the auction for procurement:

Auction name \_\_\_\_\_

Auction No. \_\_\_\_\_

Lot name \_\_\_\_\_

Lot No. \_\_\_\_\_,

organized by \_\_\_\_\_

(name of the organiser public procurement) and is ready to carry out the supply of

\_\_\_\_\_  
(name of goods according to the auction)

The auction documentation dated " \_\_\_\_ " \_\_\_\_\_ year for holding the above-mentioned auction provides for the potential suppliers to

provide security for their application for participation in the auction in the form of a bank guarantee.

In this regard, we \_\_\_\_\_ hereby undertake (name of bank)  
an irrevocable obligation to pay you  
at your request an amount equal to \_\_\_\_\_ (amount in  
figures and words) upon receipt of your written request for  
payment, as well as written confirmation that the Supplier, determined to be the winner of  
the tender:

evaded concluding a public procurement contract; having concluded the public  
procurement contract, failed to fulfill or improperly fulfilled, including untimely fulfillment  
of the requirements established by the auction documentation, regarding the payment and (or)  
the terms for payment of security for the performance of the public procurement contract.

This performance bond shall be effective as of the date of opening of the auction  
applications. This guarantee obligation shall remain in force until the Supplier's auction  
application expires fully and automatically, whether or not this document is returned to us, if  
your written request is not received by us by the end of \_\_\_\_.

If the expiration date of the auction application is extended, this guarantee obligation shall  
be extended for the same period. All rights and obligations arising in connection with this  
guarantee bond shall be governed by the legislation of the Republic of Kazakhstan.

Signature and seal of the guarantor Date and address.

Annex 19  
to the Rules for  
public procurement

### **Protocol of preliminary discussion of the draft auction documentation**

No. \_\_\_\_

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

The deadline for accepting comments on the draft auction documentation, as well as  
requests for clarification of the provisions of the auction

documentation, is from \_\_\_\_ to \_\_\_\_

Name of the organiser \_\_\_\_\_

Comment(s) on the draft auction documentation, as well as request(s) for clarification of  
the provisions of the auction documentation, have been

sent by the following potential supplier(s), for which the following decision(s) have been  
made:

No.	BIN (IIN)/TIN /TRN of the potential supplier	Type of request (comment, request for clarification)	Text of the request	Date and time of sending the comment, request for clarification	Decision made	Reason for rejection, text of explanation
-----	---	--	------------------------	---	---------------	---

Applications for participation in this auction will be accepted no later than five working days from the date of posting of this protocol and the text of the approved auction documentation on the web portal of public procurement

The first head or the manager  
of the budget program, or the acting person

Surname, Name, Patronymic (if any)  
signature

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 20  
to the Rules for  
public procurement

**Protocol of opening (Auction No.) (in this respect, No. should be linked to the method and the number of procurement)**

Date and time

Customer\* \_\_\_\_\_

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the auction commission:

No.	Surname, Name, Patronymic (if any)	Position at the organization	Role in the commission
-----	------------------------------------	------------------------------	------------------------

List of procured goods with indication of the total amount \_\_\_\_\_

Lot No.	Lot name	Characteristics of goods	Quantity	Price per unit, tenge	Amount, allocated for procurement, tenge
---------	----------	--------------------------	----------	-----------------------	--

1. Applications for participation in the auction were submitted by the following potential suppliers (quantity of applications):

2.

No.	Name of the potential supplier	BIN (IIN) / TIN / TRN	Address of the potential supplier (region, city, street, house, flat)	Date and time of submission of the application (according to chronology)
-----	--------------------------------	-----------------------	---	--

Information about the presence (absence) of documents, stipulated by the auction documentation:

\_\_\_\_\_

No. Name of the potential supplier BIN (IIN) / TIN / TRN		
No.	Document name	Sign of the presence

Note:

\* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 21  
to the Rules for  
public procurement

**Protocol on admission for participation in the auction (Auction No.) in this regard No. should be linked to the method and No. of procurement**

Date and time

Customer\* \_\_\_\_\_

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the auction commission:

No.	Surname, Name, Patronymic (if any)	Position at the organization	Role in the commission
-----	------------------------------------	------------------------------	------------------------

List of procured goods with indication of the total amount \_\_\_\_\_

Lot No.	Lot name	Characteristics of goods	Quantity	Price per unit, tenge	Amount, allocated for procurement, tenge
---------	----------	--------------------------	----------	-----------------------	--

Information about submitted applications for participation in the auction (according to chronology):

(quantity of applications):

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Date and time of submission of the application (according to chronology)
-----	--------------------------------	--------------------	--

Results of voting by members of the auction commission:

No. п/п	Name of the potential supplier (list of potential suppliers), BIN (IIN)/ TIN/TRN			

	Surname, Name, Patronymic (if any) of the member of the commission	Decision of the member of the commission	Reason for rejection	A detailed description of the reasons for rejection, indicating information and documents confirming their non-compliance with the qualification requirements and requirements of the auction documentation
--	--	--	----------------------	---

Rejected applications for participation in the auction (quantity of applications):

No.	Name of the potential supplier	BIN (TIN) /TIN/TRN	Reason for rejection 1
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Reference book of three text values:

(non-compliance with qualification requirements, non-compliance with requirements of auction documentation, violation of requirements of

Article 7 of the Law)

The following applications for the auction were found to be the auction participants and were accepted (quantity of applications):

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN
-----	--------------------------------	-------------------

Starting prices of the auction participants:

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN	Supplier's price per unit, tenge	Total amount of the supplier, tenge	Date and time of submission of the application	Note: (value: lowest starting price*)
1	2	3	4	5	6	7

\* lowest starting price – assigned to the auction participant whose starting price is the lowest and was received earlier than other offers.

Notification of the date and time of the start of the auction is attached to this protocol.

If less than two potential suppliers are admitted, the auction will not be held.

Note:\* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 22  
to the Rules for  
public procurement

**Protocol on results (Auction No.) No. should be linked to the method and the No. of procurement**

Date and time

Customer\* \_\_\_\_\_

Auction No. \_\_\_\_\_

Auction name \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the auction commission:

No.	Surname, Name, Patronymic (if any)	Position at the organization	Role in the commission
-----	------------------------------------	------------------------------	------------------------

List of procured goods with indication of the total amount \_\_\_\_\_

Lot No.	Lot name	Characteristics of goods	Quantity	Price per unit, tenge	Amount, allocated for procurement, tenge
---------	----------	--------------------------	----------	-----------------------	--

Information about submitted applications for participation in the auction (quantity of applications):

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Date and time of submission of the application
-----	--------------------------------	--------------------	--

Information about requests of the auction commission (to be filled in in case of requests):

No.	Name of organization /entity to whom the request is addressed	Date of sending the request	Brief description of the request	Date of provision of the response to the request
-----	---	-----------------------------	----------------------------------	--

Results of voting by members of the auction commission:

No.	Name of the potential supplier (list of potential suppliers), BIN (IIN)/ TIN/TRN			
	Surname, Name, Patronymic (if any) of the member of the commission	Decision of the member of the commission	Reason for rejection	A detailed description of the reasons for rejection, indicating information and documents confirming their non-compliance with the qualification

				requirements and requirements of the auction documentation
--	--	--	--	--

**Rejected applications for participation in the auction (quantity of applications):**

No.	Name of the potential supplier	BIN(TIN) /TIN/TRN	Reason for rejection1
-----	--------------------------------	-------------------	-----------------------

**Reference book of three text values:**

(non-compliance with qualification requirements, non-compliance with requirements of auction documentation, violation of requirements of

Article 7 of the Law).

The following applications for participation in the auction were recognized as eligible and compliant with the requirements of the auction documentation:

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN
-----	--------------------------------	-------------------

**Starting prices of the auction participants:**

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN	Supplier's price per unit, tenge	Total amount of the supplier, tenge	Date and time of submission of the application	Note: (value: lowest starting price*)
1	2	3	4	5	6	7

\*lowest starting price - assigned to the auction participant whose starting price is the lowest and was received before other applications.

**Information about the offers of the auction participants:**

Name of the potential supplier	BIN (TIN)/TIN/TRN	Supplier's price per unit, tenge	Total amount of the supplier, tenge	Time of submission of the offer
--------------------------------	-------------------	----------------------------------	-------------------------------------	---------------------------------

**Decision of the auction commission:**

**1. Determine the winner for lot No. \_\_\_\_\_:**

No.	Name of the potential supplier - the winner	BIN/IIN of the potential supplier - the winner	Surname, Name, Patronymic (if any) of the beneficiary owner	Identity document of the beneficiary owner ( indicate document number and date of issue, citizenship, country of residence)	Direct or indirect ownership of 25% or more shares ( interests in the authorized capital)	Direct or indirect ownership of 25% or more of the voting shares ( shares in the authorized capital)	Direct or indirect right to appoint a majority of the members of the board of directors or similar governing body	No beneficial owner meets one or more of the preceding conditions	Information on the impossibility of determining the beneficiary owner ( document attachment)
					Yes/no	Yes/no	Yes/no	Yes	



2. The customer shall (name of the customer), within the time limits, established by the Law of the Republic of Kazakhstan "On Public Procurement", conclude a public procurement contract with (name of the potential supplier - the winner).

Or: "Recognize the public procurement (name of the procurement for lot No.\_\_\_\_) as failed due to \_\_\_\_\_ \*":

Note: \*One of the following values: "no applications submitted", "less than two applications submitted", "no potential supplier admitted to participate in the auction", "one potential supplier admitted to participate in the auction".

Or: The procurement has been cancelled, the basis for which is: Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated \_\_\_\_\_.

The body that made the decision on cancellation: (\_\_\_\_\_).

Or: The procurement was rejected in accordance with subparagraph \_\_ of paragraph 10 of Article 6 of the Law of the Republic of Kazakhstan "On Public Procurement".

Note: \* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 23  
to the Rules for  
public procurement

**Price quotations from a potential supplier, submitted via the web portal to the organiser before the end of the deadline for accepting price quotations (to be completed separately per each lot)**

Procurement No. \_\_\_\_\_

Procurement name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Name of the potential supplier \_\_\_\_\_

BIN/IIN/TIN/TRN \_\_\_\_\_

Name of goods, work, service \_\_\_\_\_

Country of origin (specified when purchasing goods) \_\_\_\_\_

Manufacturer (name of the manufacturer and its  
location (address, if any))

(specified when purchasing goods) \_\_\_\_\_

Name of the price quotation currency \_\_\_\_\_

Measuring unit \_\_\_\_\_

Price per unit including all expenses and discounts \_\_\_\_\_  
Quantity (volume) \_\_\_\_\_  
Terms of supply of goods INCOTERMS 2010 \_\_\_\_\_  
Total price (quantity multiplied by unit price) \_\_\_\_\_

We agree with your payment terms stipulated in the announcement.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No.

Annex 24  
to the Rules for  
public procurement

**Bank guarantee (form of security of the application of the potential supplier, participating in public procurement by means of request for quotation method)**

Bank name \_\_\_\_\_

Bank details \_\_\_\_\_

To: \_\_\_\_\_

Name of the organiser public procurement \_\_\_\_\_

Details of the organiser of public procurement \_\_\_\_\_

Warranty obligation No. \_\_\_\_\_

City (location)

We have been informed that \_\_\_\_\_

(name of the potential supplier) hereinafter referred to as the "Supplier" participates in public procurement by requesting price quotations for the purchase:

Name \_\_\_\_\_

No. \_\_\_\_\_

Lot name \_\_\_\_\_

Lot No. \_\_\_\_\_

organized by \_\_\_\_\_

(name of the organiser public procurement) and is ready to supply (perform work, provide service)

\_\_\_\_\_ (name of  
goods, works, services according to public procurement  
by means of the request for quotation method (lot/s))

In this regard, we \_\_\_\_\_ hereby irrevocably undertake (name of the bank) to pay you at your request an amount equal to \_\_\_\_\_

(amount in figures and words) upon receipt of your written request for payment, as well as written confirmation that the Supplier, identified as the winner of public procurement through the method of request for quotations:

evaded the conclusion of a public procurement contract;

having concluded a public procurement contract, failed to fulfill or improperly fulfilled, including untimely fulfillment of the requirements on making and (or) deadlines of making a security for the execution of a public procurement contract.

This guarantee bond comes into force from the day of opening of applications for participation in public procurement by means of request for quotations method.

This guarantee bond shall be valid until the final term of the application for participation in public procurement by way of request for quotations

of the Supplier and expires in full and automatically, regardless of whether this document is returned to us or not, if your written request is not received by us by the end of \_\_\_\_\_.

If the term of the application for participation in public procurement by way of request for quotations is extended, then this guarantee bond shall be extended for the same term.

All rights and obligations arising in connection with this guarantee bond shall be governed by the legislation of the Republic of Kazakhstan.

Signature and seal of the guarantor

Date and address

Annex 25  
to the Rules for  
public procurement

**Protocol on results (No. of the request for quotation) No. should be linked to the method and number of procurement (generated per each lot individually)**

Date and time

Procurement No. \_\_\_\_\_

Procurement name \_\_\_\_\_

Date of the start of acceptance of price quotations \_\_\_\_\_

\_\_\_\_\_  
Date of the end of acceptance of price quotations \_\_\_\_\_

\_\_\_\_\_  
Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

\_\_\_\_\_

Lot No. _____	
Lot name	
Name of the customer	
Address of the customer	
Planned price per unit, tenge	
Planned amount, tenge	
Measuring unit	
Quantity	

Price quotations of the potential suppliers automatically rejected by the web-portal (quantity of applications):

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Reason for rejection
-----	--------------------------------	--------------------	----------------------

Potential suppliers submitted the following price quotations (quantity of applications):

No.	Name of the potential supplier	BIN (IIN) / TIN / TRN	Price per unit	Total amount of the p/supplier	Date and time of submission of the application (according to chronology)
-----	--------------------------------	-----------------------	----------------	--------------------------------	--

1. Determine the winner for lot No.\_\_\_\_: (BIN/IIN name of the potential supplier - the winner), the potential supplier, who took the second place (BIN/IIN name of the potential supplier, who took the second place).

2. The customer shall, (name of the customer) within the time limits, established by the Law of the Republic of Kazakhstan "On Public Procurement", conclude a public procurement contract with (BIN/IIN name of the potential supplier - the winner).

Or:"Recognize the public procurement for (name of the procurement for Lot No.\_\_\_\_ as failed in connection with \_\_\_\_\_ \*":

Note: \* One of the following values: "no price offers submitted", "one price offer submitted".

Or: The procurement has been cancelled, the basis for which is: Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated dd.mm.yyyy.

The body that made the decision on cancellation: (\_\_\_\_\_).

Or: The procurement has been refused in accordance with subparagraph of paragraph 10 of Article 6 of the Law of the Republic of Kazakhstan "On Public Procurement".

Note: \* Information about the customer is not displayed if there are several customers.

Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification N.;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

dd.mm.yyyy. – day, month, year.

Annex 26  
to the Rules for  
public procurement

Note!

Annex 26 is stipulated in the wording of the order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (shall enter into force on 01.01.2025).

Report on public procurement via an electronic shop

General information:

Type of procurement	First procurement/Repeated procurement
Type of procurement item	goods
Financial year	
No. Of the order in the internet shop	
Date and time of placing an order	
Date and time of confirmation of an order	
Delivery method	

Information about the customer:

Name of the customer in Kazakh \_\_\_\_\_

Name of the customer in Russian \_\_\_\_\_

BIN SI code:

Budget type:

Supplier Information:

Name and BIN/IIN of the supplier\* \_\_\_\_\_

List of offers from potential suppliers \*:

No.	Name of the potential supplier, BIN/IIN	Amount of the potential supplier ex.VAT, in tenge	Date and time of submission an offer	Dumping (Yes/No)	Status of confirmation of the order (Yes/No )
-----	---	---	--------------------------------------	------------------	---

\* data are displayed in ascending order of the amount of the potential supplier

Details of the procurement:

List of goods to be procured

No. of paragraph of the plan	Name	CGWS	Brief characteristics	Additional characteristics	Measuring unit	Amount , volume	Price per unit , tenge ( planned )	Total amount , tenge ( ex.VAT )	Planned delivery time	Place of delivery	Price per unit , tenge ( according to the contract )	Total amount , tenge ( according to the contract )
------------------------------	------	------	-----------------------	----------------------------	----------------	-----------------	------------------------------------	---------------------------------	-----------------------	-------------------	--	--

1	2	3	4	5	6	7	8	9	10	11	12	13
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Information about the procurement:

List of goods purchased

Contract execution information:

Subject Name:

Date of signing the delivery certificate:

Amount of the subject of the contract (lot) executed, actual

Actual date of lot execution

Date of setting the lot execution sign

Procurement status: Contract signed/In registration in the Treasury/The contract is valid/

In execution/ Executed. \* the contract status is updated by the web portal automatically as changes the status of contract execution.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

VAT – value-added tax;

CGWS – Catalog of Goods, Work and Services

**Note!**

**The Rules as stipulated to be amended with Annex 26-1 in accordance with order of the Minister of Finance of the Republic of Kazakhstan dated 09.12.2024 No. 809 (shall enter into force on 01.01.2025).**

Annex 27  
to the Rules for  
public procurement

**Protocol of opening the public procurement of services, stipulated by the state social order (procurement No.), In this regard, No. should be linked to the method and No. of procurement (generated per each lot individually)**

Date and time

Customer\* \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender name \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the tender commission:

No.	Surname, Name, Patronymic (if any)**	Position at the organization**	Role in the commission
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List or procured goods, works, services with indication of the total amount \_\_\_\_\_

No.	Lot No.	Lot name	Quantity	Price per unit	Amount, allocated for procurement, tenge
-----	---------	----------	----------	----------------	--

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Applications for participation in the tender were submitted by the following potential suppliers (quantity of applications):

No.	Name of the potential supplier	BIN (IIN) / TIN / TRN	Address of the potential supplier (region, city, street, house, flat)	Date and time of submission of the application (according to chronology)
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Information about the presence (absence) of documents, stipulated by the tender documentation:

No. Name of the potential supplier BIN (IIN) / TIN / TRN		
No.	Document name	Sign of the presence

Note:

\*Information about the customer is not displayed if there are several customers.

\*\*Information is not displayed.

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 28  
to the Rules for  
public procurement

**Protocol on the results of the public procurement of services, stipulated by the state social order (procurement No.), In this regard, No. should be linked to the method and No. of procurement (generated per each lot individually)**

Date and time

Customer\* \_\_\_\_\_

Tender No. \_\_\_\_\_

Name of the tender \_\_\_\_\_

Name of the organiser \_\_\_\_\_

Address of the organiser \_\_\_\_\_

Composition of the tender commission:

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No.	Surname, Name, Patronymic (if any)	Position at the organization	Role in the commission
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List of procured service with indication of the total amount \_\_\_\_\_

No.	Lot No.	Lot name	Quantity	Price per unit, tenge	Amount, allocated for procurement, tenge
-----	---------	----------	----------	-----------------------	--

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Information about submitted tender applications (lot): (according to chronology) (quantity of applications)

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Date and time of submission of the application (according to chronology)
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Results of voting by members of the tender commission:

No.	Name of the potential supplier (list of potential suppliers), BIN (IIN)/ TIN/TRN			
	Surname, Name, Patronymic (if any) of the member of the commission	Decision of the member of the commission	Reason for rejection	A detailed description of the reasons for rejection, indicating information and documents confirming their non-compliance with the qualification requirements and requirements of the tender documentation

Rejected tender applications (quantity of applications):

No.	Name of the potential supplier	BIN (IIN)/ TIN/TRN	Reason for rejection 1
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a reference book of three text values: (non-compliance with qualification requirements, non-compliance with the requirements of the tender documentation, violation of requirements of Article 7 of the Law of the Republic of Kazakhstan "On Public Procurement")

The following applications for participation in the tender were admitted (quantity of applications):

No.	Name of the potential supplier	BIN (TIN)/TIN/TRN
-----	--------------------------------	-------------------

Information on the results of applying the relative value of the criteria provided for in paragraph 460 of the Rules:

			Conditional discounts, %						
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No.	Name of the potential supplier	BIN(IIN)/TIN/NP	Compliance of the potential supplier's activity objective (in accordance with the constituent documents) with the services purchased by the Customer and the areas provided for by Article 5 of the Law of the Republic of Kazakhstan "On the state social commissioning, state commissioning of strategic partnerships, grants and awards for non-governmental	Information about the location of the potential supplier in the "Database of non-governmental organizations"	Availability of work experience of the potential supplier	Experience and qualifications of specialists ** involved in the implementation of a social project and (or) a social program (information on qualified specialists involved in the implementation of a social project and (or) a social program in accordance with the Standards of state social procurement approved by the order of the Minister of Social Development of the Republic of Kazakhstan dated	In case of project implementation at the expense of local budget funds – experience of the non-governmental organization in the relevant region	Total score	Amount of conditional
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				organisations in the Republic of Kazakhstan";		August 15, 2018 No. 19 (registered in the Register of State Registration of Regulatory Legal Acts under No. 17314)		reduction, %
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#### Calculation of conditional prices of tender participants:

No.	Name of the p/supplier	BIN (TIN)/TIN/TRN	Allocated amount	Supplier's price	Amount of the conditional discount, %	Price with conditional discount	Work experience	Date and time of submission of the application
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#### Decision of the tender commission:

1. Determine the winner for lot No.\_\_\_\_: (BIN/IIN name of the potential supplier - the winner), the potential supplier, who took the second place (BIN/IIN name of the potential supplier, who took the second place).

2. The customer shall, (name of the customer) within the time limits, established by the Law of the Republic of Kazakhstan "On Public Procurement", conclude a public procurement contract with (BIN/IIN name of the potential supplier - the winner).

Or: "Recognize the public procurement for (name of the procurement for Lot No.\_\_\_\_ as failed in connection with \_\_\_\_\_ \*":

Note: \* One of the following values: "no applications submitted", "less than two applications submitted", "no potential supplier admitted to participate in the tender", "one potential supplier admitted to participate in the tender".

Or: The procurement has been cancelled, the basis for which is: Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated \_\_\_\_\_.

The body that made the decision to cancel: (\_\_\_\_\_).

Or: The procurement has been refused in accordance with subparagraph \_\_\_\_ of paragraph 10 of Article 6 of the Law of the Republic of Kazakhstan "On Public Procurement".

#### Transcript of abbreviations:

BIN – Business Identification No;

IIN – Individual Identification No;

TIN – Taxpayer's Individual No;

TRN – Taxpayer's Registration No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

**Protocol of opening the public procurement of housing (No. and date)**

Procurement No. \_\_\_\_\_

Procurement name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Applications for participation in public procurement of housing were submitted by the following potential suppliers:

No.	Surname, Name, Patronymic (if any) of the potential supplier	IIN	Contact data, details	Date and time of submission of the application
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Information about the presence (absence) of documents, stipulated in the announcement:

No.	Surname, Name, Patronymic (if any) of the potential supplier	IIN	Document name	Sign of the presence
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Transcript of abbreviations:

IIN – Individual Identification No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

**Protocol of results of public procurement of housing (No. and date)**

Procurement No. \_\_\_\_\_

Procurement name \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Amount, allocated for procurement, tenge \_\_\_\_\_

Information about submitted applications:

No.	Surname, Name, Patronymic (if any) of the potential supplier	IIN	Contact data, details	Date and time of submission of the application
-----	--	-----	-----------------------	--

Results of consideration of applications:

	Surname, Name, Patronymic (if any)			Reason for non-compliance with the	
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No.	any) of the potential supplier	IIN	Decision admitted/not admitted)	( requirements provided in the announcement	Grounds ( specified if any)
-----	--------------------------------	-----	---------------------------------	---	-----------------------------

### Information about price quotations of the admitted participants:

No.	Surname, Name, Patronymic (if any) of the potential supplier	IIN	Allocated amount	Supplier's price	Percentage of budget reduction	Date and time of submission of the application
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Winner of lot No.\_\_\_\_ of the procurement: (name of the winning supplier).

To the Customer (name of the customer) within the timeframes established by the Law of the Republic of Kazakhstan "On Public Procurement", conclude a public procurement contract with (name of the winning supplier).

Or: "Recognize the public procurement (name of the procurement for lot No.\_\_\_\_) as failed due to \_\_\_\_\_ \*":

Note: \*One of the following meanings: "lack of submitted applications", "not a single potential supplier was admitted to participate in the tender".

Or: The procurement was cancelled, the basis for which is: Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated dd.mm.yyyy.

The authority that made the decision on cancellation: (\_\_\_\_\_).

Or: The procurement was rejected in accordance with subparagraph \_\_ of paragraph 10 of Article 6 of the Law of the Republic of Kazakhstan "On Public Procurement".

### Transcript of abbreviations:

IIN – Individual Identification No;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any);

dd.mm.yyyy. – day, month, year.

Annex 31  
to the Rules for  
public procurement

### Invitation for participation in public procurements from a single source

Dear participant (name of the potential supplier)!

You are invited to participate in the public procurement

(No. of invitation, name of invitation) from a single source via the web portal.

To view the invitation, follow the link (link to invitation).

If the above link does not open, copy it to the clipboard, paste it into the browser address bar and press "Enter".

Annex  
to the Invitation for participation in public  
procurements from a single source

**List of public procurement (lots ) from a single source via the web portal of public procurement (to be generated on the basis of the approved annual plan)**

Invitation No. \_\_\_\_\_

Name of invitation \_\_\_\_\_

Lot No.	Name of the customer	Name of goods (work, service) *	Measuring unit	Amount, volume	Supply terms (in accordance with Incoterms 2010)	Supply time of goods, works, services	Place of supply of goods, performance of work, provision of services	Amount of advance payment, %	Amount, allocated for the lot, tenge
1	2	3	4	5	6	7	8	9	10

\*Full description and characteristics of goods, works, and services shall be specified in the technical specification.

Annex 32  
to the Rules for  
public procurement

**Agreement on participation in public procurement by single-source method via the web portal of public procurement**

We hereby express our desire to participate in these public procurements from a single source via the public procurement web portal as a potential supplier and express our consent to carry out (delivery of goods(s), performance of works, provision of services) in accordance with the established requirements and conditions, as well as consent to receive information confirming our compliance with the qualification requirements and restrictions established by Article 7 of the Law.

We hereby confirm that there are no violations of the restrictions provided for in Article 7 of the Law, and that there are no relations between me (the potential supplier) and the customer and (or) the organiser of public procurement prohibited by the Law. We also express the consent of the potential supplier to terminate, in accordance with the procedure established by the laws of the Republic of Kazakhstan, the public procurement contract (goods (s), works, services), and we express our consent to the disclosure of information related to the execution of the public procurement contract (invoice for the release of stocks to the side, acts on the delivery of goods, performance of works and provision of services).

We confirm that we have read the list of documents and are aware of the responsibility for providing the public procurement organiser with false information about our eligibility, qualifications, quality and other characteristics (of the supplied goods (s), work performed, services rendered), compliance with copyright and related rights, as well as other restrictions

provided for by the current legislation of the Republic of Kazakhstan. We accept full responsibility for providing such false information in the response to participation in the procurement and the documents attached thereto.

Annex  
to the Agreement on participation in  
public procurements from a single source  
via the web portal of public procurement

**Price quotation of the potential supplier  
on public procurement by single-source method  
(to be filled in separately per each public procurement (lot))**

Invitation No. \_\_\_\_\_  
Name of invitation \_\_\_\_\_  
Lot No. \_\_\_\_\_  
Lot name \_\_\_\_\_  
Supplier's name \_\_\_\_\_  
BIN/IIN/TIN/TRN \_\_\_\_\_  
Name of goods, work, and service \_\_\_\_\_  
CGWS code \_\_\_\_\_  
Price quotation currency \_\_\_\_\_  
Code of price quotation currency \_\_\_\_\_  
Measuring unit \_\_\_\_\_  
Price per unit taking into account all expenses \_\_\_\_\_  
Quantity (volume) \_\_\_\_\_  
Terms of supply of goods INCOTERMS 2010 \_\_\_\_\_  
Total price (quantity \* price per unit) \_\_\_\_\_  
We agree with your payment terms.  
Date and time \_\_\_\_\_  
Transcript of abbreviations:  
BIN – Business Identification No;  
IIN – Individual Identification No;  
TIN – Taxpayer's Individual No;  
TRN – Taxpayer's Registration No;  
CGWS Code – Code of the Classifier of goods, works and services.

Annex 33  
to the Rules for  
public procurement

**Protocol of public procurement  
from a single source for failed procurement  
(generated per each public procurement (lot) separately))**

Invitation No. \_\_\_\_\_

Name of invitation \_\_\_\_\_

Lot No. \_\_\_\_\_

Lot name \_\_\_\_\_

Information about the representative of the customer and representative of the organiser:

No.	Surname, Name, Patronymic (if any)	Position	Role
1			Representative of the customer
2			Representative of the organiser

Procured goods (works, services):

Lot No.	Name of goods, work, service	Grounds for application	Type of the subject of procurement (goods, work, service)	Amount, allocated for procurement, tenge

Information on the invited potential supplier:

Supplier's name	BIN (IIN)/TIN/TRN	Details

Information on the price quotation of the potential supplier:

Allocated amount	Supplier's price	Date and time of submission of the price quotation

Results of compliance/non-compliance with qualification requirements and requirements of tender documentation:

Name of the invited supplier	Representative of the organiser	Decision of the representative of the organiser	Reason of non-compliance
(Full name of the supplier)	(Surname, Name, Patronymic (if any) representative of the organiser, position at the organization)	(In accordance with the reference book of values: complies/does not comply with the requirements of technical specification; complies/does not comply with the qualification requirements; complies/does not comply with the requirements of Article 7 of the Law)	(Reason entered by the representative of the organiser in case of non-compliance with the requirements of the technical specification; qualification requirements; requirements of Article 7 of the Law)

It has been decided to award a public procurement contract through public procurement by single-source method for failed procurement to an invited potential supplier (name of the potential supplier).

Or: public procurement by single-source method failed because the invited potential supplier (name of the potential supplier) declined to participate in the public procurement through single-source procurement.

Or: public procurement by single-source method did not take place because the invited potential supplier (name of the potential supplier) did not provide a response to the participation in public procurement by single-source method within the established time limit.

Or: public procurement by single-source method failed due to the fact that the invited potential supplier does not meet the qualification requirements and requirements of the tender documentation.

Or: The procurement has been cancelled, the basis for which is: Acts of authorized state bodies (order, notification, submission, decision) No. \_\_\_\_\_ dated dd.mm.yyyy.

The body that made the decision on cancellation: (\_\_\_\_\_)

Or: The procurement has been rejected in accordance with subparagraph \_\_ of paragraph 6 of Article 10 of the Law of the Republic of Kazakhstan "On Public Procurement".

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any);

dd.mm.yyyy. – day, month, year.

Annex 34  
to the Rules for  
public procurement

## **Report on public procurement**

### **from a single source by direct conclusion of a public procurement contract**

Lot No./identification code of procurement \_\_\_\_\_

Lot name/of procurement \_\_\_\_\_

Procured goods (works, services):

1. Information about the official who made the decision to conclude a public procurement contract by single-source method by direct conclusion of a public procurement contract:

Name of the customer	Surname, Name, Patronymic (if any) and name of the position of the first head of the customer	Name, Date and No. of a document confirming the exceptional nature of the case of procurement from a single source (memo, conclusion, certificate)
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2. Information about potential suppliers, who have been sent the requests for commercial proposals \*:

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No.	Names of potential suppliers, who have been sent the requests for commercial proposals	Source of information about the potential supplier, who has been sent the requests for commercial proposals	No. and date of outgoing request
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3. Information about the potential suppliers, who have submitted a commercial proposal at the request of the customer (price lists and other supporting documents) \*:

No.	Name of the potential supplier, who has submitted a commercial proposal at the request of the customer	Brief description of the offered goods (indicating brand, model), works, services in accordance with the commercial proposal	Essential supply terms of goods, performance of works, provision of services (price, quality, terms)
-----	--	--	--

4. Information about potential suppliers who submitted a commercial proposal on their own initiative (price lists and other supporting documents) \*:

No.	Name of the potential supplier, who submitted a commercial proposal on his own initiative	Brief description of the offered goods (indicating brand, model), works, services in accordance with the commercial proposal	Essential supply terms of goods, performance of works, provision of services (price, quality, terms)
-----	---	--	--

5. Justification for the choice of supplier and the price of the concluded public procurement contract, as well as other terms of the contract.

Name of the potential supplier	BIN (IIN)/TIN/ TRN	Details	Justification of the selection of supplier	Justification of the price of the concluded contract
--------------------------------	--------------------	---------	--	--

\* paragraphs 3, 4, 5 of this report are displayed in the cases specified in paragraph 512 of these Rules.

Surname, Name, Patronymic (if any) and position of the Customer's representative,

Signature of the person that made a decision on determining the potential supplier for invitation to participate in public procurement from a single source

Transcript of abbreviations:

BIN – Business Identification No.;

IIN – Individual Identification No.;

TIN – Taxpayer's Individual No.;

TRN – Taxpayer's Registration No.;

Surname, Name, Patronymic – Surname, Name, Patronymic (if any).

Annex 35  
to the Rules for  
public procurement  
form

\_\_\_\_\_  
(name of the potential supplier, address)

No. \_\_\_\_\_ Date \_\_\_\_\_

## Request for a commercial proposal

\_\_\_\_\_ (name of the customer)  
hereby notifies of its intention to carry out public procurement from a single source by directly concluding a contract for the following goods, works, services:

Brief description of goods, works, services	quantity of goods, volume of works performed, services provided, which are the subject of conducted public procurement	Amount allocated for public procurement	Place of supply of goods, performance of works, provision of services	Required terms for timeframes for the supply of goods, performance of works, provision of services

In this respect, in order to determine the potential supplier, we kindly ask you to send your commercial proposal with a description of the characteristics of the goods to be supplied, (service to be rendered, work to be performed) within the period until “\_\_” \_\_\_\_\_ 20\_\_ (should not be less than three working days).

We note that in accordance with the requirements of the legislation On Public Procurement, when public procurement is carried out in a single-source manner by direct conclusion of a public procurement contract, public procurement contract is concluded through the web portal public procurement.

Annex: draft public procurement contract with indication of technical specification.

\_\_\_\_\_  
(position of the customer) (signature) Surname, Name, Patronymic

Annex 36  
to the Rules for  
public procurement

## Requests by a customer to be included in the list of customers that conclude contracts by a single-source method by direct award

No.	Name of the customer	BIN of the customer	Grounds for public procurement by a single-source method	Name of procurement	Code of goods, work, service	Name according to the code of the reference book of goods, works, services	Justification supporting the authority of the contracting authority to conclude a contract by a single-source method by direct award
1	2	3	4	5	6	7	8

Transcript of abbreviations:

BIN – Business Identification No.

**Requests of the potential supplier for inclusion in the list of suppliers with whom customers conclude contracts from a single source by direct award**

No.	Supplier's name	BIN of the supplier	Grounds for public procurement by a single-source method	Name of procurement	Code of the reference book of goods, works, services	Name according to the code of the reference book of goods, works, services	Justification confirming the authority of the potential supplier to supply the procured goods, works, services
1	2	3	4	5	6	7	8

Transcript of abbreviations:

BIN – Business Identification No.

**Model public procurement contract for goods**

<Identification No.>

<Customer's region> No. <No. of the contract> <Date of the contract>

<full name of the customer>, hereinafter referred to as “Customer”, on behalf of whom <position of the Customer><Surname, Name, Patronymic (if any) of the Customer>, acting on the basis of <basis of the Customer>, on the one hand and <full name of the Supplier>, hereinafter referred to as ‘Supplier’, on behalf of whom <position of the Supplier><Surname, Name, Patronymic (if any) of the Supplier>, acting on the basis of <basis of the Supplier>, on the other hand, hereinafter jointly referred to as “Parties”, on the basis of the Law of the Republic of Kazakhstan "On Public Procurement" (hereinafter referred to as the Law) and the results of public procurement by <procurement method> dated <Date of the results> of the year No. <No. of the results>, have concluded this public procurement contract for goods ( hereinafter referred to as the Contract) and have agreed as follows:

**1. Subject matter of the contract**

1.1. The Supplier undertakes to deliver the Goods according to the terms, requirements and at the prices specified in the annexes to this Contract, which are an integral part thereof, and the Customer undertakes to accept the Goods and pay for them on the terms and conditions of this Contract, provided that the Supplier duly performs its obligations according to the contract:

for specifics <Specifics Code> - <Summary of the subject of the contract for specifics 1>;  
for specifics - 1;

1.2. The documents listed below and the terms and conditions set forth therein constitute this The contract and shall be deemed to be an integral part thereof, as follows:

- 1) this Contract;
- 2) list of lots and Terms for supply of goods (Annex 1);
- 3) technical specification (Annex 2).

## **2. Contract amount and payment terms**

2.1. The total amount of the Contract shall be determined by Annex 1 to the Contract and shall be <contract amount> (<sum in words>) tenge and shall include all expenses related to delivery of the Goods, as well as all taxes and fees provided for by the legislation of the Republic of Kazakhstan, <including VAT <sum of VAT> tenge> / without VAT> ( hereinafter referred to as the Contract amount).

2.2. In the territorial treasury body, the Contract shall be registered for <\_\_\_\_> year by budget program, subprogram, specific - () /1).

2.3. After the Contract comes into effect, the Customer shall make advance payment in the amount according to Annex 1 to the Contract after the Supplier has paid the Contract performance security, advance payment security and (or) the amount according to Article 13 of the Law. The remaining amount shall be paid by the Customer by money transfer to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing of the goods acceptance certificate by the Parties, taking into account proportional deduction of the previously paid advance payment.

If the Supplier is in the register of domestic manufacturers of goods, works and services, the Customer shall, within 10 (ten) calendar days from the date of the Contract conclusion, make an advance payment in the amount of 30% of the Contract amount for the current financial year.

Payment for the supplied Goods shall be made by the Customer by money transfer to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing of the Goods acceptance certificate by the Parties.

2.4 The volume of the Goods to be delivered in quantity and cost is stipulated in Appendix 1 to the Contract.

2.5 The necessary documents preceding the payment are:

- 1) <registered in the territorial treasury body/signed> Contract;
- 2) consignment note;
- 3) act(s) of acceptance-transfer of the goods(s);
- 4) report on in-country value in the procured goods in the form according to Annex 52 to these rules for public procurement;

5) electronic invoice with description, quantity, unit price and total amount of delivered goods submitted by the Supplier to the Customer.

<No. New subparagraph>

### **3. Obligations of the Parties**

3.1. The Supplier shall be obliged to:

1) ensure full and proper fulfillment of the undertaken obligations according to the contract;

2) within ten working days from the date of entry into force of the Contract, pay the amount of security for the performance of the Contract and the amount of advance payment provided for the subjects of the Contract according to Annex 1 to the Contract equal to tenge4 , tenge>5, which in total is () tenge in the form of:

money in the electronic wallet of the potential supplier;

or:

bank guarantee submitted in the form of an electronic document according to Annex 44 to the Rules for public procurement;

or:

Supplier's civil liability insurance contract in the form of an electronic document according to the standard form according to Annex 45 to the Rules for public procurement.

At the same time, the Supplier may not deposit the Contract performance security in case of full and proper fulfillment of obligations under the Contract by the Supplier before the expiration of the term for deposit of the Contract performance security.

The requirements of this subparagraph shall not apply to suppliers that are in the register of domestic manufacturers of goods, works and services;

3) when fulfilling their obligations according to the contract, ensure compliance of the goods with the requirements specified in Appendix 2 to the Contract (technical specification), which is an integral part of the Contract;

4) provide packing of the goods capable to prevent them from damage or deterioration during transportation to the final destination point. The packaging shall withstand, without any restrictions, intensive handling and exposure to extreme temperatures, salt and precipitation during transportation, as well as open storage.

When determining the dimensions of packed crates and their weight, it is necessary to take into account the remoteness of the final delivery point and availability of powerful lifting means at all points of goods transportation;

5) not to disclose without prior written consent of the Customer the content of technical documentation provided by the Customer or on its behalf by other persons, except for those personnel engaged by the Supplier for fulfillment of the Contract conditions. Such information shall be provided to such personnel in confidence and to the extent necessary for the performance of the obligations;

6) without the prior written consent of the Customer, not to use any of the above documents and information except for the purpose of the Contract realization;

7) at the first request of the Customer, provide information on the progress of fulfillment of obligations according to the contract;

8) compensate the Customer in full for losses caused to it, caused by improper fulfillment by the Supplier of the terms of the Contract and/or other illegal actions;

9) draw up and to send to the Customer via the web portal an act of acceptance and transfer of goods approved by an electronic digital signature, as well as a report on the in-country value of the purchased goods in the form according to Annex 52 to the Rules for public procurement;

10) Upon approval of the act of acceptance of the Goods by the Customer, the Supplier shall issue an electronic invoice via the electronic invoicing information system in accordance with the Rules for Issuing Electronic Invoices in the Electronic Invoicing Information System

<No.) new subparagraph>

3.2. the Supplier shall have the right to:

1) demand payment from the Customer for the delivered Goods in accordance with the terms of the Contract;

2) make early delivery of the Goods specified in Annex 1 to the Contract, subject to prior agreement with the Customer regarding the delivery schedule.

3.3. The Customer shall be obliged to:

1) ensure access for the Supplier's specialists for the purpose of delivering the Goods;

2) immediately notify the Supplier in writing of any non-conformities or defects in the Goods identified during inspection;

3) upon receipt of the Goods, approve the act of acceptance via the web portal or reject the acceptance of the Goods with a reasoned justification for such refusal within the timeframes established in paragraph 595 of the Rules for Public Procurement;

In this case, the acceptance of the Goods shall be carried out by the Customer or by a duly authorized representative acting under a power of attorney;

4) upon approval of the act of acceptance of the Goods, accept the invoice issued by the Supplier in electronic form via the electronic invoicing information system in accordance with the Rules for Issuing Electronic Invoices in the Electronic Invoicing Information System

;

5) make payment in the manner and within the timeframes established by this Contract.

<No.) new subparagraph>

3.4. The Customer shall have the right to:

1) verify the quality of the delivered Goods;

2) in the event of early delivery, the Customer shall have the right to accept the Goods in advance and make payment therefor in accordance with the terms of the Contract. Refusal to accept early delivery shall be permitted in cases where acceptance is not feasible.

#### **4. Verification of goods for compliance with the technical specification**

4.1. The Customer or its representatives may carry out control and inspection of the delivered goods for compliance with the requirements specified in the technical specification (Annex 2 to the Contract). In this case, all costs for these checks shall be borne by the Supplier. The Customer must promptly notify the Supplier in writing of its representatives designated for these purposes.

4.2. Goods supplied under this Contract must meet or exceed the standards specified in the technical specification.

4.3. If the results of the supplied goods during the inspection are found to be non-compliant with the requirements of the technical specification (Annex 2 to the Contract), the Supplier shall take measures to eliminate the non-conformities with the requirements of the technical specification, without any additional costs on the part of the Customer, within < the period for eliminating the non-conformities> from the moment of the inspection.

4.4. Inspection of the goods for conformity with the technical specification may be carried out at the Supplier's or its subcontractor(s) premises, at the place of delivery and/or at the final destination of the goods. If carried out at the Supplier's or its subcontractor(s) premises, the Customer's inspectors shall be provided with all necessary facilities and assistance, including access to drawings and manufacturing information, at no additional cost to the Customer.

4.5. Nothing in the foregoing clause shall relieve the Supplier of any other obligations under the contract.

<No. New paragraph> \*

#### **5. Supply of goods and documentation**

5.1. The Supplier shall provide the Customer's representative at the destination point of the Goods with the following documents:

1) originals or notarized copies of the factory certificate of quality and/or the technical passport of the Goods issued by the manufacturer (shipper), or another document issued by the manufacturer containing information on the configuration of the Goods, their technical specifications, operating instructions, warranty terms, and other information necessary to determine the quality of the Goods and their compliance with regulatory and technical documentation recognized in the Republic of Kazakhstan, except in cases where such

information is indicated directly on the Goods and/or their packaging, or where the quality of the Goods is confirmed by the manufacturer's stamp or other marking on the Goods and/or their packaging, accompanied by a legend explaining such markings;

2) a copy of the document on the conformity assessment of the Goods (certificate of conformity/declaration of conformity/certificate of state registration), certified by the supplier, with the exception of Goods that are not subject to mandatory confirmation of conformity;

3) warranty (commitment) certificate of the Manufacturer or Supplier (if necessary);

4) If the Goods are of Kazakhstani origin or are included in the list of exceptions from the national treatment regime established by a decision of the Government of the Republic of Kazakhstan, the original, a copy of the established form, or a copy certified by an authorized organization, or an electronic version of the Certificate of Origin of Goods "CT-KZ" shall be provided. This certificate must be issued in accordance with the Rules for Determining the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance of the Certificate of Origin, and Revocation Thereof, and Establishment of Forms of Certificates for Determining the Country of Origin of Goods, approved by order of the Minister of Trade and Integration of the Republic of Kazakhstan dated July 13, 2021 No. 454-HK (registered in the Register of State Registration of Regulatory Legal Acts under No. 23514) (hereinafter referred to as the "Rules for Determining the Country of Origin, Status of EAEU or Foreign Goods, Issuance and Revocation of Certificate of Origin").

The original, a copy of the established form, a copy certified by an authorized organization, or an electronic version of the Certificate of Origin of Goods "CT-KZ", issued in accordance with the Rules for Determining the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance and Revocation of the Certificate of Origin, shall be submitted for the supplied volume or for mass-produced goods.

If the Goods are of foreign origin, the original or a copy of the relevant Certificate of Origin issued by the competent authority (organization) of the country of import shall be provided in accordance with the requirements of applicable (ratified) international treaties and/or the rules for determining the country of origin established unilaterally by the exporting country (union).

The requirements specified in subparagraph 4) of this paragraph shall apply only to public procurement contracts whose value exceeds one thousand times the monthly calculation index established by the Law on the Republican Budget for the relevant financial year.

5.2. Title to the Goods and all associated risks, including the risk of accidental loss, destruction, or damage to the Goods, shall transfer to the Customer upon the signing by both Parties of the Goods Acceptance Certificate. From that moment, the Supplier shall accept from the Customer any claims related to defects in the Goods that could not have been identified during the acceptance process, within a period of fourteen (14) calendar days.



5.3. Delivery shall be deemed completed upon the full transfer by the Supplier to the Customer of the Goods in strict compliance with the requirements specified in the Technical Specification (Annex 2 to the Contract).

5.4. Subject to compliance with paragraph 5.3 of this Contract, the delivery/transfer date of the Goods shall be considered the date on which the Supplier submits the Goods Acceptance Certificate to the Customer via the web portal.

## **6. Guarantees. Quality**

6.1. The Supplier guarantees that the Goods supplied under this Contract shall be:  
of proper quality and compliant with national standards, or in the absence thereof, with interstate standards applicable to the procured Goods;  
new, unused, in factory packaging, and free from any defects in materials and workmanship;  
free from any rights or claims of third parties based on industrial and/or other intellectual property rights.

6.2. The Customer, within no later than three (3) working days from the date of receiving a notification via the web portal regarding the issuance of the Goods Acceptance Certificate by the Supplier, shall complete the required information in the Certificate in accordance with this Contract and sign it using an electronic digital signature, or refuse to accept the Goods, providing a reasoned justification for such refusal.

If additional inspection of the delivered Goods is required, the Customer shall perform the actions provided for in the first part of this paragraph no later than ten (10) working days from the date of receiving the notification and shall notify the Supplier via the web portal within no later than three (3) working days from the date of receipt of such notification.

6.3. The warranty period for the supplied Goods shall be determined in accordance with Annex 2 to this Contract, unless otherwise established by the manufacturer of the purchased Goods or the legislation of the Republic of Kazakhstan. The warranty period for replaced or repaired Goods shall commence from the moment of replacement with new Goods. All expenses related to the correction or replacement of defects in the Goods, including customs clearance, shall be borne by the Supplier.

In the event of a delay in the correction of identified defects due to the fault of the Supplier, the warranty period shall be extended for the corresponding duration of such delay.

<No. New paragraph>. \*

## **7. Liability of the Parties**

7.1. In the event of non-performance or improper performance by either Party of its obligations under this Contract, all disputes and disagreements shall be resolved in accordance with the applicable legislation of the Republic of Kazakhstan.

7.2. Except in cases of sequestration and/or insufficient funds in the treasury control account of the relevant budgets or in the settlement account of a state enterprise or a legal entity of which fifty percent (50%) or more of the voting shares are owned by the state, if the Customer fails to make payments to the Supplier within the timeframes specified in the Contract, the Customer shall pay the Supplier a penalty (late payment interest) in the amount of 0.1% (zero point one percent) of the outstanding amount for each day of delay. However, the total amount of the penalty shall not exceed 10% of the total Contract amount.

7.3. In the event of a delay in the delivery of the Goods, the Customer shall withhold (or recover) from the Supplier a penalty (fine or late fee) in the amount of 0.1% of the total Contract amount for each day of delay in case of complete non-performance of the Supplier's obligations, or a penalty in the amount of 0.1% of the value of the unfulfilled obligations for each day of delay in case of improper performance (partial non-performance). The total amount of the penalty shall not exceed 15% of the total Contract amount.

If the Supplier is listed in the register of domestic producers of goods, works, and services, the total amount of the penalty shall not exceed 3% of the total Contract amount.

7.4. In the event the Supplier refuses to deliver the Goods, or delays the delivery of the Goods by more than fifteen (15) calendar days from the expiry of the delivery deadline specified in the Contract (but no later than the Contract expiry date), the Customer shall have the right to unilaterally terminate this Contract and recover from the Supplier a penalty in the amount of 0.1% of the total Contract amount for each day of delay.

7.5. Payment of a forfeit (fine, penalty) shall not relieve the Parties from fulfilment of obligations hereunder.

7.6 Should any change result in a reduction in the cost or time required by the Supplier to deliver the Goods hereunder, the Agreement price or delivery schedule, or both, shall be adjusted accordingly, and the Agreement shall be amended accordingly. All requests for adjustment by the Supplier shall be made within thirty (30) calendar days of the Supplier's receipt of the change order from the Purchaser.

7.7. The Supplier shall neither fully nor partially transfer its obligations hereunder to anyone else.

7.8 The Customer shall not return the Agreement performance security, advance payment security (if the Agreement envisages advance payment), as well as the amount paid by the Supplier in line with Article 13 of the Law (if any) in case of its cancellation (expiration of the Agreement) due to the Supplier's failure to fulfil its obligations hereunder.

7.9. The Customer shall return the paid security for the Agreement performance, as well as the amount of security in case of anti-dumping measures (if any) to the Supplier within five working days from the day of full and proper fulfilment by the Supplier of its obligations hereunder, as well as in case the Supplier provides a replacement of the method of securing the Agreement performance during the Agreement validity period.

<№. New paragraph> \*

## **8. Term of validity and terms of termination of the Agreement**

8.1. The Agreement shall come into force <after its registration by the Customer in the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and shall be valid till <\_\_\_\_\_> of the year <\_\_\_\_\_>.

8.2. The Purchaser may unilaterally withdraw from the Agreement at any time by giving notice to the Supplier if the Supplier becomes bankrupt or insolvent. In such case, the withdrawal shall be effective immediately and the Purchaser shall have no financial obligation towards the Supplier, providing that the withdrawal does not prejudice or affect any rights of action or sanctions that have been or will subsequently be asserted against the Purchaser.

8.3. Without prejudice to any other sanctions for breach hereof, subject to the requirements of paragraph 7.4 hereof, the Purchaser may terminate this Agreement in whole or in part by giving notice of default to the Supplier:

- 1) when the Supplier fails to deliver the Goods within the time period stipulated herein or within the extension period hereof granted by the Purchaser;
- 2) should the Supplier fail to fulfil its obligations hereunder.

8.4 The Agreement may be terminated at any stage if one of the following facts is revealed:

- 1) in case the Supplier refuses to fulfil its obligations hereunder;
- 2) in case of non-performance or improper performance by the Supplier of its obligations hereunder;
- 3) in the event of liquidation or bankruptcy of the Customer or the Supplier being a legal entity, excluding reorganisation, or death of the Supplier being a natural person;
- 4) in case the Supplier loses the legal capacity required for fulfilment of its obligations hereunder, the Supplier's death (being recognised by a court as missing or declared dead),
- 5) in the event of detection of a breach of the restrictions prescribed by Article 7 of the Law in relation to the procurement based on which the agreement is concluded;
- 6) in the case of identification of provision by the organiser, single organiser of assistance to the supplier in the implementation of public procurement, not stipulated by this Law;
- 7) in case of inexpediency of further execution of the agreement with a detailed justification of the reasons for this inexpediency;
- 8) in the case of the supplier's failure to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms prescribed by the rules of public procurement, unless the supplier fulfils its obligations prior to the expiry of the term for payment of the agreement performance security;
- 9) under a judicial act that has entered into legal force, the execution thereof requires the cancellation of the agreement.

## **9. Notification**

9.1. Any notification given by one party to the other party pursuant to the Agreement shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

9.2 A notification shall take effect upon delivery or on the specified effective date (if specified in the notification), whichever is later.

## **10. Force majeure**

10.1. The Parties shall not be liable for full or partial failure to fulfil their obligations hereunder if it is the result of force majeure.

10.2 The Supplier shall not be deprived of its security for the performance hereof and shall not be liable for payment of penalties or cancellation hereof due to failure to fulfil its terms and conditions, if the delay in performance hereof is the result of force majeure circumstances.

10.3. For the purposes hereof, 'force majeure' shall mean an event beyond the control of the Parties and of an unforeseeable nature. Such events may include, but are not limited to: acts of war, natural or Acts of God, and others.

10.4 Should force majeure occur, the Supplier shall immediately give the Purchaser written notification of such circumstances and their causes. Unless otherwise instructed in writing by the Customer, the Supplier shall continue to fulfil its obligations hereunder to the extent practicable and shall seek alternative means of fulfilling the Agreement independent of the force majeure circumstances.

## **11. Dispute resolution**

11.1. The Customer and the Supplier shall use their best endeavours to resolve in direct negotiations all differences or disputes arising between them hereunder or in connection herewith.

11.2 If, after such negotiations, the Customer and the Supplier are unable to resolve a dispute hereunder, either party may request that the matter be resolved under the laws of the Republic of Kazakhstan.

## **12. Countering corruption**

12.1. When performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

12.2. When performing their obligations hereunder, the Parties shall not perform actions qualified by the applicable legislation for the purposes hereof as giving/receiving a bribe,

commercial bribery, as well as actions infringing the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

12.3. Each of the Parties hereto shall refuse to incentivise in any way the representatives of the other Party, including by granting sums of money, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the incentivising Party.

12.4. Should a Party suspect that a contravention of any anti-corruption terms and conditions has occurred or may occur, the respective Party shall notify the other Party in writing.

12.5. In the written notification, the Party shall refer to facts or submit materials that reliably confirm or give reason to believe that a breach of any provisions of these terms and conditions by the counterparty has occurred or may occur, manifested in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable laws and international anti-money laundering acts.

12.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. In doing so, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall render mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for conducting audits to prevent risks of the Parties' involvement in corrupt activities.

### **13. Other provisions**

13.1. Taxes and other mandatory payments to the budget shall be payable in conformity with the tax legislation of the Republic of Kazakhstan.

13.2 Any amendments and additions hereto shall be made in the same form as the conclusion hereof.

13.3. Amendments to the concluded Agreement, on condition of unchanged quality and other conditions, which have been the basis for selection of the Supplier, shall be allowed in the cases envisaged in paragraph 2 of Article 18 of the Law.

13.4 Transfer of obligations of one of the Parties hereunder shall be prohibited, save for legal succession in case of reorganisation.

13.5. The Agreement is drawn up in the Kazakh and Russian languages having equal legal force, concluded by means of the web-portal.

13.6 The Parties shall be guided by the legislation of the Republic of Kazakhstan to the extent not regulated hereunder.

<№. New paragraph> \*

Note: \* It shall be prohibited for the customer to establish requirements and (or) conditions for the supplier to fulfil obligations not envisaged by the legislation of the Republic of Kazakhstan.

### 13. Details of the Parties

Customer	Contractor
< Customer's full name >	(The recipient of funds, when the supplier enters into an agreement on financing against assignment of a monetary claim (factoring))
< Full legal address of the Customer>	< Supplier's full name >
BIN < Customer's BIN >	< Supplier's full legal address >
BIK (sort code) <to be filled in by the Customer >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
IIC < to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
Name of the bank < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Tel: < Customer's phone number >	Name of the bank <fill in by the Supplier >
< Customer's position >	Tel.: < Supplier's phone number >
< Surname, name, patronymic (if any) of the Customer >	< Supplier's position >
>:	< Surname, name, patronymic (if any) of the Supplier >

Note: Bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

#### Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 39  
to the Rules for Public Procurement

### Standard Agreement on Public Procurement of Construction and Installation Works

< Identification number >

< Customer region> No. <agreement number> <agreement date >

< Customer's full name >, hereinafter referred to as the ‘Customer’, on behalf of whom < position of the Customer> <Name (if any) of the Customer> acting under <basis of the Customer> acts, as the party of the first part, and <full name of the Supplier>, hereinafter referred to as the ‘Contractor’.", on whose behalf <position of the Supplier> <First name (if any) of the Supplier> acts, acting under <basis of the Supplier>, as the party of the second part, hereinafter jointly referred to as ‘the Parties’, under the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter - the Law) and the results of public procurement by means of <procurement method> dated <date of results> No. <number of results>, have concluded this Agreement on Public Procurement of Works (hereinafter - the Agreement) and agreed as follows:

## **1. Notions and definitions**

1.1. The below notions shall have the following interpretation herein:

1) general contractor (hereinafter referred to as the Contractor) means a legal entity acting as a counterparty of the Employer in the Agreement concluded with it, as well as a consortium (in cases stipulated by the public procurement rules);

2) sub-contractor means a person or organisation that has a contract and (or) agreement with the Contractor to perform part of the work hereunder;

3) technical supervisor means a person appointed by the Customer and notified to the Contractor to supervise the Contractor's performance of the Contractor's works in conformity with the terms and conditions hereof;

4) facility means a building, structure specified by the organiser of public procurement as subject to construction, reconstruction and handed over by the Contractor to the Customer in the form envisaged hereunder;

5) site means the area allocated for construction of the Facility or works;

6) temporary structures are all temporary buildings and structures needed for construction and repair of the Facility, which are erected, installed and removed by the Contractor after completion of construction of the Facility.

<<sup>1</sup>) new sub-paragraph>

## **2. Scope of the Agreement**

2.1. The Contractor shall undertake to perform the work(s) in conformity with the terms, requirements and at the prices specified in the annexes hereto (hereinafter referred to as the Work), which are an integral part hereof, and the Customer shall accept the completed Work(s) and pay for it on the terms and conditions hereof subject to the Contractor's proper fulfilment of its obligations hereunder:

by specificity <Specificity code> - <Brief description of the scope of the agreement by specificity 1>;

by specificity - 1.

2.2. The works shall be performed under the Project - <procurement name>, which is located at <site location>.

The General Designer - <name of the General Designer>.

2.3. The documents listed below and the terms and conditions specified therein shall constitute this Agreement and shall be deemed to form an integral part thereof, namely:

1) this Agreement;

2) the list of lots and conditions of work performance (Annex 1);

3) technical specification (Annex 2);

4) consortium agreement (in case of conclusion of the Agreement with consortium).

### **3. Amount of the Agreement and terms of payment**

3.1. The total amount of the Agreement shall be specified in Annex 1 hereto and shall be <agreement amount> (<sum in words>) KZT and shall include all costs related to the performance of the Work(s), as well as all taxes and fees stipulated by the legislation of the Republic of Kazakhstan, <including VAT <sum of VAT> KZT> /without VAT> (hereinafter referred to as the Agreement amount).

3.2. In the territorial treasury body the Agreement shall be registered for <\_\_\_\_> year by budget programme, sub-programme, specificity - () tenge, tenge/1.

3.3 After the Agreement comes into force, within 5 (five) working days, the Customer shall make an advance payment in the amount as per Annex 1 after the Contractor has made a security for the fulfilment hereof, security for the advance payment.

Herewith, in case of subcontracting the scope of work, the Contractor shall pay to the Sub-contractor, which is in the register of domestic producers of goods, works and services, an advance payment in the amount of 30% of the amount allocated for sub-contracting.

Interim payments shall be paid by the Customer by transferring funds to the Contractor's settlement account <payment condition> not later than 30 (thirty) calendar days from the date of signing by the Parties of the Acts of Completed Works, formed and signed via electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan, considering the proportional deduction of the previously paid advance payment, as well as the deduction of the guarantee fee in the amount of 5 (five) per cent of the Agreement amount, in the amount of <amount>.

Interim payments to the Sub-Contractor, which is in the register of domestic producers of goods, works and services, shall be paid by the Contractor not later than 5 (five) working days from the date of receipt of interim payments from the Customer to the settlement account of the Contractor, with due account of proportional deduction of the previously paid advance payment.

The Customer shall pay for the completed Works by transferring money to the Contractor's settlement account <payment condition> not later than 30 (thirty) calendar days from the date of signing by the Parties of the certificate of the completed Works, formed and signed via electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan.

Payment for the completed Works to the Sub- Contractor, which is in the register of domestic producers of goods, works and services, shall be made by the Contractor not later than 5 (five) working days from the date of receipt of payment from the Customer to the Contractor's settlement account.



Should the Works be performed within one financial year, the Customer shall pay to the Contractor the remaining 5 (five) per cent of the Agreement amount in the amount of < amount, within 30 (thirty) calendar days after completion of the Works and signing of the Certificate of Acceptance of the Facility into Operation in compliance with the legislation of the Republic of Kazakhstan on architectural, town-planning and construction activities.

Should the term of the Works exceed one financial year, the Customer shall pay the Contractor the remaining 5 (five) per cent of the Agreement amount of <amount>, within 30 (thirty) calendar days after completion of the Works and signing of the Certificate of Acceptance of the Facility into Operation in compliance with the legislation of the Republic of Kazakhstan on architectural, town-planning and construction activities in the last year of construction completion.

3.4. The scope of the work to be performed shall be specified in Annex 1 hereto.

3.5 Required documents preceding the payment:

- 1) <registered with the territorial treasury body/signed> Agreement;
- 2) act(s) of the completed works;
- 3) act(s) of work performed, formed and signed via electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan;
- 4) a report on in-country value in works and services, in the form as per Annex 53 to the Rules for Public Procurement;
- 5) an electronic invoice with a description, indication of the total amount of work performed, filed by the Contractor to the Customer;
- 6) a payment certificate, in the form as per Annex 115-3 to the Rules of the Budget Execution and its Cash Service, approved by order No. 540 of the Minister of Finance of the Republic of Kazakhstan of December 4, 2014 (recorded in the Register of State Registration of Regulatory Legal Acts under No. 9934) (hereinafter - the Rules of the Budget Execution and its Cash Service).

Sub-paragraph 5) of part one of this paragraph shall be applied in public procurement related to the construction of facilities identified by customers for treasury support.

#### **4. Obligations of the Parties**

4.1. The Contractor shall undertake:

- 1) to ensure full and proper fulfilment of the undertaken obligations hereunder;
- 2) within ten working days from the date of entry into force hereof, to pay the amount of the Agreement performance security in the amount of three per cent of the total amount of the Agreement equal to tenge and the amount of the advance payment envisaged for the scope hereof as per Annex 1 hereto equal to KZT 4, KZT>5, which in total amounts to ( ) KZT in the form of:  
money in the Contractor's electronic wallet;

or: a bank guarantee furnished in the form of an electronic document in compliance with Annex 44 to the Rules for Public Procurement;

or: the Supplier's Civil Liability Insurance Agreement in the form of an electronic document in the standard form as per Annex 45 to the Rules for Public Procurement.

At the same time the performance security of the Agreement may not be deposited by the Supplier in case of full and proper fulfilment of obligations hereunder prior to the expiry of the term for depositing the performance security hereof;

3) in fulfilment of its obligations hereunder, to ensure compliance of the work performed with the requirements specified in the annexes hereto, which are an integral part hereof;

4) in order to perform work hereunder to use construction materials, equipment, products and structures included in the database of goods, works, services and their suppliers (if any), formed in line with order No. 286 of the Acting Minister of Industry and Infrastructure Development of the Republic of Kazakhstan of May 26, 2022 “On Approval of the Rules for Formation and Maintenance of the Database of Goods, Works, Services and Their Suppliers” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 28243);

5) not disclose, without the prior written consent of the Customer, the contents of technical documentation furnished by or on behalf of the Customer by other persons, excluding those personnel engaged by the Contractor for the fulfilment hereof. The said information shall be made available to such personnel in confidence and to the extent necessary for the fulfilment of the obligations;

6) without the prior written consent of the Customer, not to use any of the above documents and information unless for the purpose of the fulfilment hereof;

7) upon written request of the Customer, including via the web portal of public procurement, to furnish information on the progress of fulfilment of obligations hereunder;

8) to compensate the Customer in full for the losses caused to it by the Contractor's improper fulfilment of the Agreement conditions and/or other unlawful actions;

9) to draw up and send to the Customer via the web-portal an electronically digitally signed act of the executed works, formed in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan, as well as a report on in-country value in the works in the form as per Annex 53 to the Rules for Public Procurement;

10) upon approval by the Customer of the act of completed works formed and signed via electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan, to issue an invoice in electronic form via the electronic invoice information system in compliance with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

11) to open a public procurement account within the framework of treasury support in compliance with the Rules of Budget Execution and its Cash Services;

12) when implementing an investment project related to the construction of facilities, within the framework of treasury support, to spend funds under concluded public procurement agreements through public procurement accounts opened with the treasury authorities;

13) under a public procurement agreement related to the construction of facilities, to engage sub-contractors (co-executors) within the framework of treasury support, subject to the condition that the sub-contractors (co-executors) open public procurement accounts with the treasury authorities. Such condition shall be reflected in the relevant sub-contracting (co-execution) agreements);

14) under agreements concluded with sub-contractors within the framework of treasury support, to ensure the presence of conditions in sub-contractor agreements on the transfer of funds to public procurement accounts opened with the treasury authorities, as well as the presence of the condition of invoice issuance in compliance with the Rules of Invoice Issuance in Electronic Form in the Information System of Electronic Invoices;

15) in compliance with the Rules of Budget Execution and its Cash Services, submit to the state revenue authorities a list of sub-contractors to be analysed;

16) file with the treasury authorities a list of sub-contractors analysed for absence of risks;

17) in the agreement on public procurement under treasury support specify the details of the public procurement account opened with the treasury authorities;

18) submit the payment certificate to the treasury authorities, as well as ensure that the payment certificate is presented by the sub-contractor in compliance with the Rules for Budget Execution and its Cash Services;

19) to execute the public procurement agreement related to the construction of facilities as part of treasury support via electronic invoices in line with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

20) within five working days from the effective date of the Agreement to develop and submit for the Customer's approval the schedule of works production;

21) within five working days from the date of entry into force hereof, develop organisational and technological documentation and labour movement schedule in line with the timeframes specified in Annex 1 hereto;

22) within five working days from the date of entry into force hereof, submit to the Customer the Contractor's estimate (offer) for the work to be performed based on the catalogue of contractual rates in compliance with the order No. 707 of the Minister of National Economy of the Republic of Kazakhstan of November 20, 2015 "On Approval of the Rules for Determining the Cost of Construction of Facilities at the Expense of Public Investments and Funds of Quasi-Public Sector Entities" (recorder in the State Register of Regulatory Legal Acts of the Republic of Kazakhstan under number 12527).

4.2. The Contractor shall be entitled:

1) to demand payment from the Customer for the Works performed hereunder;

2) to perform the Works specified in Annex 1 hereto ahead of schedule, having agreed with the Customer in advance on the terms of performance.

4.3. The Customer shall be obliged to:

1) no later than 10 (ten) working days from the date of signing hereof by the Parties, to ensure that the land plot intended for construction of the Facility is cleared of unauthorised constructions, engineering networks to be relocated, other existing buildings, structures, facilities, rubble and debris, which do not allow the Contractor to proceed with the works, to ensure their maintenance and completion within the term established hereunder, unless the works related to the clearing of the land plot are specified in the design and estimate documentation;

2) provide unimpeded access of the Contractor's specialists to the site to perform the Works;

3) in case of detection of non-compliance of the completed Works, immediately notify the Contractor in writing;

4) upon acceptance of the Works, to approve the act of completed works, formed and signed via electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan, or to refuse to accept the works with indication of the reasoned grounds for its non-acceptance within the terms established by paragraph 595 of the Rules for Public Procurement;

5) upon approval of the certificate of completed works, formed and signed by means of electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan, accept the invoice issued by the Contractor in electronic form via the electronic invoice information system in line with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

6) to make payment in the order and terms stipulated hereunder;

7) ensure providing the contractors (sub-contractors) with the payment certificate issued by the Engineering Company in conformity with the Rules of budget execution and its cash servicing approved by order No. 540 of the Minister of Finance of the Republic of Kazakhstan of December 4, 2014 (recorded in the Register of State Registration of Regulatory Legal Acts under No. 9934);

8) prior to the commencement of production works to hand over to the Contractor all documents required in line with the Rules of Organisation of Activities and Exercise of Functions of the Customer (Developer) approved by Order of the Minister of National Economy of the Republic of Kazakhstan No. 229 of March 19, 2015 (recorder in the Register of State Registration of Regulatory Legal Acts under No. 10795);

9) if sufficient budgetary funds are available, early acceptance and final payment for the completed Works within one month from the date of completion of the Works, in line with

the terms hereof, in case of receiving a notification from the Contractor on early completion of the Works and their readiness for delivery;

10) within 5 (five) working days from the date of signing the Agreement to upload to the web-portal a summary list of the need for basic construction materials, equipment, products and structures envisaged by the design (design and estimate) documentation with the Contractor's contact information.

Sub-paragraph 7) of part one of this paragraph shall apply to public procurements related to the construction of facilities identified by the customers for treasury support.

4.4 The customer shall be entitled to:

1) check the quality of the completed Works;

2) in case of early performance of the Works, the Customer shall be entitled to accept the Works ahead of schedule and pay for it in compliance with the Agreement terms and conditions. Refusal in early performance of the Works shall be allowed in cases when there is no possibility of its acceptance.

5. Examination of the Works for compliance with the technical specification and (or) design and estimate documentation

5.1 The Customer or their representatives may monitor and check the completed Works for compliance with the requirements specified in the technical specification and (or) design and estimate documentation (Annex 2 hereto). The Contractor shall bear all costs of such inspections. The Employer shall notify the Contractor in writing in good time of its representatives designated for this purpose.

5.2. The works performed hereunder shall comply with the requirements specified in the annexes hereto, as well as with the standards specified in the technical specification and (or) design and estimate documentation.

5.3. Should the results of the Work performed during the inspection be found to be non-compliant with the requirements specified in the appendices hereto, as well as with the standards specified in the technical specification and (or) design and estimate documentation (Annex 2 hereto), the Contractor shall take measures to eliminate the non-compliance with the requirements of the technical specification and (or) design and estimate documentation, without any additional costs on the part of the Customer, within <period of elimination of non-compliance> from the date of the inspection.

5.4. In inspecting the Works for conformity with the technical specification and/or design and construction documents, the Customer's inspectors shall be provided with all necessary facilities and assistance, including access to drawings and production information, at no additional cost to the Customer.

5.5 Nothing in the above paragraph shall relieve the Contractor of other obligations hereunder.

<No. New paragraph> \*

## **6. Procedure for delivery and acceptance of works**

6.1. The Work shall be deemed to be completed when the Supplier has fully delivered the Works to the Customer in exact conformity with the requirements specified in the appendices hereto.

6.2 The Contractor shall furnish the Customer with the following documents upon acceptance/acceptance of the completed Work:

1) if the work is performed with materials and equipment of Kazakhstan origin, the original or a copy of the established sample, or a copy certified by an authorised organisation, or an electronic copy of the Certificate of Origin 'ST-KZ', issued in compliance with the established procedure under the Rules for Identification of the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance of a Certificate of Origin of Goods and Cancellation of its Validity, Establishment of the Forms of the Certificate of Origin of Goods, approved by order No. 454-NK of the Minister of Trade and Integration of the Republic of Kazakhstan of July 13, 2021 (recorded in the Register of State Registration of Regulatory Legal Acts under No. 23514) (hereinafter - the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance of a Certificate of Origin and Cancellation of its Validity);

2) if the works are performed with materials and equipment of foreign origin - the original or a copy of the relevant Certificate of Origin of the Goods issued by the competent authority (organisation) of the country of import in line with the requirements of existing (ratified) international agreements (treaties) and (or) rules for identifying the country of origin established unilaterally by the country (union) of export of goods.

The requirements of this paragraph shall apply only to agreements for public procurement, the value thereof exceeding one thousand times the monthly calculation index established for the relevant financial year by the law on the republican budget.

6.3. Delivery of the Works performed by the Contractor in conformity with the approved design and estimate documentation and confirmed by the author's and technical supervision shall be performed on a monthly basis, but not later than the 25th day of the reporting month, upon completion of the works and shall be formalised by the Certificate of Completed Works signed by the Parties, formed and signed by means of an electronic digital signature in the information system of the competent authority for architectural, town-planning and construction activities of the Republic of Kazakhstan and the Certificate of Cost of Completed Works.

## **7. Warranty. Quality**

7.1. The Contractor shall guarantee to the Customer that the materials and equipment used in the performance of the Works hereunder shall conform to the requirements specified in the annexes hereto, as well as to the standards specified in the technical specification and (or)

design and estimate documentation, that the Works shall be performed without defects reducing their quality to a level that does not meet the standards specified in the technical specification and (or) design and estimate documentation.

Works not complying with these requirements, including those containing insufficiently substantiated and unauthorised changes shall be deemed defective.

The warranty granted by the Contractor shall not include compensation for damage or correction of Defects due to misuse, modifications not made by the Contractor (sub-contractor), improper maintenance or insufficient maintenance, or due to allowable wear and tear or deterioration of equipment in normal use, as well as routine maintenance of the Facility, within the warranty period.

Upon the Customer's request, the Contractor shall furnish documents certifying the compliance of the quality of materials and equipment with the standards specified in the technical specification and (or) design and estimate documentation.

The Contractor shall guarantee to the Customer that the results of the Works hereunder will meet the requirements specified in the annexes hereto, as well as the standards stated in the technical specification, that the Works will be performed without defects reducing their quality to a level that does not meet the requirements of the technical specification. The Works not meeting these requirements, including those containing insufficiently justified and unauthorised changes shall be deemed defective.

The warranty provided by the Contractor shall not include compensation for damage or correction of Defects due to misuse, modifications not made by the Contractor (sub-contractor), improper maintenance or inadequate maintenance, or due to acceptable wear and tear or deterioration of equipment (if any) in normal use.

Upon the Customer's request, the Contractor shall furnish documents certifying the compliance of the quality of the work results with the standards mentioned in the technical specification.

7.2. The Contractor shall grant a warranty to the Customer for the operation for a period of <warranty period>.

7.3 The Contractor shall protect the completed Works and all materials, equipment, resources and other items associated with the Works (if any) from all types of damage, injury, destruction due to climatic precipitation, flooding, frost, fire, theft and other causes.

While performing its works, the Contractor shall protect other works on the project and property belonging to the Customer from any kind of damage or other cause, including (but not limited to) roads, buildings, material stores and other types of movable and immovable property. All costs incurred by the Contractor due to the foregoing shall not be further reimbursed by the Contractor.

<No. New paragraph> \*

## **8. Liability of the Parties**

8.1. Should the Parties fail to fulfil or improperly fulfil their obligations hereunder, all disputes and disagreements shall be resolved in line with the current legislation of the Republic of Kazakhstan.

8.2. Unless there is a sequestration and/or insufficiency of money in the cash control account of the respective budgets/settlement account of a state enterprise, legal entity, fifty per cent or more of the voting shares thereof belonging to the state, if the Customer fails to pay the Contractor the funds due to it (including advance payment) within the time limits specified in the Agreement, the Customer shall pay to the Contractor a penalty (fine) on delayed payments in the amount of 0.1 per cent (zero point one) of the amount due for each day of delay. Herewith, the total amount of the penalty shall not exceed 10 % of the total amount of the Agreement.

8.3. Should the time for performance of the Works be overdue, the Customer shall withhold (charge) from the Contractor a penalty (fine, penalty) in the amount of 0.1% of the total Agreement amount for each day of delay in case of complete non-performance of the Contractor's obligations or shall withhold (charge) a penalty (fine, penalty) in the amount of 0.1% of the amount of unperformed obligations for each day of delay in case of improper performance (partial non-performance) of the obligations. Herewith, the total amount of forfeit (fine, penalty) shall not exceed 15% of the total amount of the Agreement.

8.4. Should the Contractor refuse to perform the Works, or should the Contractor be in default for more than one month from the date of expiry of the deadline for the performance of the Works hereunder, but not later than the expiry date thereof, the Employer shall have the right to terminate this Agreement unilaterally and charge the Contractor with a penalty (fine, penalty interest) in the amount of 0.1% of the total amount of the Agreement for each day of delay.

In this case the Customer shall pay for the cost of all performed (accepted) Works.

8.5 Payment of forfeit (fine, penalty) shall not release the Parties from fulfilment of obligations specified herein.

8.6. Should any change result in a reduction in the cost or time required by the Contractor to perform the Work hereunder, the Agreement Amount or the schedule for the Work, or both, shall be adjusted accordingly and the Agreement shall be amended accordingly. All requests for adjustment by the Contractor shall be made within thirty (30) days of the Contractor's receipt of a change order from the Customer.

8.7 The Contractor shall not assign its obligations hereunder, either in whole or in part, to anyone else.

8.8. Should the Contractor engage sub-contractors (co-executors), the Contractor shall furnish the Customer with copies of all sub-contracts concluded hereunder. The existence of sub-contractors shall not release the Contractor from material or other liability hereunder.

In the event of involvement of sub-contractors not agreed with the Customer, as well as in case of transferring to the sub-contractor more than thirty per cent of the total volume, the



Customer shall have the right to terminate the Agreement unilaterally, with the attachment of supporting documents.

Limit volumes of works and services transferred by the supplier to sub-contractors (co-executors) for performance of works or rendering of services shall not exceed in aggregate thirty per cent of the total volume of works performed or services rendered.

However, sub-contractors (co-executors) shall not transfer to other sub-contractors (co-executors) the scope of work or services that are the subject of public procurement in progress.

Public associations of persons with disabilities of the Republic of Kazakhstan and organisations established by public associations of persons with disabilities of the Republic of Kazakhstan may not engage sub-contractors to perform works that are the subject of ongoing public procurement 7, 8.

8.9. The Customer shall not return the Agreement performance security, advance payment security (if the Agreement stipulates advance payment), as well as the amount paid by the Contractor under Article 13 of the Law (if any) in case of its cancellation due to the Contractor's failure to fulfil its obligations hereunder.

8.10. The Customer shall return the paid security for the fulfilment thereof, as well as the amount of the security in case of anti-dumping measures (if any) to the Contractor within five working days from the date of full and proper fulfilment of the Contractor's obligations hereunder, as well as in case the Supplier provides a substitute method of securing the fulfilment hereof within the period of validity of the Agreement.

8.11. Delinquency in terms of fulfilment of the Works specified in paragraphs 8.3. and 8.4 . hereof shall also include delay from the Work schedule, failure to meet the deadlines for submission of the Work schedule and other deadlines stipulated by the terms and conditions hereof.

<No. New paragraph> \*

## **9. Term of validity and terms of termination of the Agreement**

9.1. The Agreement shall become effective <after its registration by the Customer in the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and shall be valid till <expiry date> of the year.

9.2 The following events shall entail a change in the duration of the Works in terms of their increase:

1) The Customer prohibits the use of all areas of the Works, which in turn delays the execution of the Works;

2) the Customer instructs the Contractor to stop the Works for tests not scheduled hereunder. In this case, if these tests do not reveal any defects, the time of suspension of the Works shall be added to the period of performance of the Works;

9.3. The Customer or the Contractor may terminate the Agreement prior to the term stipulated herein if the other party commits a material breach of the terms and conditions hereof, which deprives it of the principal terms and conditions stipulated hereunder. A material breach of the terms and conditions hereof shall include, but not be limited to, the following:

1) The Customer may terminate the Agreement if the Contractor repeatedly fails to meet the deadlines for the performance of the Works;

2) The Contractor shall suspend the Works for a period of up to <number of days> days where the suspension has not been authorised by the Customer and where the Contractor has not notified the Customer in writing of the grounds for the suspension and the reasons for the suspension are agreed by the Customer as being beyond the control of the Contractor.

3) The Contractor fails to remedy Defects specified by the Customer within a reasonable period of time determined by the Customer;

4) the Customer instructs the Contractor to delay the progress of the Works and such instruction is not cancelled within <number of days> days;

5) either the Customer or the Contractor goes bankrupt or is liquidated for any reason other than reorganisation or amalgamation;

6) the Contractor neglects the Work rules, instructions and provisions specified in the project documentation and/or agreement documents.

9.4 The Agreement may be cancelled as agreed by the parties, in case of inexpediency of its further performance.

When the Agreement is cancelled due to the above circumstance, the Contractor shall be entitled to claim payment only for the actual costs related to the cancellation hereunder as of the date of cancellation.

9.5. The Agreement may be terminated at any stage if any of the following facts are revealed:

1) in case of the Contractor's refusal to fulfil its obligations hereunder;

2) in case of non-performance or improper performance by the Contractor of its obligations hereunder;

3) in case of involvement by the Contractor of sub-contractors for the execution of works (co-executors for the provision of services), which have not been declared for participation in the tender, as well as in case of transfer of works (services) to the sub-contractor for the execution of works (co-executor for the provision of services) in the volume exceeding the volume established by paragraph 8 of Article 17 of the Law;

4) in case of liquidation or bankruptcy of the Customer or the Contractor being a legal entity, excluding reorganisation, or death of the supplier being a natural person;

5) in case of loss by the Contractor of legal capacity required for fulfilment of its obligations hereunder, death of the Supplier (recognition by a court of law as missing person or declaration of deceased);

6) in case of detection of breach of restrictions envisaged by Article 7 of the Law in relation to the procurement by virtue of which the agreement was concluded;

7) in case of identification of assistance by the Organiser, the Single Organiser to the supplier in the implementation of public procurement, not envisaged by the Law;

8) in the event of inexpediency of further performance of the Agreement with a detailed justification of the reasons for this inexpediency;

9) should the Contractor fail to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms stipulated by the rules of public procurement, excluding the case when the Supplier fulfils its obligations prior to the expiry of the term for payment of the agreement performance security;

10) under a judicial act that has entered into legal force, the execution of which requires the cancellation of the agreement.

9.6. Should the Agreement be terminated, the Contractor shall immediately cease the Works, ensure that the Site is mothballed and hand it over to the Customer in the prescribed manner, in conformity with the laws of the Republic of Kazakhstan.

9.7 All materials and Equipment on the Site, as well as temporary structures and completed construction work, shall be deemed to be the property of the Customer and shall remain at the Customer's disposal until financial proceedings relating to the termination thereof are resolved, if the Agreement is terminated due to a material breach of the Agreement by the Contractor.

## **10. Notification**

10.1. Any notification given by one party to the other party pursuant thereto shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

10.2 A notification shall take effect upon delivery or on the specified effective date (if specified in the notification), whichever is later.

## **11. Force majeure**

11.1. Should force majeure circumstances occur, which include natural disasters, military actions, epidemics, large-scale strikes, entry into force of legislative and governmental acts directly or indirectly prohibiting or preventing the parties from fulfilling their obligations hereunder, they shall be released from liability for failure to fulfil their obligations. In this case the party shall immediately notify in writing of the occurrence of force majeure. Otherwise, the party shall not be entitled to refer to this circumstance.

11.2. The Party that has incurred losses due to the failure of the other Party to fulfil its obligations in case of force majeure has the right to obtain from it documentary evidence of the extent of these events, as well as their impact on its activities, confirmed by competent authorities and organisations.

11.3 Should force majeure occur, the Employer shall notify the Contractor of the suspension thereof. The Contractor shall, as soon as possible after receipt of the notification of suspension, ensure that the Work is suspended.

11.4. Should a force majeure event disrupt the performance thereof, the Employer shall certify the suspension hereof. As soon as possible after receipt of the notification of suspension, the Contractor shall mothball the Site and cease the works. The Employer shall pay the Contractor for the entire scope of work performed up to the date of suspension and for work related to the conservation of the Facility.

## **12. Dispute resolution**

12.1. The Customer and the Contractor shall take all necessary steps to settle, by direct negotiation, all differences or disputes arising between them under or in connection herewith.

12.2. Should the Customer and the Contractor fail to resolve any disagreement or dispute hereunder in the course of negotiations, either Party may demand resolution of the unresolved issue in line with the laws of the Republic of Kazakhstan.

## **13. Countering corruption**

13.1. When performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

13.2. When performing their obligations hereunder, the Parties shall not perform actions qualified by the applicable legislation for the purposes hereof as giving/receiving a bribe, commercial bribery, as well as actions violating the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

13.3. Each of the Parties hereto shall refuse to stimulate in any way the representatives of the other Party, including by providing monetary amounts, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the stimulating Party.

13.4. If a Party suspects that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

13.5. In the written notification, the Party shall refer to facts or present materials that reliably confirm or give reason to believe that a violation of any provisions of these terms and conditions by the counterparty has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable laws and international acts on combating money laundering.

13.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. Herewith, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall provide mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for inspections in order to prevent the risks of the Parties' involvement in corrupt activities.

## 14. Miscellaneous

14.1. Taxes and other obligatory payments to the budget shall be payable under the tax and customs legislation of the Republic of Kazakhstan.

14.2 Any amendments and additions hereto shall be made in the same form as the conclusion hereof.

14.3 Amendments to the concluded Agreement, on condition of unchanged quality and other conditions, which have been the basis for the choice of the Contractor, shall be allowed in the cases envisaged in paragraph 2 of Article 18 of the Law.

14.4. Transfer of obligations of one of the Parties hereunder shall be prohibited excluding legal succession in case of reorganisation.

14.5. The Agreement is drawn up in the Kazakh and Russian languages having equal legal force, concluded via the web portal.

14.6. In the part not regulated hereunder, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

<No. New paragraph> \*

Note:

\* It shall be prohibited for the customer to establish requirements and (or) conditions for the supplier to fulfil obligations not envisaged by the legislation of the Republic of Kazakhstan.

## 15. Details of the Parties

Customer	Sub-Contractor (The recipient of funds, when the supplier enters into an agreement on financing against the assignment of a monetary claim (factoring))
< Customer's full name >	< Supplier's full name >
< Customer's full legal address >	< Supplier's full legal address >
BIN < Customer's BIN >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
BIK (sort code) <to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
IIC < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Name of the bank < to be filled in by the Customer >	Name of the bank <fill in by the Supplier >
Tel.: < Customer's phone number >	Tel.: < Supplier's phone number >
< Customer's position >	< Supplier's position >
< Customer's surname, name, patronymic (if any) >:	< Surname, name, patronymic (if any) of the Supplier >

Note: bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 40  
to the Rules for Public Procurement

## **Standard Agreement on Public Procurement of Works on Development of Design (Design and Estimate) Documentation**

<Identification number>

<Customer region> No. <agreement number> <agreement date>

<full name of the Customer>, hereinafter referred to as “the Customer”, on behalf of whom <Position of the Customer> <First name (if any) of the Customer> acting under <Basis of the Customer>, as the party of the first part, and <full name of the Supplier>, hereinafter referred to as “the Contractor/Performer”, on behalf of whom <Position of the Supplier> <First name (if any) of the Supplier> acts, acting by virtue of <basis of the Supplier>, as the party of the second part, hereinafter jointly referred to as “Parties”, under the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter - the Law) and the results of public procurement by the method of <procurement method> from <date of results> No. <number of results>, have concluded this Agreement on Public Procurement of Works ( hereinafter - the Agreement) and have come to an agreement on the following:

### **1. Notions and definitions**

1.1. The following notions have the following interpretation herein:

1) Designer/Performer means a legal entity acting as a counterparty of the Customer hereunder, as well as a consortium (in cases stipulated by the public procurement rules);

2) Sub-designer means a person or organisation that has a contract and (or) agreement with the Designer/Performer to perform part of the work hereunder;

3) works means all design and survey works, as well as works on performing project expertise, which are needed for the construction of the Project, works envisaged hereunder

with the relevant annexes thereto, as well as all additional works related to the adjustment of design and estimate documentation, which occurred prior to the commencement of implementation or in the course of construction of the Project;

4) facility means a building, structure, site specified by the organiser of public procurement as subject to development of design and estimate documentation and feasibility study and transferred by the Designer to the Customer in the form envisaged hereunder.

<No. new sub-paragraph>

## **2. Scope of the Agreement**

2.1. The Designer/Performer shall undertake to perform the Work(s) in conformity with the terms, requirements and at the prices specified in the appendices hereto (hereinafter referred to as the Work), which are an integral part hereof, and the Customer shall accept the completed Work(s) and pay for it on the terms and conditions hereof subject to the proper fulfilment by the Designer/Performer of its obligations hereunder:

under specificity <Specificity Code> - <Summary of the Scope of the Agreement under specificity 1>;

under specificity - 1.

2.2. The works shall be performed on the Project - <procurement name>, which is located at <site location>.

2.3 The documents listed below and the terms and conditions stipulated therein constitute this Agreement and shall be deemed to form an integral part hereof, as follows:

- 1) this Agreement;
- 2) list of lots and conditions of work performance (Annex 1);
- 3) consortium agreement (in case of conclusion thereof with consortium);
- 4) design task approved by the Customer.

## **3. Agreement amount and terms of payment**

3.1. The total amount hereof shall be fixed in Annex 1 hereto and shall be <agreement amount> (<sum in words>) Tenge and shall include all costs related to the performance of the Work(s), as well as all taxes and fees envisaged by the legislation of the Republic of Kazakhstan, <including VAT <sum of VAT> Tenge> /without VAT> (hereinafter referred to as the Agreement amount).

3.2. In the territorial treasury body the Agreement shall be registered for <\_\_\_\_> year by budget programme, sub-programme, specificity - () tenge, tenge / 1.

3.3 Upon entry into force of the Agreement, the Customer shall make an advance payment in the amount as per Annex 1 after the Supplier has paid the Agreement performance security, advance payment security 2.

The remaining amount shall be paid by the Customer by transfer of funds to the settlement account of the Designer/Performer not later than 30 (thirty) calendar days from the date of signing by the Parties of the Act of Completion, considering the proportional deduction of the previously paid advance payment 2.

Payment for the completed Works shall be made by the Customer by transferring money to the settlement account of the Designer/Performer not later than 30 (thirty) calendar days from the date of signing by the Parties of the Certificate of Completed Works 3.

3.4. The scope of work to be performed shall be agreed in Annex 1 hereto.

3.5 Required documents preceding the payment:

1) <registered in the territorial treasury body/signed> Agreement;

2) Act(s) of the Completed Works;

3) a report on intra-country value in works and services, in the form as per Annex 53 to the Rules for Public Procurement;

4) an electronic invoice with a description, indication of the total amount of work performed, submitted by the Designer/Performer to the Customer.

#### **4. Obligations of the Parties**

4.1. The Designer/Performer shall undertake:

1) to ensure full and proper fulfilment of the undertaken obligations hereunder;

2) within ten working days from the date of entry into force hereof, to deposit the amount of security for the Agreement in the amount of three per cent of the total amount of the Agreement equal to <amount> tenge and the amount of advance payment envisaged for the subjects of the Agreement as per Annex 1 hereto equal to <amount> tenge<sup>4</sup>, <as well as the amount in compliance with Article 13 of the Law equal to <amount> tenge<sup>5</sup>, which in total amounts to <sum of security> (<amount of security in words>) tenge as follows:

the money in the potential vendor's e-wallet;

or: a bank guarantee furnished in the form of an electronic document in line with Annex 44 to the Rules for Public Procurement;

or: of the Supplier's civil liability insurance agreement in the form of an electronic document in the standard form as per Annex 45 to the Rules for Public Procurement.

Herewith, the Agreement Performance Security may be withheld by the Designer/Performer in case of full and proper fulfilment of the obligations hereunder prior to the expiry of the term for payment of the Agreement Performance Security;

3) in fulfilment of its obligations hereunder, ensure compliance of the work performed with the requirements specified in the annexes hereto, which are an integral part hereof;

4) specify in the design and estimate documentation, feasibility study for the use of construction materials, equipment, products and structures included in the database of goods, works, services and their suppliers (if any), formed in compliance with order No. 286 of the Acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan



of May 26, 2022 “On Approval of the Rules of Formation and Maintenance of the Database of Goods, Works, Services and Their Suppliers” (recorded in the Register of the State Registration of Normative Products, Works, and Services);

5) without the prior written consent of the Customer, not to disclose the contents of technical documentation submitted by or on behalf of the Customer by other persons, excluding those personnel engaged by the Designer/Performer to fulfil the terms hereof. The said information shall be made available to such personnel confidentially and to the extent needed for the fulfilment of the obligations;

6) without the prior written consent of the Customer, not to use any of the above documents and information unless for the purpose of the fulfilment hereof;

7) upon the Customer's first request submit information on the progress of fulfilment of obligations hereunder;

8) to compensate the Customer in full the losses caused to it, caused by improper fulfilment of the terms and conditions hereof by the Designer/Performer and/or other unlawful actions;

9) to draw up and send to the Customer via the web-portal an electronically digitally signed certificate of the completed works, as well as a report on the in-country value of the works in the form as per Annex 53 to the Rules for Public Procurement;

10) upon approval by the Customer of the certificate of work performed, to issue an invoice in electronic form via the electronic invoice information system in line with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

11) to sign a standard agreement on the transfer of rights to use the construction project (feasibility studies, standard projects and design (design-budget) documentation), including property (exclusive) rights, in compliance with order No. 705 of the Minister of National Economy of the Republic of Kazakhstan of November 19, 2015 “On Approval of the Rules of Formation and Maintenance of the State Bank of Construction Projects, as well as Provision of Feasibility Studies, Standard Projects and Design (Design-Budget) Documentation” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 12422), within five working days after the issuance of a favourable conclusion of a comprehensive non-departmental expert review

4.2. The Designer/Performer shall be entitled to:

1) demand from the Customer payment for the Works performed hereunder;

2) fulfil the Works specified in Annex 1 hereto ahead of schedule, having agreed with the Customer in advance on the terms of fulfilment.

4.3. The Customer shall:

1) grant access to the experts of the Designer/Performer to perform the Works;

2) submit to the Designer/Performer the relevant initial data (if any) established in conformity with the legislation of the Republic of Kazakhstan on architectural, town-planning and construction activities;

3) immediately notify the Designer/Performer in writing if any discrepancies in the Works are identified;

4) upon acceptance of the Works, to approve via the web-portal the Act of Completed Works or to refuse to accept the Works with specification of reasoned grounds for its non-acceptance within the terms established by paragraph 595 of the Rules for Public Procurement;

5) after approval of the Act of Completion, accept the invoice issued by the Supplier in electronic form via electronic invoice information system in compliance with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

6) произвести оплату в порядке и сроки, установленные настоящим Договором.

4.4. The Customer shall be entitled to:

1) to inspect the quality of the performed Works;

2) in case of early performance of the Works, the Customer may accept the Works ahead of time and pay for it in compliance with the terms and conditions hereof. Refusal in early execution of the Works shall be allowed in cases when there is no possibility to accept it.

## **5. Procedure for delivery and acceptance of works**

5.1. Should the Designer fulfil its obligations in breach of the requirements of the agreement documents, or should the Designer be unable to complete the work, by written instruction the Customer may order the Designer to stop the work in whole or in part until the reasons for the stoppage have been removed.

5.2 Prior to submitting the design and estimate documentation for comprehensive non-departmental expert review, the Designer shall send the design and estimate documentation to the Customer by cover letter for review, which shall be accompanied by a certificate of acceptance and transfer of the design and estimate documentation for examination.

5.3. The Customer shall examine the design and estimate documentation within 10 (ten) calendar days from the date of receipt of the design and estimate documentation for:

1) availability of the conclusion of relevant expertise, approvals, technical conditions;

2) availability of the required approvals of the design and estimate documentation by the competent (authorised) public authorities;

3) compliance with the requirements of the terms of reference, norms and standards of the Republic of Kazakhstan, following the recommendations of the Technical and Scientific-Technical Councils.

5.4. Upon review of the design and estimate documentation, the Customer:

1) if there are any comments to the design and estimate documentation and/or lack of the required approvals and/or lack of conclusion of the relevant expertise - return the design and estimate documentation to the Designer in writing for revision, specifying the comments and terms of their elimination;

2) if the Customer has no comments to the design and estimate documentation, the latter shall be sent by the Customer for comprehensive off-site expertise with the conclusion of the relevant agreement.

5.5 After receipt of a positive conclusion of the complex non-departmental expertise the Customer shall accept the design and estimate documentation in hard copies of not less than 4 (four) copies, and in 2 (two) copies in electronic format by signing the acceptance certificate of the design and estimate documentation supplied by the Designer and then the certificate of the executed Works.

5.6. By signing the Act of Acceptance of Design and Estimate Documents, the Designer shall confirm the transfer of all non-property rights in favour of the Customer.

5.7 The Work shall be deemed to be completed when the Supplier has fully delivered the Works to the Customer in full compliance with the above requirements hereunder.

5.8. The Designer/Performer shall furnish the Customer with the following documents when accepting/ handing over the completed works:

1) if the works are performed with materials and equipment of Kazakhstani origin, the original or a copy of the established sample, or a copy certified by an authorised organisation, or an electronic form of the Certificate of Origin 'ST-KZ' issued in conformity with the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, the Issuance of a Certificate of Origin of Goods and the Cancellation of its Validity, the Establishment of the Forms of the Certificate of Origin of Goods, approved by order No. 454-NK of the Minister of Trade and Integration of the Republic of Kazakhstan of July 13, 2021, (recorded in the Register of State Registration of Regulatory Legal Acts under No. 23514) (hereinafter - the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance of a Certificate of Origin and Cancellation of its Validity);

2) if the works are performed using materials and equipment of foreign origin - the original or a copy of the relevant Certificate of Origin of the Goods issued by the competent authority (organisation) of the country of import in line with the requirements of existing (ratified) international agreements (treaties) and (or) rules for determining the country of origin established unilaterally by the country (union) of export of goods.

The requirements of this paragraph shall apply only to public procurement agreements, the cost thereof exceeding one thousand times the monthly estimate established for the relevant financial year by the law on the republican budget.

5.9 The designer shall be responsible for the quality of the design and estimate documentation and shall accompany the project for the time of the comprehensive non-departmental expertise up to the receipt of its favourable conclusion.

<No. New paragraph> \*

## **6. Warranties. Quality**

6.1. The Designer shall warrant the quality of the Works for a period of 3 (three) years from the date of receipt by the Customer of the positive conclusion of the comprehensive non-departmental expert examination.

6.2. The Designer shall ensure that the Works are performed in conformity with the Design Assignment (architectural and planning assignment, technical specifications) approved by the Customer and in line with the requirements of the international standard of the system of design and estimate documentation for construction, unified system of design documentation and construction norms of the Republic of Kazakhstan.

6.3 The Designer shall be liable for defects in the Works discovered within the warranty period.

<No. New paragraph> \*

## **7. Liability of the Parties**

7.1. Should the Parties fail to fulfil or improperly fulfil their obligations hereunder, all disputes and disagreements shall be resolved in compliance with the current legislation of the Republic of Kazakhstan.

7.2. Save in cases of sequestration and/or insufficiency of money in the cash control account of the respective budgets/settlement account of a state-owned enterprise, legal entity, fifty per cent or more of the voting shares of which are owned by the state, if the Customer fails to pay the funds due to the Designer/Performer within the time specified herein, the Customer shall pay to the Designer/Performer a forfeit (penalty) on delayed payments in the amount of 0.1 per cent (zero point one) of the amount due for each day of delay. The total amount of the penalty shall not exceed 10% of the total Agreement Amount.

7.3. Should the deadline for performance of the Works be missed, the Customer shall withhold (recover) from the Designer/Performer a penalty (fine, penalty) in the amount of 0.1 % of the total amount hereof for each day of delay in case of complete non-performance of the obligations by the Designer/ Performer, or shall withhold (recover) a penalty (fine, penalty) in the amount of 0.1 % of the amount of non-performed obligations for each day of delay in case of improper performance (partial non-performance) of the obligations.

7.4. Should the Designer/Performer refuse to perform the Works, or should the Works be delayed for a period of more than one month from the date of expiry of the deadline for performance of the Works hereunder, but not later than the expiry date thereof, the Customer shall be entitled to terminate this Agreement unilaterally with the penalty (fine, penalty) amounting to 0.1% of the total amount hereunder for each day of delay.

In this case the Customer shall pay for the cost of all executed (accepted) Works.

7.5. Payment of a forfeit (fine, penalty) shall not release the Parties from fulfilment of obligations specified herein.

7.6. If any change results in a reduction in the cost or time required by the Designer/ Performer to perform the Work hereunder, the Agreement Amount or the Work schedule, or

both, shall be adjusted accordingly and the Agreement shall be amended accordingly. All requests for adjustment by the Designer/Performer shall be made within thirty (30) days of receipt by the Designer/Performer of a change order from the Customer.

7.7. The Designer/Performer shall not transfer its obligations hereunder, in whole or in part, to anyone save for succession in the event of reorganisation.

7.8. In the case of sub-contractors (co-executors), the Designer/Performer shall furnish the Customer with copies of all sub-project agreements entered into hereunder. The existence of subcontractors shall not relieve the Designer/Performer of material or other liability hereunder

Limits on the scope of work that may be transferred to sub-designers for the performance of work shall not exceed thirty per cent of the work to be performed in the aggregate.

However, sub-designers shall not transfer to other sub-designers the scope of work being the subject of ongoing public procurements.

Public associations of persons with disabilities of the Republic of Kazakhstan and organisations established by public associations of persons with disabilities of the Republic of Kazakhstan shall be prohibited from engaging sub-contractors to perform work that is the subject of ongoing public procurement<sup>7, 8</sup>.

7.9. The Customer shall not return the Agreement Performance Security, advance payment security (if the Agreement envisages advance payment), as well as the amount paid by the Designer/Performer in conformity with Article 13 of the Law (if any) in case of its cancellation due to failure of the Designer/Performer to fulfil its obligations hereunder.

7.10. The Customer shall return the paid security for the Agreement performance, as well as the amount of the security in case of anti-dumping measures (if any) to the Designer/Performer within five working days from the day of full and proper fulfilment by the Designer/Performer of its obligations hereunder, as well as in case of provision by the Supplier/Performer of a substitute method of securing the performance of the Public Procurement Agreement within the period of validity hereof.

<No. New paragraph> \*

## **8. Term of validity and terms of termination of the Agreement**

8.1. The Agreement shall take effect <after its registration by the Customer with the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and shall be valid till <expiry date> of the year.

8.1.1 The period of commencement of work performance starts from the moment the Customer provides the Designer/Performer with the relevant initial data (if any) established in compliance with the legislation of the Republic of Kazakhstan on architectural, town-planning and construction activities.

8.2. The following events shall result in an increase in the duration of the Works:

1) the Customer prohibits the use of all areas of the Site, which in turn causes a delay in the execution of the Works;

2) the Customer instructs the Designer/Performer to stop the Works to perform tests not scheduled hereunder. However, if such tests do not reveal any defects, the time for stopping the Works shall be added to the time limit for the execution of the Works;

3) The Customer delays submission of the Design Assignment with initial data for works on development of feasibility study and development of design and estimate (standard design and estimate) documentation.

8.3. The Customer or the Designer/Performer may terminate the Agreement prior to the term specified herein if the other party commits a material breach of the terms and conditions hereof, which deprives it of the principal terms and conditions stipulated herein. A material breach of the terms hereof shall comprise, but not be limited to, the following:

1) The Customer may terminate the Agreement if the Designer/Performer repeatedly fails to meet the deadlines for the performance of the Works;

2) The Designer/Performer suspends the Works for a period of up to <number of days> days and the suspension has not been authorised by the Contractor;

3) the Designer/Performer fails to remedy Defects specified by the Contractor within a reasonable period of time specified by the Contractor;

4) the Contractor instructs the Designer/Performer to delay the progress of the Works and such instruction is not cancelled within <number of days> days;

5) either the Customer or the Designer/Performer goes bankrupt or is liquidated for any reason, excluding its reorganisation or amalgamation;

6) the Designer/Performer neglects to comply with the Work rules, instructions and regulations stated in the specification.

8.4. The Agreement may be cancelled by agreement of the Parties in case of impracticability of its further performance.

When the Agreement is cancelled due to the above mentioned circumstance, the Designer/Performer shall be entitled to claim payment only for the actual costs related to the cancellation hereunder as of the date of cancellation.

8.5. The Agreement may be terminated at any stage if any of the following facts are identified:

1) in case of refusal of the Designer/Performer to fulfil its obligations hereunder;

2) in case of non-fulfilment or improper fulfilment by the Designer/Performer of its obligations hereunder;

3) in the event of engagement by the Designer/Performer of sub-contractors for the performance of works (co-executors for the provision of services) not declared for participation in the tender, as well as the transfer of works (services) to the sub-contractor for the performance of works (co-executor for the provision of services) in the volume exceeding the volume established by paragraph 8 of Article 17 of the Law;

4) in case of liquidation or bankruptcy of the Customer or the Designer/Performer being a legal entity, excluding reorganisation, or death of the Supplier being a natural person;

5) in case of loss by the Designer/Performer of the legal capacity needed to fulfil its obligations hereunder, death of the Designer/Performer (recognition by the court as missing or declared dead);

6) upon detection of violation of restrictions provided for by Article 7 of this Law in relation to the procurement on the basis of which the Agreement has been concluded;

7) in case of detection of provision by the organiser, single organiser of assistance to the Designer/Performer in the implementation of public procurement not provided for herein;

8) in the event of inexpediency of further fulfilment thereof with a detailed justification of the reasons for such inexpediency;

9) in the event of the Supplier's failure to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms prescribed by the rules of public procurement, excluding the case when the Designer/Performer fulfils its obligations prior to the expiry of the term for payment of the agreement performance security;

10) by a judicial act that has entered into legal force, the execution of which requires the cancellation hereof.

8.6. If the Agreement is terminated, the Designer/Performer shall immediately cease the Works, ensure the conservation of the Works and hand them over to the Customer in due course.

## **9. Notification**

9.1. Any notification to be given by one party to the other party pursuant thereto shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

9.2. The notification shall take effect upon delivery or on the specified effective date (if indicated in the notification), whichever is later.

## **10. Force majeure**

10.1. Should force majeure circumstances occur, which include natural disasters, military actions, epidemics, large-scale strikes, entry into force of legislative and governmental acts directly or indirectly prohibiting or preventing the parties from fulfilling their obligations hereunder, they shall be released from liability for failure to fulfil their obligations. In this case the party shall immediately notify in writing of the occurrence of force majeure. Otherwise, the party shall not be entitled to refer to this circumstance.

10.2. The Party that has incurred losses due to the failure of the other Party to fulfil its obligations in case of force majeure shall have the right to obtain from it documentary evidence of the extent of these events, as well as their impact on its activities, confirmed by competent authorities and organisations.

10.3 In the event of force majeure, the Customer shall notify the suspension hereof. The Designer/Performer shall, as soon as practicable after receipt of the notification of suspension, ensure that the Works are suspended.

10.4. Should a force majeure event disrupt the fulfilment thereof, the Customer shall certify the suspension thereof. The Designer/Performer shall, as soon as practicable after receipt of the notification of suspension, mothball the Project and stop work. The Customer shall pay the Designer for the entire scope of work performed up to the date of suspension and for work related to the conservation of the Facility.

## **11. Dispute resolution**

11.1. The Customer and the Designer/Performer shall use their best endeavours to resolve by direct negotiation all differences or disputes arising between them under or in connection therewith.

11.2 If, after such negotiations, the Customer and the Designer/Performer are unable to resolve a dispute hereunder, either party may seek resolution of the matter in compliance with the laws of the Republic of Kazakhstan.

## **12. Countering corruption**

12.1. While performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person to influence the actions or decisions of such person for the purpose of obtaining any undue advantage or other improper purpose.

12.2. When performing their obligations hereunder, the Parties shall not perform actions qualified by the applicable legislation for the purposes hereof as giving/receiving a bribe, commercial bribery, as well as actions violating the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

12.3. Each of the Parties hereto shall refuse to stimulate in any way the representatives of the other Party, including by providing monetary amounts, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the Party stimulating him/her.

12.4. Should a Party suspect that a breach of any anti-corruption terms and conditions has occurred or may occur, the respective Party shall notify the other Party in writing.

12.5 In the written notice, the Party shall refer to the facts or present materials that reliably confirm or give grounds to assume that a breach of any provisions of these terms and conditions by the counterparty has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable laws and international anti-money laundering acts.



12.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. In this regard, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall render mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for conducting audits to prevent risks of the Parties' involvement in corrupt activities.

### 13. Miscellaneous

13.1. Taxes and other obligatory payments to the budget shall be payable in compliance with the tax and customs legislation of the Republic of Kazakhstan.

13.2 Any amendments and additions hereto shall be made in the same form as the conclusion thereof.

13.3 Amendments hereto, provided that the quality and other conditions, which have been the ground for the selection of the Designer/Executor, remain unchanged, shall be allowed in the cases envisaged in Article 18.2 of the Law.

13.4. Transfer of obligations of one of the Parties hereunder shall be prohibited excluding legal succession in case of reorganisation.

13.5 The Agreement is made in the Kazakh and Russian languages having equal legal force, concluded via web-portal.

13.6. In the part not regulated hereunder, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

<No. New paragraph> \*

Note: \* It shall be prohibited for the Customer to establish requirements and (or) conditions for the Supplier to fulfil obligations not envisaged by the legislation of the Republic of Kazakhstan.

### 14. Details of the Parties

Customer	Contractor
< Customer's full name >	(The recipient of funds, when the supplier enters into an agreement on financing against assignment of a monetary claim (factoring)
< Full legal address of the Customer>	< Supplier's full name >
BIN < Customer's BIN >	< Supplier's full legal address >
BIK (sort code) <to be filled in by the Customer >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
IIC < to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
Name of the bank < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Tel: < Customer's phone number >	Name of the bank <fill in by the Supplier >
< Customer's position >	Tel.: < Supplier's phone number >
< Surname, name, patronymic (if any) of the Customer >	< Supplier's position >
>:	< Surname, name, patronymic (if any) of the Supplier >

Note: bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 41  
to the Rules for Public Procurement

## **Standard Agreement on Public Procurement of Non-Construction Works**

<Identification number>

<Customer region> No. <agreement number> <agreement date>

<full name of the Customer>, hereinafter referred to as the “Customer”, on behalf of whom <Position of the Customer> <First name (if any) of the Customer> acting under <Basis of the Customer>, as the party of the first part, and <full name of the Supplier>, hereinafter referred to as the “Contractor/Performer”, on behalf of which acts <position of the Supplier> <First name (if any) of the Supplier>, acting on the grounds of <basis of the Supplier>, as the party of the second part, hereinafter jointly referred to as “the Parties”, under the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter - the Law) and the results of public procurement by the method of <procurement method> dated <date of results>.

№ <number of results>, have concluded this Agreement on Public Procurement of Works (hereinafter referred to as the Agreement) and have come to an agreement on the following:

### **1. Notions and definitions**

1.1. The following terms have the following interpretation herein:

1) Contractor/Performer means a legal entity acting as a counterparty of the Customer in the Agreement concluded with it, as well as a consortium (in cases envisaged by the rules of public procurement);

2) Sub-contractor

means a person or organisation having a contract and (or) agreement with the Contractor/Performer to perform part of the work hereunder;

3) facility means a building or structure designated by the organiser of public procurement as required for the performance of works and handed over by the Contractor to the Employer in the form envisaged therein;

5) site means the territory allocated for the performance of works of the Facility or the production of works;

6) temporary structures means all temporary buildings and structures required for the performance of works of the Facility, which are erected, installed and removed by the Contractor after the completion of works of the Facility.

<No. New paragraph>

## **2. Scope of the Agreement**

2.1. The Contractor/Performer shall undertake to perform the Work(s) in conformity with the terms, requirements and at the prices specified in the annexes hereto (hereinafter referred to as the Work), which are an integral part hereof, and the Customer shall accept the Work(s) performed and pay for it on the terms and conditions hereof, subject to proper fulfilment by the Contractor/Performer of its obligations hereunder:

by specificity <Specificity code> - <Brief description of the scope of the Agreement by specificity 1>;

by specificity - 1.

2.2. The work shall be performed on the Project - <Procurement Name>, which is located <Site Location>.

2.3. The documents listed below and the terms and conditions stipulated therein constitute this Agreement and shall be deemed to form an integral part thereof, namely:

- 1) this Agreement;
- 2) list of lots and conditions of work performance (Annex 1);
- 3) technical specification (Annex 2);
- 4) consortium agreement (in case of conclusion of the Agreement with consortium).

## **3. Agreement amount and terms of payment**

3.1. The total amount hereof shall be specified in Annex 1 hereto and shall be <agreement amount> (<amount in words>) KZT and shall include all costs related to the performance of the Work(s), as well as all taxes and fees envisaged by the legislation of the Republic of Kazakhstan, <including VAT <amount of VAT> KZT> /without VAT> (hereinafter referred to as the Agreement amount).

3.2. The Agreement must be registered in the territorial treasury body for <\_\_\_\_> year for budget programme <Code and Name of Programme>, sub-programme <Code and Name of

Sub-Programme>, specificity <code and name of specificity> - <specificity amount> (<specificity amount in words>) KZT, <including VAT> <VAT amount> KZT / <excluding VAT>1.

3.3. Upon entry into force hereof, the Employer shall make an advance payment in the amount as per Annex 1 after payment by the Supplier of the Agreement performance security, advance payment security and (or) the amount under Article 13 of the Law.

The remaining amount shall be paid by the Customer by transfer of funds to the Contractor's/Performer's settlement account not later than 30 (thirty) calendar days from the date of signing by the Parties of the Act of Completed Works, with account of proportional retention of the previously paid advance payment.

Payment for the completed Works shall be made by the Customer by transfer of funds to the settlement account of the Contractor/Performer not later than 30 (thirty) calendar days from the date of signing by the Parties of the Act of Completed Works.

3.5. Documents required prior to payment:

- 1) <registered in the territorial treasury body/signed> Agreement;
- 2) act(s) of workperformed;
- 3) report on in-country value in works and services, in the form as per Annex 53 to the Rules for Public Procurement;
- 4) an electronic invoice with a description, specifying the total amount of work performed , submitted by the Contractor/ Performer to the Customer.

#### **4. Obligations of the Parties**

4.1. The Contractor/Performer shall:

- 1) ensure full and proper fulfilment of its obligations hereunder;
- 2) within ten working days from the date of entry into force hereof, to deposit the amount of security for the performance hereof in the amount of three per cent of the total amount hereof equal to <amount> tenge and the amount of advance payment envisaged for the subjects hereof pursuant to Annex 1 hereto equal to <amount> tenge 4, <as well as the amount in conformity with Article 13 of the Law equal to <amount> tenge>5, which in total amounts to <amount of security> (<amount of security in words>) tenge in the form of:

money in the electronic wallet of the potential supplier;

or: bank guarantee presented in the form of an electronic document in compliance with Annex 44 to the Rules for Public Procurement;

or: agreements of insurance of civil liability of the supplier in the form of an electronic document in the standard form in compliance with Annex 45 to the Rules for Public Procurement.

Herewith, the Contractor/Performer may not deposit the Agreement performance security in case of full and proper fulfilment of its obligations hereunder prior to the expiry of the term for deposit hereof;

3) in fulfilment of its obligations hereunder ensure compliance of the work performed with the requirements specified in the annexes hereto, which are an integral part hereof;

4) not disclose, without the prior written consent of the Customer, the contents of technical documentation furnished by or on behalf of the Customer by other persons, excluding those personnel engaged by the Contractor/Performer to fulfil the terms hereof. The said information shall be made available to such personnel confidentially and to the extent required for the fulfilment of the obligations;

5) without the prior written consent of the Customer, not to use any of the above documents and information except for the purpose of fulfilment hereof;

6) at the first request of the Customer to inform on the progress of fulfilment of obligations hereunder;

7) to compensate the Customer in full the losses caused to it, caused by improper fulfilment by the Contractor/Performer of the Agreement conditions and/or other unlawful actions;

8) to draw up and send to the Customer by means of the web-portal an electronically digitally signed certificate of the completed works, as well as a report on the in-country value of the works in the form according to Annex 53 to the Rules for Public Procurement;

9) after the Customer approves the Act of Completion, issue an invoice in electronic form via the electronic invoice information system in compliance with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System.

4.2 The Contractor/Performer shall be entitled to:

1) demand payment from the Customer for the Work performed hereunder;

2) to perform the Works specified in Annex 1 hereto ahead of schedule, having agreed with the Customer in advance on the time of performance.

4.3 The Customer shall:

1) ensure access of the Contractor's/Performer's experts to perform the Works;

2) upon revealing discrepancies of the performed Works, immediately notify the Contractor/Performer in writing;

3) upon acceptance of the Works, approve via the web-portal an act of the completed works or refuse to accept the works with indication of reasoned grounds for non-acceptance within the terms established by paragraph 595 of the Rules for Public Procurement;

4) upon approval of the Act of Completion of the Works accept the invoice issued by the Supplier in electronic form via the electronic invoice information system in conformity with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System;

5) make the payment in the order and terms envisaged hereunder.

4.4. The Customer shall have the right to:

1) to examine the quality of the performed Works;

2) in case of early performance of the Works, the Customer may accept the Works ahead of time and pay for it in conformity with the Agreement conditions. Refusal in early execution of the Works shall be allowed in cases when there is no possibility to accept it.

## **5. Inspection of the Works for compliance with the technical specification and (or) design and estimate documentation**

5.1. The Customer or its representatives may monitor and inspect the completed works for compliance with the requirements specified in the technical specification and (or) design and estimate documentation (Annex 2 hereto). However, all costs of these inspections shall be borne by the Contractor/Performer. The Customer shall notify the Contractor/Performer in writing in due time of its representatives designated for this purpose.

5.2. The work performed hereunder shall meet or be above the standards specified in the technical specification and (or) design and estimate documentation.

5.3. Should the results of the Works performed in the course of inspection be found to be non-compliant with the requirements of the technical specification and (or) design and estimate documentation (Annex 2 hereto), the Contractor/Performer shall take measures to eliminate the non-compliance with the requirements of the technical specification and (or) design and estimate documentation, without any additional costs on the part of the Customer, within <period of elimination of non-compliance> from the date of inspection.

5.4. In inspecting the Works for conformity with the technical specification and/or design and construction documents, the Employer's inspectors shall be furnished with all necessary facilities and assistance, including access to drawings and production information, at no additional cost to the Customer.

5.5 None of the above paragraphs shall relieve the Contractor/Performer of any other obligations hereunder.

<No. New paragraph> \*

## **6. Procedure for delivery and acceptance of works**

6.1. The Work shall be deemed to be completed when the Supplier has fully delivered the Work to the Customer in exact conformity with the requirements specified in the appendices hereto.

6.2. The Contractor/Performer shall furnish the Customer with the following documents upon acceptance/commissioning of the completed works:

1) should the work be performed with materials and equipment of Kazakhstan origin, the original or a copy of the established sample, or a copy certified by an authorised organisation, or an electronic copy of the Certificate of Origin of Goods 'ST-KZ', issued in compliance with the established procedure in line with the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuing a

Certificate of Origin of Goods and Cancellation of its Validity, Establishing the Forms of the Certificate of Origin of Goods, approved by order No. 454-NK of the Minister of Trade and Integration of the Republic of Kazakhstan of July 13, 2021 (recorded in the Register of State Registration of Regulatory Legal Acts under No. 23514) (hereinafter - the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, Issuance of a Certificate of Origin and Cancellation of its Validity);

2) if the works are performed with materials and equipment of foreign origin - the original or a copy of the relevant Certificate of Origin of the Goods issued by the competent authority (organisation) of the country of import in compliance with the requirements of existing (ratified) international agreements (treaties) and (or) rules for identifying the country of origin established unilaterally by the country (union) of export of goods.

The requirements of this paragraph shall apply only to agreements for public procurement, the value thereof exceeding one thousand times the monthly calculation index established for the relevant financial year by the law on the republican budget.

## **7. Warranties. Quality**

7.1. The Contractor/Performer shall warrant to the Customer that the results of work hereunder will comply with the technical specifications, that the Works will be performed without defects reducing their quality to a level that does not meet the requirements of the technical specification. Works that do not meet these requirements, including those containing insufficiently justified and unauthorised changes shall be deemed defective.

The warranty granted by the Contractor/Performer shall not include compensation for damage or correction of Defects due to violation of the rules of operation, modifications implemented not by the Performer ('sub-contractor'), improper maintenance or insufficient maintenance, as well as due to permissible wear and tear or deterioration of the equipment (if any) during its normal operation. At the Customer's request, the Contractor shall furnish the documents certifying the compliance of the quality of the work results with the technical specifications.

7.2. The Contractor/Performer shall grant a guarantee to the Customer for the operation for a period of <term of guarantee>.

7.3 The Contractor/Performer shall protect the completed Works and all materials, equipment, resources and other items associated with the Works (if any) from all kinds of damage, injury, destruction due to climatic precipitation, flood, frost, fire, theft and other causes.

When performing its works, the Contractor/Performer shall protect other works on the project and property belonging to the Employer from any kind of damage or other causes, including (but not limited to) roads, buildings, material stores and other movable and immovable property. All costs incurred by the Contractor/Performer due to the foregoing shall not be further reimbursed by the Performer.

<No. New paragraph> \*

## **8. Liability of the Parties**

8.1. Should the Parties fail to fulfil or improperly fulfil their obligations hereunder, all disputes and disagreements shall be resolved in compliance with the current legislation of the Republic of Kazakhstan.

8.2. Unless there is a sequestration and/or insufficient money in the cash control account of the respective budgets/settlement account of a state enterprise, legal entity, fifty per cent or more of the voting shares thereof are owned by the state, if the Customer fails to pay the Contractor/Performer the funds due to it within the terms specified herein, the Customer shall pay to the Contractor/Performer a forfeit (penalty) on delayed payments in the amount of 0.1% (zero point one) of the amount due for each day of delay. However, the total amount of forfeit (penalty) shall not exceed 10% of the total amount hereof.

8.3. Should the deadline for performance of the Works be missed, the Customer shall withhold (charge) from the Contractor/Performer a penalty (fine, penalty) in the amount of 0.1 % of the total Agreement amount for each day of delay in case of complete non-performance of obligations by the Contractor/Performer or shall withhold (charge) a penalty (fine, penalty) in the amount of 0.1 % of the amount of unperformed obligations for each day of delay in case of improper performance (partial non-performance) of obligations. Moreover, the total amount of forfeit (fine, penalty) shall not exceed 15 % of the total amount hereof.

8.4. Should the Contractor/Performer refuse to perform the Works, or delay in performance of the Works for a period of more than one month from the date of expiry of the deadline for performance of the Works hereunder, but not later than the expiry date hereof, the Customer shall be entitled to terminate this Agreement unilaterally with recovery from the Contractor/Performer of a penalty (fine, penalty) in the amount of 0.1% of the total amount hereof for each day of delay.

In this case the Customer shall pay for the cost of all performed (accepted) Works.

8.5. Payment of penalties (fine, fine) shall not release the Parties from fulfilment of obligations hereunder.

8.6. Should any change result in a reduction in the cost or time required by the Contractor/Performer to perform the Work hereunder, the Agreement amount or the Work schedule, or both, shall be adjusted accordingly and the Agreement shall be amended accordingly. All requests for adjustment by the Contractor/Performer shall be made within thirty (30) days of receipt by the Contractor/Performer of a change order from the Employer.

8.7. The Contractor/Performer shall not transfer its obligations hereunder either in whole or in part to anyone else.

8.8. Should the Contractor/Performer engage sub-contractors (co-executors), the Contractor/Performer shall furnish the Employer with copies of all sub-contracts concluded



hereunder. The existence of sub-contractors shall not relieve the Contractor/Performer from material or other liability hereunder.

The maximum scope of work that may be transferred to sub-contractors for the performance of work shall not exceed thirty per cent of the total scope of work to be performed.

However, sub-contractors may not transfer to other sub-contractors the scope of work that is the subject of ongoing public procurements.

Public associations of persons with disabilities of the Republic of Kazakhstan and organisations established by public associations of persons with disabilities of the Republic of Kazakhstan shall be prohibited from engaging sub-contractors to perform work that is the subject of public procurement 7, 8.

8.9. The Customer shall not return the agreement performance security, advance payment security (if the agreement envisages advance payment), as well as the amount paid by the Contractor/Performer in line with Article 13 of the Law (if any) in case of its cancellation (expiry of the agreement) due to the Contractor/Performer's failure to fulfil its obligations hereunder.

8.10. The Customer shall return the paid security for the Agreement performance, as well as the amount of the security in case of anti-dumping measures (if any) to the Designer/Performer within five working days from the day of full and proper fulfilment by the Designer/Performer of its obligations hereunder, as well as in case of providing by the Supplier/Performer a substitute method of securing the execution of the Public Procurement Agreement within the period of validity hereof.

<No. New paragraph> \*

## **9. Term of validity and terms of termination of the Agreement**

9.1. The Agreement shall come into force <after its registration by the Customer in the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and shall be valid till <expiry date> of the year.

9.2 The following events shall entail a change in the duration of the Works in terms of their increase:

1) the Customer prohibits the use of all areas of the Works, which in turn delays the execution of the Works;

2) the Customer instructs the Contractor/Performer to stop the Works to undertake tests not planned herein. In this case, if these tests do not reveal any defects, the time of stoppage of the Works shall be added to the time limit for the performance of the Works.

9.3. The Customer or the Contractor/Performer may terminate the Agreement prior to the term specified herein if the other party commits a material breach of the terms and conditions

hereof, which deprives it of the principal terms and conditions stipulated hereunder. A material breach of the Agreement terms and conditions shall include, but not be limited to, the following:

- 1) The Customer may terminate the Agreement if the Contractor/Performer repeatedly fails to meet the deadlines for the execution of the Works;
- 2) the Contractor/Performer suspends the Works for a period of up to <number of days> days without the Customer's authorisation;
- 3) the Contractor/Performer fails to remedy Defects specified by the Employer within a reasonable period of time determined by the Customer;
- 4) the Customer instructs the Contractor/Performer to delay the progress of the Works and such instruction is not cancelled within <number of days> days;
- 5) either the Customer or the Contractor/Performer goes bankrupt or is liquidated for any reason other than reorganisation or amalgamation;
- 6) the Contractor/performer neglects the rules of the Works, instructions and regulations specified in the project documentation and/or contractual documentation.

9.4. The Agreement may be cancelled as agreed by the Parties, in case of impracticability of its further performance.

When the Agreement is cancelled due to the above mentioned circumstance, the Contractor/Performer shall be entitled to claim payment only for the actual costs related to the cancellation hereunder as of the date of cancellation.

9.5 The Agreement may be cancelled at any stage if any of the following facts are identified:

- 1) in the event of the Supplier's refusal to fulfil its obligations hereunder;
- 2) in case of non-performance or improper performance by the Supplier of its obligations hereunder;
- 3) in case of engagement by the supplier of sub-contractors for performance of works (co-executors for rendering of services) not applied for participation in the tender, as well as in case of transfer to the sub-contractor for performance of works (co-executor for rendering of services) of works (services) in the volume exceeding the volume established by paragraph 8 of Article 17 of this Law;
- 4) upon liquidation or bankruptcy of the Customer or the Supplier being a legal entity, excluding reorganisation, or death of the Supplier being a natural person;
- 5) in case of loss by the Supplier of legal capacity needed for fulfilment of its obligations hereunder, death of the Supplier (recognition by the court as missing person or declaration of death);
- 6) in the event of revealing of infringement of restrictions envisaged by Article 7 of this Law in respect of procurement, whereunder the agreement is concluded;
- 7) in the event that the organiser, single organiser is found to have rendered assistance to the Supplier in the implementation of public procurement not envisaged by this Law;

8) in case of inexpediency of further performance of the Agreement with a detailed justification of the reasons for such inexpediency;

9) in case of failure of the Supplier to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms envisaged by the rules of public procurement, unless the supplier fulfils its obligations prior to the expiry of the term for payment of the agreement performance security;

10) by an enforceable court judgement, the execution hereof requiring termination hereof.

9.6 If the Agreement is terminated, the Contractor shall immediately stop the Works, ensure that the Works are mothballed and hand them over to the Customer in the prescribed manner.

9.7. All materials and Equipment on the Site, as well as temporary structures and completed works, shall be deemed to be the property of the Employer and shall remain at the Employer's disposal until financial proceedings relating to the termination thereof are resolved, if the Agreement is terminated due to a material breach hereof by the Contractor.

## **10. Notification**

10.1. Any notification given by one party to the other party pursuant to the Agreement shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

10.2 A notification shall take effect upon delivery or on the specified effective date (if specified in the notification), whichever is later.

## **11. Force majeure**

11.1. In the event of force majeure, which include natural disasters, military actions, epidemics, large-scale strikes, entry into force of legislative and governmental acts, directly or indirectly prohibiting, as well as preventing the parties from fulfilling their obligations hereunder, they shall be released from liability for failure to fulfil their obligations. In this case, the party shall immediately notify in writing of the occurrence of force majeure. Otherwise, the party shall not be entitled to refer to this circumstance.

11.2. The Party that has incurred losses due to the failure of the other Party to fulfil its obligations in case of force majeure shall be entitled to obtain from it documentary evidence of the extent of these events, as well as their impact on its activities, confirmed by competent authorities and organisations.

11.3 In the event of force majeure, the Customer shall notify the suspension hereof. The Contractor/Performer shall, as soon as possible after receipt of the notice of suspension, ensure that the Work is suspended.

11.4. Should a force majeure event disrupt the fulfilment hereof, the Customer shall certify the suspension hereof. Within the shortest possible time after receipt of the notification of suspension, the Contractor shall mothball the Site and stop the work. The Employer shall

pay the Contractor for the entire scope of work performed up to the date of suspension and for work related to the conservation of the Facility.

## **12. Dispute resolution**

12.1. The Customer and the Contractor/Performer shall use their best endeavours to resolve in direct negotiations all differences or disputes arising between them hereunder or in connection herewith.

12.2 If, after such negotiations, the Customer and the Contractor/Performer are unable to resolve a dispute hereunder, either Party may seek resolution of the matter in conformity with the laws of the Republic of Kazakhstan.

## **13. Countering corruption**

13.1. When performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

13.2. When performing their obligations hereunder, the Parties shall not perform actions qualified by the applicable legislation for the purposes hereof as giving/receiving a bribe, commercial bribery, as well as actions violating the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

13.3. Each of the Parties hereto shall refuse to stimulate in any way the representatives of the other Party, including by providing monetary amounts, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the stimulating Party.

13.4. If a Party suspects that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

13.5. Upon written notification, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that a breach of any provisions of these terms and conditions by the counterparty has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that breach the requirements of applicable laws and international anti-money laundering acts.

13.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. In this regard, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall provide mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for performing audits to prevent the risks of the Parties' involvement in corrupt activities.

## **14. Miscellaneous**

14.1. Taxes and other obligatory payments to the budget shall be payable pursuant to the tax and customs legislation of the Republic of Kazakhstan.

14.2 Any amendments and additions hereto shall be made in the same form as the conclusion hereof.

14.3. Amendments to the concluded Agreement, providing that the quality and other conditions that have been the ground for the selection of the Contractor/performer remain unchanged, shall be allowed in the cases envisaged in Article 18.2 of the Law.

14.4 The transfer of obligations of one of the Parties hereunder shall not be permitted unless in the case of legal succession in the event of reorganisation.

14.5. The Agreement is made in the Kazakh and Russian languages having equal legal force, concluded via the web-portal.

14.6. In the part not regulated hereunder, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

<No. New paragraph> \*

Note:

\* It shall be prohibited for the Customer to establish requirements and (or) conditions for the Supplier to fulfil obligations not envisaged by the legislation of the Republic of Kazakhstan.

## 15. Details of the Parties

Customer	Contractor
< Customer's full name >	(The recipient of funds, when the supplier enters into an agreement on financing against assignment of a monetary claim (factoring))
< Full legal address of the Customer>	< Supplier's full name >
BIN < Customer's BIN >	< Supplier's full legal address >
BIK (sort code) <to be filled in by the Customer >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
IIC < to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
Name of the bank < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Tel: < Customer's phone number >	Name of the bank <fill in by the Supplier >
< Customer's position >	Tel.: < Supplier's phone number >
< Surname, name, patronymic (if any) of the Customer >	< Supplier's position >
>:	< Surname, name, patronymic (if any) of the Supplier >

Note: bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;  
VAT - value added tax;  
Full name - surname first name patronymic (if any).

Annex 42  
to the Rules for Public Procurement

## **Standard Agreement on Public Procurement of Services**

<Identification number>

<Customer region> No. <agreement number> <agreement date>

<full name of the Customer>, hereinafter referred to as “the Customer”, on behalf of which acts <position of the Customer><First name (if any) (if any) of the Customer>, acting by virtue of <basis of the Customer>, as the party of the first part, and <full name of the Supplier>, hereinafter referred to as “the Supplier”, on behalf of which acts <position of the Supplier><First name (if any) of the Supplier>, acting by virtue of <basis of the Supplier>, as the party of the second part, hereinafter jointly referred to as “the Parties”, under the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter - the Law) and the results of public procurement by the method of <procurement method> of <date of results> of the year No. <number of results>, have concluded this Agreement on Public Procurement of Services (hereinafter - the Agreement) and have come to an agreement on the following:

### **1. Scope of the Agreement**

1.1. The Supplier shall render the Service(s) in conformity with the terms, requirements and prices specified in the annexes hereto, which are an integral part hereof, and the Customer shall accept the rendered Service(s) and pay for it under the terms and conditions hereof subject to proper fulfilment by the Supplier of its obligations hereunder:

under specificity <Specificity Code> - <Brief description of the scope hereof under specificity 1>;

under specificity <Specificity Code> - <Summary of the Agreement scope under specificity No.>1.

1.2. The documents listed below and the terms and conditions referred to herein constitute this Agreement and shall be deemed to form an integral part hereof, namely:

- 1) this Agreement;
- 2) list of lots and terms and conditions of services (Annex 1);
- 3) technical specification (Annex 2).

### **2. Amount of the Agreement and terms of payment**

2.1. The total amount hereof is established by Annex 1 hereto and is <the amount of the Agreement> (<amount in words>) KZT and includes all expenses related to the provision of services, as well as all taxes and fees stipulated by the legislation of the Republic of

Kazakhstan, <including VAT <amount of VAT> KZT> / <excluding VAT> (hereinafter - the amount of the Agreement).

2.2 The Agreement shall be registered in the territorial treasury body for <\_\_\_\_> year by budget programme, sub-programme, specificity - () tenge, tenge /1.

2.3. After the Agreement enters into force, the Customer shall make an advance payment in the amount as per Annex 1 after the Supplier has paid the Agreement performance security, advance payment security and (or) the amount in line with Article 13 of the Law.

The remaining amount shall be paid by the Customer by transferring funds to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing by the Parties of the act of rendered services, considering proportional deduction of the previously paid advance payment 2.

Payment for the rendered Services shall be made by the Customer by money transfer to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing by the Parties of the act of rendered Services<sup>3</sup>.

2.4 The scope of rendered services in quantitative and cost terms is described in Annex 1 hereto.

2.5 The required documents preceding the payment shall be:

- 1) <registered with the territorial treasury body/signed> Agreement;
- 2) act(s) of rendered services;
- 3) a report on in-country value in works and services in the form according to Annex 53 to the Rules for Public Procurement;
- 4) an electronic invoice with a description, specifying the total amount of services rendered, provided by the Supplier to the Customer;

<No. New sub-paragraph>

<No. New paragraph> \*

### **3. Obligations of the Parties**

3.1. The Supplier shall:

- 1) ensure full and proper fulfilment of the undertaken obligations hereunder;
- 2) within ten working days from the date of entry into force hereof, to deposit the amount of security for the performance hereof in the amount of 3 (three) per cent of the total amount hereof equal to <summa> tenge and the amount of advance payment envisaged for the subjects of the Agreement as per Annex 1 hereto equal to <summa> tenge<sup>4</sup>, <as well as the amount in line with Article 13 of the Law equal to <summa> tenge><sup>5</sup>, which in total amounts to <sum of security> (<sum of security in words>) tenge in the form of:

the money in the potential vendor's e-wallet;

or:

a bank guarantee furnished in the form of an electronic document in line with Annex 44 to the Public Procurement Rules;

or:

the Supplier's civil liability insurance agreement in the form of an electronic document in the standard form as per Annex 45 to the Rules for Public Procurement.

However, the agreement performance security may not be deposited by the Supplier in case of full and proper fulfilment of obligations hereunder prior to the expiry of the term for depositing the agreement performance security;

3) in fulfilment of their obligations hereunder ensure compliance of the services rendered with the requirements specified in the annexes hereto, which are an integral part hereof;

4) not to disclose without prior written consent of the Customer the content of technical documentation furnished by the Customer or on its behalf by other persons, excluding those personnel engaged by the Supplier for fulfilment of the Agreement. The said information shall be provided to such personnel confidentially and to the extent required for fulfilment of obligations;

5) without prior written consent of the Customer not to use any of the above documents and information unless for the purpose of implementation hereof;

6) upon the Customer's first request submit information on the progress of fulfilment of obligations hereunder;

7) to compensate the Customer in full for the losses caused to it by the Supplier's improper fulfilment of the conditions hereof and/or other unlawful actions;

8) to draw up and send to the Customer via web-portal the act of rendered services approved by electronic digital signature, as well as the report on in-country value in services in the form pursuant to Annex 53 to the Rules of Public Procurement;

9) after approval of the act of rendered services by the Customer to issue an invoice in electronic form via the electronic invoice information system in compliance with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System.

<No.) new sub-paragraph>

3.2. The Supplier shall be entitled:

1) to demand payment from the Customer for the rendered Services hereunder;

2) to perform the Services specified in Annex 1 to the Agreement ahead of schedule, having agreed with the Customer in advance on the terms of performance.

3.3 The Customer shall be obliged to:

1) ensure access of the Supplier's experts for rendering the Services;

2) in case of detection of discrepancies of the rendered Services, immediately notify the Supplier in writing;

3) upon acceptance of the Services, to approve via the web-portal the act of rendered services or to refuse acceptance with specifying the reasoned grounds for its non-acceptance within the terms established by clause 587 of the rules of public procurement implementation;



4) upon approval of the act of rendered services accept the invoice issued by the Supplier in electronic form via electronic invoice information system in conformity with the Rules of Issuing Invoice in an Electronic Form in Electronic Invoice Information System;

5) make the payment in the order and terms stipulated hereunder.

<No. New sub-paragraph>

3.4. The Customer shall be entitled to:

1) to examine the quality of the rendered Services;

2) in case of early rendering of the Services, the Customer may accept the Services ahead of time and pay for them in accordance with the terms and conditions hereof. Refusal in early rendering of the Services shall be allowed in cases of impossibility of its acceptance.

#### **4. Inspection of the Services for compliance with the technical specification**

4.1. The Customer or its representatives may monitor and check the services rendered for compliance with the requirements specified in the technical specification (Annex 2 hereto). The Supplier shall bear all costs of such inspections. The Customer shall notify the Supplier in writing in good time of its representatives designated for this purpose.

4.2 The Services rendered hereunder shall meet or be above the standards specified in the technical specification.

4.3. Should the results of the services rendered be found to be non-compliant with the requirements of the technical specification (Annex 2 hereto) during the inspection, the Supplier shall take measures to eliminate the non-compliance with the requirements of the technical specification, without any additional costs on the part of the Customer, within <the time limit for elimination of non-compliance> from the date of inspection.

4.4 None of the above clauses shall relieve the Supplier of any other obligations hereunder.

<No. New paragraph> \*

#### **5. Rendering of Services**

5.1. Rendering of services by the Supplier shall be performed within the terms specified in Annex 1 hereto, which is an integral part hereof.

5.2. The Service shall be deemed to have been rendered when the Supplier has fully delivered the Service to the Customer in exact conformity with the requirements specified in the annexes hereto.

<No. New paragraph> \*

#### **6. Warranty**

6.1. The Supplier shall guarantee uninterrupted, qualitative and timely provision of the Services to the Customer.

6.2 The Supplier shall guarantee free of charge correction of errors, defects and other inconsistencies of the Services with the technical specification (Annex 2 hereto).

6.3 The Customer shall promptly notify the Supplier in writing of all claims related to this guarantee, after which the Supplier shall take measures to eliminate deficiencies at its own expense, including all costs related thereto, within the period determined by the Customer in the notification.

6.4. Should the Supplier, having been notified, fail to take appropriate remedial action in a timely manner, the Customer may impose the necessary sanctions and remedial action at the Supplier's expense and without prejudice to any other rights the Customer may have hereunder against the Supplier.

<No. New paragraph> \*

## **7. Liability of the Parties**

7.1. Should the Parties fail to fulfil or improperly fulfil their obligations hereunder, all disputes and disagreements shall be resolved in compliance with the current legislation of the Republic of Kazakhstan.

7.2. Save in cases of sequestration and/or insufficiency of money in the cash control account of the respective budgets/settlement account of a state enterprise, legal entity, fifty per cent or more of the voting shares of which are owned by the state, if the Performer fails to pay the Supplier the funds due to it within the terms specified herein, the Performer shall pay to the Supplier a forfeit (penalty) on delayed payments in the amount of 0.1% (zero point one) of the amount due for each day of delay. Herewith, the total amount of the penalty (fine) shall not exceed 10% of the total amount hereof.

7.3. Should the terms of rendering the Services be overdue, the Customer shall withhold (collect) from the Supplier a penalty (fine, penalty) in the amount of 0.1 % of the total Agreement amount for each day of delay in case of full default by the Supplier or shall withhold (collect) a penalty (fine, penalty) in the amount of 0.1 % of the amount of non-performed obligations for each day of delay in case of improper performance (partial non-performance) of obligations. Herewith, the total amount of forfeit (fine, penalty) shall not exceed 15 % of the total amount hereof.

7.4. Should the Supplier refuse to render the Services or delay the rendering of the Services for a period of more than one month from the date of expiry of the term for rendering the Services hereunder, but not later than the expiry date hereof, the Customer shall have the right to terminate this Agreement unilaterally and charge the Supplier with a penalty (fine, penalty interest) in the amount of 0.1% of the total amount hereof for each day of delay.

7.5. Payment of a forfeit (fine, penalty) shall not relieve the Parties from fulfilment of obligations hereunder.

7.6 Should any change result in a reduction in the cost or time required by the Supplier to provide services hereunder, the Agreement amount or service schedule, or both, shall be

adjusted appropriately and the Agreement shall be amended accordingly. All requests for adjustment by the Supplier shall be made within thirty (30) days of the Supplier's receipt of the change order from the Customer.

7.7. The Supplier shall not transfer its obligations hereunder either in whole or in part to anyone else.

7.8 Should the Supplier engage sub-contractors (co-executors), the Supplier shall supply the Purchaser with copies of all sub-contracts entered into hereunder. The presence of sub-contractors (co-executors) shall not relieve the Supplier from material or other responsibility hereunder.

The limit of services that may be transferred to sub-contractors (co-executors) for provision of services shall not exceed in aggregate thirty per cent of the services provided.

In addition, sub-contractors shall be prohibited from transferring to other sub-contractors (co-executors) the scope of provision of services that are the subject of public procurement.

The services rendered, public associations of persons with disabilities of the Republic of Kazakhstan and organisations established by public associations of persons with disabilities of the Republic of Kazakhstan shall be prohibited from engaging sub-contractors for the provision of services that are the subject of ongoing public procurement.

7.9. The Customer shall not return the Agreement performance security, advance payment security (if the Agreement envisages advance payment), as well as the amount paid by the Supplier in compliance with Article 13 of the Law (if any) on Public Procurement in case of its cancellation due to the Supplier's failure to fulfil its obligations hereunder.

7.10. The Customer shall return the paid security for the Agreement performance, as well as the amount of security in case of anti-dumping measures (if any) to the Supplier within five working days from the date of full and proper fulfilment by the Supplier of its obligations hereunder, as well as in case of provision to the Supplier of a change of the method of the Agreement performance security during the period of validity hereof.

<No. New paragraph> \*

## **8. Term of validity and terms of termination hereof**

8.1. The Agreement shall come into force <after its registration by the Customer with the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and shall be valid till <\_\_\_\_\_> of the year <\_\_\_\_\_>.

8.2 The following events shall entail change of terms of duration of services in terms of their increase:

1) The Customer shall prohibit the use of all areas of the Facility, which in turn shall delay the delivery of services;

2) the Customer shall instruct the Supplier to stop the provision of services for tests not scheduled herein. In this case, if these tests do not reveal any defects, the time of stoppage of service provision shall be added to the period of service provision.

<New indent>

8.3. The Purchaser may unilaterally withdraw from the Agreement at any time by giving written notification to the Supplier if the Supplier becomes bankrupt or insolvent. In such event, the withdrawal shall be effective immediately and the Customer shall have no financial obligation towards the Supplier, on condition that the withdrawal shall not prejudice or affect any rights of action or sanctions that have been or will subsequently be asserted against the Customer.

8.4. The Agreement may be cancelled by agreement of the Parties, in case of inexpediency of its further performance.

8.5 When the Agreement is cancelled due to the above circumstances, the Supplier shall be entitled to demand payment only for the actual costs related to the cancellation hereunder as of the date of cancellation.

8.6. Without prejudice to any other sanctions for breach hereof, the Customer, subject to the requirements of paragraph 7.4 hereof, may terminate this Agreement in whole or in part by giving written notification of default to the Supplier:

1) if the Supplier fails to render the services within the time period prescribed by herein or within the extension period hereof granted by the Customer;

2) should the Supplier fail to fulfil its obligations hereunder.

8.7 The Agreement may be terminated at any stage in case of identification of one of the following facts:

1) in case of the Supplier's refusal to fulfil its obligations hereunder;

2) in case of non-fulfilment or improper fulfilment by the Supplier of its obligations hereunder; 2) in case of non-fulfilment or improper fulfilment by the Supplier of its obligations hereunder;

3) in case of engagement by the Supplier of sub-contractors for the performance of works (co-executors for the provision of services) not declared for participation in the tender, as well as in case of transfer of works (services) to the sub-contractor for the performance of works (co-executor for the provision of services) in the volume exceeding the volume established by paragraph 8 of Article 17 of this Law;

4) in the event of liquidation or bankruptcy of the Customer or the Supplier being a legal entity, excluding reorganisation, or death of the Supplier being a natural person;

5) in the event of loss by the supplier of legal capacity necessary for fulfilment of its obligations hereunder, death of the supplier (recognised by the court as missing or declared dead);

6) in the event of revealing of breach of restrictions stipulated by Article 7 of this Law in relation to the procurement, based on which the Agreement was concluded;

7) in the event that the organiser, single organiser is found to have provided assistance to the supplier in the implementation of public procurement, which is not envisaged by this Law

;

8) in the event of inexpediency of further performance of the agreement with a detailed justification of the reasons for this inexpediency;

9) if the Supplier fails to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms stipulated by the rules of public procurement, excluding the case of fulfilment by the Supplier of its obligations prior to the expiry of the term for payment of the agreement performance security;

10) by an enforceable judicial act, the execution of which requires the cancellation hereof.

## **9. Notification**

9.1. Any notification given by one party to the other party pursuant thereto shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

9.2 The notification shall take effect upon delivery or on the specified effective date (if specified in the notification), whichever is later.

## **10. Force majeure**

10.1. The Parties shall not be liable for failure to fulfil the Agreement if it is the result of force majeure.

10.2 The Supplier shall not be deprived of its security for the performance hereof and shall not be liable for payment of penalties or cancellation hereof due to non-performance hereof, if the delay in performance thereof is the result of force majeure circumstances.

10.3. For the purposes hereof, 'force majeure' shall mean an event beyond the control of the Parties and of an unforeseeable nature. Such events may include, but are not limited to: acts of war, natural or Acts of God, and others.

10.4 In the event of force majeure, the Supplier shall promptly give the Customer written notification of such circumstances and their causes. Unless otherwise instructed in writing by the Customer, the Supplier shall continue to fulfil its obligations hereunder to the extent practicable and shall seek alternative means of fulfilling the Agreement independent of the Force Majeure Event.

## **11. Dispute resolution**

11.1. The Customer and the Supplier shall use their best endeavours to resolve in direct negotiations all differences or disputes arising between them under or in connection with the Agreement.

11.2 If, after such negotiations, the Customer and the Supplier are unable to resolve a dispute hereunder, either party may request resolution of the matter in compliance with the laws of the Republic of Kazakhstan.

## **12. Countering corruption**

12.1. When performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

12.2. Upon fulfilment of their obligations hereunder, the Parties shall not perform actions qualified by the legislation applicable for the purposes hereof as giving/receiving a bribe, commercial bribery, as well as actions violating the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

12.3. Each of the Parties hereto shall refuse to stimulate in any way the representatives of the other Party, including by providing monetary amounts, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the Party stimulating him/her.

12.4. Should a Party suspect that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

12.5. In the written notification, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that a breach of any provisions of these terms and conditions by the counterparty has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that breach the requirements of applicable law and international anti-money laundering acts.

12.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. In this regard, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall render mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for inspections in order to prevent the risks of the Parties' involvement in corrupt activities.

### **13. Miscellaneous**

13.1. Taxes and other obligatory payments to the budget shall be payable pursuant to the tax and customs legislation of the Republic of Kazakhstan.

13.2 Any changes and additions hereto shall be made in the same form as the conclusion hereof.

13.3 Amendments to the concluded Agreement on condition of unchanged quality and other conditions, which have been the basis for selection of the Supplier, shall be allowed in the cases envisaged in paragraph 2 of Article 18 of the Law.

13.4. Transfer of obligations of one of the Parties hereunder shall be prohibited excluding legal succession in case of reorganisation.

13.5 The Agreement is drawn up in the Kazakh and Russian languages having equal legal force, concluded via the web-portal.

13.6. In the part not regulated hereunder, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

<No. New paragraph> \*

## 14. Details of the Parties

Customer	Contractor
< Customer's full name >	(The recipient of funds, when the supplier enters into an agreement on financing against assignment of a monetary claim (factoring))
< Full legal address of the Customer >	< Supplier's full name >
BIN < Customer's BIN >	< Supplier's full legal address >
BIK (sort code) <to be filled in by the Customer >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
IIC < to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
Name of the bank < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Tel: < Customer's phone number >	Name of the bank <fill in by the Supplier >
< Customer's position >	Tel.: < Supplier's phone number >
< Surname, name, patronymic (if any) of the Customer >	< Supplier's position >
>:	< Surname, name, patronymic (if any) of the Supplier >

Note: bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 43  
to the Rules for Public Procurement

## Standard Agreement on Public Procurement of Services under the State Social Order

<Identification number>

<Customer region> No. <agreement number> <agreement date>

<full name of the Customer>, hereinafter referred to as “the Customer”, on behalf of which the <Position of the Customer><First Name (if any) of the Customer> acts under the basis <Basis of the Customer>, as the party of the first part and <full name of the Supplier>, hereinafter referred to as “the Supplier”, on behalf of which the <Position of the Supplier><First Name (if any) of the Supplier> acting under of <basis of the Supplier>, as the party of the second part, hereinafter jointly referred to as “the Parties”, under the Law of the Republic

of Kazakhstan “On Public Procurement” (hereinafter - the Law) and the results of public procurement by the method of <procurement method> of <date of results> year No. <number of results>, have concluded this Agreement on Public Procurement of Services (hereinafter - the Agreement) and have come to an agreement on the following:

## **1. Scope of the Agreement**

1.1. The Supplier shall render the Service(s) in conformity with the terms, requirements and prices specified in the annexes hereto, which are an integral part hereof, and the Customer shall accept the rendered Service(s) and pay for it under the terms and conditions hereof subject to proper fulfilment by the Supplier of its obligations hereunder: by specificity <Specificity Code> - <Brief description of the scope hereof by specificity 1>;

for specificity - 1;

1.2. The documents listed below and the terms and conditions stipulated herein constitute this Agreement and shall be deemed to form an integral part hereof, namely:

- 1) this Agreement;
- 2) list of lots and terms and conditions of services (Annex 1);
- 3) technical specification (Annex 2).

## **2. Amount of the Agreement and terms of payment**

2.1. The total amount hereof shall be specified in Annex 1 hereto and shall be <amount of the Agreement> (<amount in words>) tenge and shall include all expenses related to the provision of services, as well as all taxes and fees envisaged by the legislation of the Republic of Kazakhstan, <including VAT <amount of VAT> tenge> / <excluding VAT> (hereinafter referred to as the amount hereof).

2.2 The Agreement shall be registered with the territorial treasury body for <\_\_\_\_> year by budget programme, sub-programme, specificity <code and name of specificity> - <amount by specificity> () tenge, tenge/.1

2.3. After the Agreement comes into force, the Customer shall make an advance payment in the amount as per Annex 1.2

The remaining amount shall be paid by the Customer by transferring money to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing by the Parties of the act of rendered services, considering proportional deduction of the previously paid advance payment.2

Payment for the rendered Services shall be made by the Customer by money transfer to the Supplier's settlement account not later than 30 (thirty) calendar days from the date of signing by the Parties of the Act of Services Rendered.3

The form of the Act of the Services rendered shall be agreed upon by the Supplier with the Customer in advance.



2.4 The volume of rendered services in quantitative and cost terms is stipulated in Annex 1 hereto.

2.5. Documents required prior to the payment:

- 1) the signed Agreement registered with the territorial treasury body;
- 2) act(s) of rendered services;
- 3) the report on in-country value in works and services in the form as per Annex 53 to the Rules for Public Procurement;
- 4) an electronic invoice with description, indication of the total amount of the rendered services, presented by the Supplier to the Customer; 4) an electronic invoice with the description, indication of the total amount of the rendered services, provided by the Supplier to the Customer.

### **3. Obligations of the Parties**

3.1. The Supplier shall be obliged:

- 1) to ensure full and proper fulfilment of the undertaken obligations hereunder;
- 2) in fulfilment of its obligations hereunder to ensure compliance of the services rendered with the requirements specified in the annexes hereto, which are an integral part hereof;
- 3) not disclose without prior written consent of the Customer the content of technical documentation furnished by the Customer or on its behalf by other persons, excluding those personnel engaged by the Supplier for fulfilment of the conditions thereof. The said information shall be disclosed to such personnel confidentially and to the extent required for fulfilment of obligations;
- 4) without prior written consent of the Customer not to use any of the above mentioned documents and information unless for the purpose of implementation hereof;
- 5) at the first request of the Customer to provide information on the progress of fulfilment of obligations hereunder;
- 6) to compensate the Customer in full for the losses caused to it by the Supplier's improper fulfilment of the conditions hereunder and/or other unlawful actions.
- 7) to draw up and send to the Customer via web-portal the act of rendered services approved by electronic digital signature, as well as the report on in-country value in services in the form as per Annex 53 to the Rules of Public Procurement;
- 8) after the Customer approves the act of rendered services, issue an invoice in electronic form through the electronic invoice information system in accordance with the Rules for Issuing an Invoice in Electronic Form in the Electronic Invoice Information System.

<n) new sub-paragraph>

3.2. The Supplier shall be entitled to:

- 1) require the Customer to pay for the rendered Services hereunder;
- 2) to render the Services specified in Annex 1 hereto ahead of schedule, having agreed with the Customer in advance on the terms of fulfilment.

3.3 The Customer shall be obliged:

- 1) to provide access of the Supplier's specialists for rendering the Services;
- 2) immediately to notify the Supplier in writing if any discrepancies of the rendered Services are detected;
- 3) upon acceptance of the Services, to sign the Act of Services Rendered or refuse to accept it with indication of reasoned grounds for non-acceptance;
- 4) after approval of the Act of the Services Rendered, to accept the invoice issued by the Supplier in electronic form via the information system of electronic invoices in compliance with the Rules for Issuing an Invoice in Electronic Form in the Information System of Electronic Invoices;
- 5) to make the payment in the order and terms stipulated hereunder.

<No. New paragraph>

3.4. The Customer shall have the right to:

- 1) examine the quality of the rendered Services;
- 2) in case of early rendering of the Services, the Customer has the right to accept the Services ahead of time and pay for them in line with the terms and conditions hereof. Refusal in early rendering of the Services shall be allowed in cases of impossibility of its acceptance.

#### **4. Inspection of the Services for compliance with the technical specification**

4.1. The Customer or its representatives may monitor and inspect the rendered services for compliance with the requirements specified in the technical specification (Annex 2 hereto). The Supplier shall bear all costs of such inspections. The Customer shall notify the Supplier in writing in a timely manner of its representatives designated for this purpose.

4.2 The Services rendered hereunder shall meet or be above the standards specified in the technical specification.

4.3. Should the results of the services rendered be found to be non-compliant with the requirements of the technical specification (Annex 2 hereto) in the course of inspection, the Supplier shall take measures to eliminate the non-compliance with the requirements of the technical specification, without any additional costs on the part of the Customer, within <the time limit for elimination of non-compliance> from the date of inspection.

4.4 None of the above paragraph shall relieve the Supplier of any other obligations hereunder.

<No. New paragraph> \*

#### **5. Rendering of Services**

5.1. The Supplier shall render the services within the terms specified in Annex 1 hereto, which is an integral part hereof.

5.2 The Service shall be deemed to be rendered on condition of full delivery of the Service by the Supplier to the Customer in exact compliance with the requirements specified in the annexes hereto.

<No. New paragraph> \*

## **6. Warranty**

6.1. The Supplier shall guarantee failure-free, high-quality and timely provision of the Services to the Customer.

6.2 The Supplier shall warrant free of charge correction of errors, deficiencies and other discrepancies of the Services with the technical specification (Annex 2 hereto).

6.3 The Customer shall promptly notify the Supplier in writing of all claims related to this guarantee, after which the Supplier shall take measures to eliminate deficiencies at its own expense, including all costs related thereto, within the period specified by the Customer in the notification.

6.4. Should the Supplier, having been notified, fail to take appropriate remedial action in a timely manner, the Customer may impose the necessary sanctions and remedial action at the Supplier's expense and without prejudice to any other rights the Customer may have hereunder against the Supplier.

<No. New paragraph> \*

## **7. Liability of the Parties**

7.1. Should the Parties fail to fulfil or improperly fulfil their obligations hereunder, all disputes and disagreements shall be resolved in compliance with the current legislation of the Republic of Kazakhstan.

7.2. Save in cases of sequestration and/or insufficiency of money in the cash control account of the respective budgets, if the Customer fails to pay the Supplier the funds due to the Supplier within the terms specified herein, the Customer shall pay to the Supplier a forfeit (penalty) on delayed payments in the amount of 0.1 per cent (zero point one) of the amount due for each day of delay. Herewith, the total amount of the penalty (fine) shall not exceed 10% of the total amount hereof.

7.3. Should the terms of rendering the Services be overdue, the Customer shall withhold (collect) from the Supplier a penalty (fine, penalty) in the amount of 0.1 % of the total Agreement amount for each day of delay in case of full default by the Supplier or shall withhold (collect) a penalty (fine, penalty) in the amount of 0.1 % of the amount of non-performed obligations for each day of delay in case of improper performance (partial non-performance) of obligations. Herewith, the total amount of forfeit (fine, penalty) shall not exceed 15 % of the total amount hereof.

7.4. Should the Supplier refuse to render the Services or delay in rendering the Services for a period of more than one month from the date of expiry of the term for rendering the Services hereunder, but not later than the expiry date hereof, the Customer shall have the right to terminate this Agreement unilaterally and charge the Supplier with a penalty (fine, penalty interest) in the amount of 0.1% of the total amount hereof for each day of delay.

7.5 Payment of a forfeit (fine, penalty) shall not release the Parties from fulfilment of obligations envisaged hereunder.

7.6. Should any change result in a reduction in the cost or time required for the Supplier to perform the services hereunder, the Agreement amount or service schedule, or both, shall be adjusted appropriately and the Agreement shall be amended accordingly. All requests for adjustment by the Supplier shall be made within thirty (30) days of the Supplier's receipt of the change order from the Customer.

7.7. The Supplier shall not assign its obligations hereunder in whole or in part.

7.8 The Supplier shall provide the Customer with copies of all agreements with co-executors entered into hereunder. The existence of co-executors shall not relieve the Supplier from material or other liability hereunder.

The limit of services that may be transferred to co-executors for rendering services shall not exceed thirty per cent of the total volume of services rendered in aggregate.

However, it shall be prohibited for co-executors to transfer to other co-executors the scope of rendering services that are the subject of public procurement.

The services provided, public associations of persons with disabilities of the Republic of Kazakhstan and organisations established by public associations of persons with disabilities of the Republic of Kazakhstan shall be prohibited from engaging co-executors for rendering services that are the subject of public procurement being conducted.

## **8. Term of validity and conditions for termination of the Agreement**

8.1. The Agreement comes into force <after its registration by the Customer in the territorial unit of the Treasury of the Ministry of Finance of the Republic of Kazakhstan/from the date of signing> and is valid till <\_\_\_\_\_> of the year <\_\_\_\_\_>.

8.2 The following events shall entail change of terms of duration of services in terms of their increase:

1) The Customer forbids the use of all areas of the Facility, which in turn causes a delay in the delivery of services;

2) the Customer instructs the Supplier to stop the delivery of services for tests not scheduled herein. However, if these tests do not reveal any defects, the time of stoppage of service delivery shall be added to the period of service delivery.

<New indent>

8.3. The Purchaser may unilaterally withdraw from the Agreement at any time by giving written notification to the Supplier if the Supplier becomes bankrupt or insolvent. In such

case, the withdrawal shall be effective immediately and the Customer shall have no financial obligation towards the Supplier, on condition that the withdrawal shall not prejudice or affect any rights of action or sanctions that have been or will subsequently be asserted against the Customer.

8.4. When the Agreement is cancelled due to the above circumstances, the Supplier shall only be entitled to claim payment for the actual costs of cancellation hereunder as of the date of cancellation.

8.5 Without prejudice to any other sanction for breach hereof, the Customer may terminate this Agreement in whole or in part by giving written notification of default to the Supplier:

- 1) if the Supplier fails to perform the Services within the time period specified herein or within the extension period hereof granted by the Customer;
- 2) when the Supplier is unable to fulfil its obligations hereunder.

8.6 The Agreement may be terminated at any stage in case of detection of one of the following facts:

- 1) in case of the Supplier's refusal to fulfil its obligations under the concluded Agreement;
- 2) in case of non-fulfilment or improper fulfilment by the Supplier of its obligations hereunder; 2) in case of non-fulfilment or improper fulfilment by the Supplier of its obligations hereunder;
- 3) in the event of engagement by the Supplier of sub-contractors for the performance of works (co-executors for the provision of services) not declared for participation in the tender, as well as in the event of transfer of works (services) to the sub-contractor for the performance of works (co-executor for rendering services) in the volume exceeding the volume established by paragraph 8 of Article 17 of this Law;
- 4) in case of liquidation or bankruptcy of the customer or supplier being a legal entity, excluding reorganisation, or death of the supplier being a natural person;
- 5) in the event of loss by the Supplier of legal capacity required for fulfilment of its obligations hereunder, death of the Supplier (recognition by the court as missing or declared dead);
- 6) in case of revealing of violation of restrictions envisaged by Article 7 of this Law in respect of procurement, on the basis of which the agreement was concluded;
- 7) in case of revealing the provision by the organiser, single organiser of assistance to the supplier in the implementation of public procurement not envisaged by this Law;
- 8) in case of inexpediency of further execution of the agreement with a detailed justification of the reasons for this inexpediency;
- 9) in the event that the Supplier fails to pay the agreement performance security (advance payment security, anti-dumping sum) within the terms envisaged by the public procurement rules, excluding the case when the Supplier fulfils its obligations prior to the expiry of the term for payment of the agreement performance security;

10) under a judicial act that has entered into legal force, the execution of which requires cancellation thereof.

8.7 The Agreement may be terminated by agreement of the parties in case of inexpediency of its further performance.

## **9. Notification**

9.1. Any notification given by one party to the other party pursuant hereto shall be sent by paid registered mail or by telegraph, telex, facsimile, telefax or web portal.

9.2 The notification shall take effect upon delivery or on the specified effective date (if specified in the notification), whichever is later.

## **10. Force majeure**

10.1. The Parties shall not be liable for failure to fulfil the Agreement if it is the result of force majeure.

10.2 The Supplier shall not be liable for payment of penalties or cancellation of the Agreement due to non-fulfilment of its terms and conditions, if the delay in fulfilment of the Agreement is the result of force majeure.

10.3 For the purposes of the Agreement, 'force majeure' means an event beyond the control of the Parties and of an unforeseeable nature. Such events may include, but are not limited to acts of war, natural or Acts of God, or other.

10.4. Upon the occurrence of force majeure, the Supplier shall immediately notify the Customer in writing of such circumstances and their causes. Unless otherwise instructed in writing by the Customer, the Supplier shall continue to fulfil its obligations hereunder as far as reasonably practicable and shall seek alternative means of fulfilling the Agreement independent of the Force Majeure Event.

## **11. Dispute resolution**

11.1. The Customer and the Supplier shall use their best endeavours to resolve in direct negotiations all differences or disputes arising between them under or in connection with the Agreement.

11.2 If, after such negotiations, the Customer and the Supplier are unable to resolve a dispute hereunder, either party may request resolution of the matter under the laws of the Republic of Kazakhstan.

## **12. Countering corruption**

12.1. When performing their obligations hereunder, the Parties shall not pay, offer to pay or authorise the payment of any money or thing of value, directly or indirectly, to any person

to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

12.2. When performing their obligations hereunder, the Parties shall not perform actions qualified by the applicable legislation for the purposes hereof as giving/receiving a bribe, commercial bribery, as well as actions infringing the requirements of the applicable legislation and international acts on combating legalisation (laundering) of proceeds of crime.

12.3. Each of the Parties hereto shall refuse to stimulate in any way the representatives of the other Party, including by providing monetary amounts, gifts, gratuitous performance of work (services) to them and by other means that make the employee dependent and aimed at ensuring that the employee performs any actions in favour of the stimulating Party.

12.4. Should a Party suspect that a breach of any anti-corruption terms has occurred or may occur, the Party concerned shall notify the other Party in writing.

12.5. In the written notification, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that a breach of any provisions of these terms and conditions by the counterparty has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable laws and international anti-money laundering acts.

12.6. The Parties hereto shall recognise the implementation of corruption prevention procedures and shall monitor compliance with them. At the same time, the Parties shall make reasonable efforts to minimise the risk of business relations with counterparties that may be involved in corrupt activities, and shall render mutual assistance to each other in order to prevent corruption. The Parties shall ensure the implementation of procedures for performing audits to prevent the risks of the Parties' involvement in corrupt activities.

### **13. Miscellaneous**

13.1. Taxes and other obligatory payments to the budget shall be payable in conformity with the tax and customs legislation of the Republic of Kazakhstan.

13.2 Any changes and additions hereto shall be made in the same form as the conclusion hereof.

13.3 Amendments to the concluded Agreement on condition of unchanged quality and other conditions, which have been the basis for selection of the Supplier, shall be allowed in the cases envisaged in paragraph 2 of Article 18 of the Law.

13.4. Transfer of obligations of one of the Parties hereunder shall be prohibited except for legal succession in case of reorganisation.

13.5 The Agreement is made in the Kazakh and Russian languages having equal legal force, concluded by using the web-portal.

13.6. In the part not regulated by the Agreement, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

<No. New paragraph> \*

Note:

\* It shall be prohibited for the customer to establish requirements and (or) conditions for the supplier to fulfil obligations not envisaged by the legislation of the Republic of Kazakhstan.

#### 14. Details of the Parties

Customer	Contractor
< Customer's full name >	(The recipient of funds, when the supplier enters into an agreement on financing against assignment of a monetary claim (factoring))
< Full legal address of the Customer >	< Supplier's full name >
BIN < Customer's BIN >	< Supplier's full legal address >
BIK (sort code) <to be filled in by the Customer >	BIN/INN/TRN < Supplier's BIN/INN/TRN >
IIC < to be filled in by the Customer >	BIK (sort code) <to be filled in by the Supplier >
Name of the bank < to be filled in by the Customer >	IIC < to be completed by the Supplier >
Tel: < Customer's phone number >	Name of the bank <fill in by the Supplier >
< Customer's position >	Tel.: < Supplier's phone number >
< Surname, name, patronymic (if any) of the Customer >	< Supplier's position >
>:	< Surname, name, patronymic (if any) of the Supplier >

Note: bank details shall be filled in by the Customers and Suppliers and shall be available only to the Parties hereto.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN – taxpayer’s registration number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 44  
to the Rules for Public Procurement

#### Bank guarantee (form of security for the fulfilment of a public procurement agreement)

Name of the bank: \_\_\_\_\_

(name and details of the bank)

To: \_\_\_\_\_

(name and details of the customer)

Warranty No. \_\_\_\_\_



" \_\_\_\_ " \_\_\_\_ year (location)

Whereas, \_\_\_\_\_

(supplier name)

“Supplier”, concluded(s)\* a public procurement agreement

No. \_\_\_\_ of \_\_\_\_\_ year (hereinafter referred to as the Agreement) for the supply of

(performance, provision) \_\_\_\_\_

(description of goods works or services) and you have envisaged in the Agreement that the Supplier will provide security of its performance in

the form of a bank guarantee for the total amount \_\_\_\_\_  
tenge, hereby

\_\_\_\_\_  
(name of the bank) confirm that we are the guarantor under the above mentioned

Agreement and irrevocably undertake to pay you, upon your request, an amount equal to \_

\_\_\_\_\_  
(amount in figures and words) upon receipt of your written demand for payment and written confirmation that the Supplier has failed to fulfil or improperly fulfilled its obligations hereunder. This warranty shall become effective upon signature and shall remain in effect until the Supplier has fully performed its obligations hereunder. All rights and obligations arising in connection with this guarantee obligation shall be governed by the laws of the Republic of Kazakhstan.

Signature/electronic digital signature

Date and address

Guarantors' seal (in hard copy)

(Represented by the first head of the bank (branch of the bank) or his/her deputy and the chief accountant of the bank).

Annex 45  
to the Rules for Public Procurement

### **Supplier's Civil Liability Insurance Agreement**

city \_\_\_\_\_ series \_\_\_\_ No. \_\_\_\_ ‘ \_\_\_\_ ’ \_\_\_\_\_ 20\_\_

\_\_\_\_\_,  
(name of the insurance company) represented by \_\_\_\_\_

\_\_\_\_\_,  
(position, surname, first name and patronymic (if any))

(hereinafter - full name (if any)) authorised person) acting by virtue of

\_\_\_\_\_,  
(statutes, regulations or powers of attorney)

licence for the right to engage in insurance (reinsurance) activities

in the field of ‘general insurance’ No. \_\_\_\_\_ dated ‘ \_\_\_\_ ’ \_\_\_\_\_ 20\_\_\_\_,  
and the insurance regulations hereof (hereinafter referred to as the Insurance Regulations),  
hereinafter referred to as ‘Insurer’ as the party of the  
first part and

\_\_\_\_\_,  
(Full name (if any) of a natural person, individual identification number or name of the  
legal entity, business identification number) represented by \_\_\_\_\_

\_\_\_\_\_,  
(position, full name and surname (if any)) acting under \_\_\_\_\_  
\_\_\_\_\_.

(statutes, licence or power of attorney) hereinafter referred to as the “Policyholder” as the  
party of the first part, jointly referred to as the “Parties” under the Civil Code of the Republic  
of Kazakhstan (hereinafter referred to as the “Civil Code”), of the Law of the Republic of  
Kazakhstan “On Insurance

Activity”, the Law of the Republic of Kazakhstan “On Public Procurement” have  
concluded this insurance agreement for the purposes of securing the fulfilment of the  
agreement on public procurement of goods (works, services) /securing an advance in the  
amount equal to the advance (in case the agreement on public procurement provides for an  
advance) dated ‘ \_\_\_\_ ’ \_\_\_\_\_ 20\_\_\_\_, No. \_\_\_\_\_ (hereinafter referred to as the  
Agreement) as follows.

## **Chapter 1: Basic concepts used in this Agreement**

The following basic concepts are used herein:

1) Beneficiary means a person who pursuant hereto is a recipient of insurance payment (customer as per sub-paragraph 27) of Article 3 of the Law of the Republic of Kazakhstan “On Public Procurement”);

2) Insurer means a legal entity registered as an insurance company and holding a licence for insurance activities issued by the competent authority for regulation, control and supervision of the financial market and financial organisations, which is obliged, upon occurrence of an insured event, to make an insurance payment to the person in whose favour this Agreement has been concluded (Beneficiary) within the amount (sum insured) specified herein;

3) Policyholder means a person who has concluded this Agreement with the Insurer (“Supplier” as per sub-paragraph 24) of Article 3 of the Law of the Republic of Kazakhstan “On Public Procurement”);

4) insured event means the fact of occurrence of civil liability of the Policyholder for compensation of damage caused to property interests of the Beneficiary;

5) insurance object means a property interest of the Policyholder related to his/her obligation to indemnify property damage caused to the Beneficiary as a result of

non-performance or improper performance of his/her obligations under the agreement on public procurement of goods (works, services);

6) sum insured means the amount of money for which the insured object is insured and which represents the limit of the Insurer's liability upon occurrence of the insured event;

7) insurance premium means an amount of money that the Policyholder is obliged to pay to the Insurer for the latter's assumption of obligations to make an insurance payment to the Beneficiary in the amount specified herein;

8) insurance benefit means an amount of money paid by the Insurer to the Beneficiary within the limits of the sum insured in case of occurrence of an insured event.

## **Chapter 2: Scope of the Agreement**

The Policyholder shall be obliged to pay the insurance premium and the Insurer shall be obliged to make an insurance payment to the Beneficiary to the extent and on the terms and conditions prescribed hereunder, upon occurrence of an insured event.

## **Chapter 3: Beneficiary**

The Beneficiary hereunder shall be as follows

---

(name of the customer)

---

(legal address)

---

(customer's business identification number)

## **Chapter 4. Size of the sum insured and insurance premium**

4.1. The sum insured hereunder is fixed in the amount of KZT \_\_\_\_\_ (\_\_\_\_\_) (amount in words) (not less than three per cent of the total amount of the agreement on public procurement of goods (works, services) /amount of the advance payment in the amount equal to the advance payment (in case the agreement on public procurement envisages the advance payment).

4.2. The Insurance premium hereunder is KZT \_\_\_\_\_ (\_\_\_\_\_) (amount in words) and shall be payable to the Insurer in a lump sum in full by '\_\_\_\_' 20\_\_ by '\_\_\_\_' 20\_\_.

4.3. The Insurance Premium hereunder shall be payable by the Policyholder by non-cash payment by transferring money to the Insurer's bank account specified herein.

## **Chapter 5. Insured event**

5.1. The insured event hereunder shall be the fact of occurrence of civil liability of the Supplier for compensation of damage caused to the property interests of the Beneficiary.

5.2 The document confirming the occurrence of the insured event shall be a written notification of the Beneficiary sent to the Insurer, accompanied by copies of supporting documents:

- 1) copies of the agreement on public procurement of goods (works, services);
- 2) notifications, demands, claims, claims, warnings sent to the Policyholder on non-performance or improper performance of the agreement on public procurement of goods (works, services);
- 3) copies of acts of acceptance and transfer of goods, work performed, services rendered, if any and signed by the Policyholder and the Beneficiary;
- 4) a copy of the reconciliation acts on settlements for accepted goods, performed works, rendered services, if any;
- 5) documents that record and confirm the fact of occurrence of the insured event and the amount of damage caused, if any.

5.3 The intentional creation of an insured event, as well as other fraudulent actions aimed at illegal receipt of insurance payment shall entail liability in accordance with the Criminal Code of the Republic of Kazakhstan.

## **Chapter 6. Rights and Obligations of the Parties**

6.1. The Policyholder shall be entitled to:

- 1) demand from the Insurer an explanation of the insurance rules, insurance terms and conditions, their rights and obligations hereunder;
- 2) to receive a duplicate of the Insurance Agreement in case of its loss;
- 3) to prematurely terminate the Agreement on the grounds prescribed hereunder.

6.2. The Policyholder shall be obliged:

- 1) upon conclusion hereof, to submit to the Insurer the required information and documents confirming the submitted information (upon the Insurer's request);
- 2) upon conclusion hereof, to inform the Insurer of all circumstances known to him/her for assessment of the insured risk;
- 3) to pay the insurance premium in the amount, procedure and terms specified in paragraph 4.2. hereof;
- 4) to inform the Insurer on the state of the insured risk and immediately, but in any case not later than 3 (three) working days, to notify the Insurer on the increase of the insured risk;
- 5) ensure investigation of the circumstances of occurrence of the insured event;
- 6) to take measures to clarify the causes, course and consequences of the insured event, as well as measures to reduce losses from the insured event;

7) to report the available information on the insured event and provide necessary assistance to the Insurer in investigation of the circumstances of occurrence of the insured event;

8) to provide the Insurer, upon its request, with the Policyholder's authorisation to settle disputes with third parties in a pre-trial or court procedure;

9) to ensure transfer to the Insurer of the right of claim to the person responsible for occurrence of the Insurable Event;

10) within 2 (two) working days upon occurrence of the insured event to submit to the Insurer the documents stipulated in paragraph 5.2. hereof;

11) to reimburse to the Insurer the insurance payment made by the Insurer in full within 30 (thirty) working days from the date of its realisation in cases stipulated by the legislation of the Republic of Kazakhstan. In case of untimely reimbursement to the Insurer of the amount of insurance payment and expenses related to the insurance payment, the Policyholder shall be obliged to pay to the Insurer a penalty in the amount of \_\_\_\_ (\_\_\_\_\_) in words per cent of the amount to be reimbursed, for each day of delay.

12) upon conclusion and during the period of validity hereof notify the Insurer of all existing or concluded civil liability insurance agreements of the Supplier.

6.3 The Insurer shall be entitled to:

1) to verify the information and documents supplied by the Policyholder, as well as the Policyholder's fulfilment of the requirements and terms and conditions hereof;

2) to obtain from the Policyholder information on circumstances that are essential for determining the probability of occurrence of an insured event and the amount of possible damage (insurance risk) and assessment of the insurance risk;

3) to receive the insurance premium in the amount, procedure and terms established herein;

4) to receive notification on occurrence of an insured event and its documentary confirmation;

5) to act on behalf of the Policyholder in judicial bodies when settling disputes in pre-trial or judicial procedure with third parties upon receipt of authorisation from the Policyholder;

6) to demand amendment of the terms and conditions hereof or payment of additional insurance premium commensurate with the increase of risk;

7) after the insurance payment is made, to contest the amount of claims made against the Policyholder in the procedure established by the legislation of the Republic of Kazakhstan;

8) after the insurance payment is made, to file a right of reverse claim against the Policyholder in cases mentioned in sub-paragraph 11) of paragraph 6.2. and paragraph 8.1. hereof, or other person responsible for occurrence of the insured event;

9) to request from the relevant state authorities and organisations, based on their competence, documents confirming the fact of occurrence of the Insurable Event and the amount of damage caused to the Beneficiary.

6.4 The Insurer shall be obliged to:

- 1) to familiarise the Policyholder with the insurance regulations, insurance terms and conditions, his/her rights and obligations hereunder;
- 2) to timely accept the Policyholder's application on occurrence of an insured event;
- 3) in case of non-performance or improper performance by the Policyholder of its obligations under the agreement on public procurement of goods (works, services) to fulfil the claim of the Beneficiary on payment of the insurance amount due by way of insurance payment within 5 (five) working days from the date of receipt of the notification and documents specified in paragraph 5.2. hereof, confirming the occurrence of the insured event on the part of the Policyholder;
- 4) ensure the secrecy of the insurance;
- 5) reimburse the policyholder for the expenses incurred by the policyholder to reduce losses in case of an insured event;
- 6) in cases when the Policyholder or his/her representative fails to submit all documents required, immediately, but not later than 2 (two) working days, notify them in writing of the missing documents.

6.5 The Beneficiary shall have the right to receive the insurance benefit in the amount, procedure and terms specified herein.

6.6. In the event of non-performance or improper performance by the Policyholder of obligations under the agreement on public procurement of goods (works, services), the Beneficiary shall send to the Insurer a claim for payment of insurance payments.

6.7 The Policyholder, Insurer and Beneficiary shall have rights and obligations envisaged by the laws of the Republic of Kazakhstan and this Agreement.

#### **Chapter 7: Establishing the amount of the insurance benefit and the procedure for its realisation**

7.1. The fact of occurrence of an insured event shall be established based on a request for non-performance or improper performance of obligations by the Policyholder under the agreement on public procurement of goods (works, services) sent by the Beneficiary in writing, specifying the payment details of the Beneficiary, as well as a complete list of documents specified in paragraph 5.2. hereof.

7.2 The Insurance indemnity shall be made within the limits of the Sum insured set forth herein and may not exceed it.

7.3 The insurance benefit shall be paid out if the insured event has occurred during the validity period hereof.

#### **Chapter 8: Right of recourse against the person responsible for the occurrence of an insured event**

8.1. The Insurer who has made the Insurance Indemnity shall be entitled to a right of recourse against the Policyholder to the extent of the Sum Insured.

8.2 The Insurer who has made the insurance benefit shall, to the extent of the amount paid by the Insurer, acquire the right of recourse that the Policyholder has against the person responsible for the losses indemnified by the Insurer as a result of the insurance.

8.3 Upon receipt of the insurance benefit by the Beneficiary, the Policyholder shall be obliged to hand over all documents and evidence to the Insurer and inform the Insurer of all information required for the Insurer to exercise the right of claim that has passed to it.

## **Chapter 9. Grounds for exemption of the insurer from making an insurance payment**

9.1. The grounds for the insurer's refusal to make an insurance payment may be as follows :

- 1) receipt by the Beneficiary of the relevant loss compensation from the person responsible for the occurrence of the insured event;
- 2) realisation by the Insurer of an insurance payment in the amount of the Sum Insured;
- 3) the grounds envisaged in Article 839, paragraph 2 of the Civil Code.

9.2 The insurance shall not cover moral damage, loss of profit, losses, fines, forfeits, penalties of the Beneficiary/Insurer.

## **Chapter 10. Liability of the parties and force majeure circumstances**

10.1. The Parties shall be liable for non-fulfilment or improper fulfilment of the terms and conditions hereof in line with this Agreement and legislative acts of the Republic of Kazakhstan.

10.2 The Parties hereto shall be released from liability for partial or full non-fulfilment of obligations hereunder, if proper fulfilment has become impossible due to force majeure circumstances.

10.3. Force majeure circumstances shall be extraordinary and unavoidable circumstances, including natural phenomena, military actions, state of emergency and other similar circumstances, which the Parties could not foresee and which directly affected the performance hereof.

Such circumstances shall not include, in particular, unavailability of goods, works or services required for performance on the market.

10.4. Within 2 (two) working days after the termination of force majeure circumstances, the Party involved shall notify the other Party in writing of the termination of force majeure circumstances and resume performance of its obligations.

10.5 Inadequate notification shall deprive the Party of the right to refer to any of the above-mentioned circumstances as a ground exempting from liability for non-performance or improper performance of obligations hereunder.

10.6 The force majeure circumstances shall be confirmed by documents of the relevant competent public authorities and organisations.

## **Chapter 11. Term of validity of the Agreement**

11.1. This Agreement shall become effective and binding for the Parties from the moment of payment of the insurance premium by the Policyholder and shall remain in force until the moment of full fulfilment by the Supplier of its obligations under the agreement on public procurement of goods (works, services), namely ‘ ’ \_\_\_\_\_ 20\_\_ year (date of termination of the agreement on public procurement).

11.2 The period of validity of the insurance cover shall coincide with the period of validity hereof.

11.3 The place of validity hereof shall be the territory of the Republic of Kazakhstan.

## **Chapter 12. Amendments to the terms and conditions of the Agreement**

Amendments to the terms and conditions hereof shall be made by mutual consent of the Policyholder and the Insurer with the written consent of the Beneficiary, based on an application of one of the Parties within 5 (five) working days from the date of receipt of the application by the other Party with the consent of the Beneficiary enclosed and shall be formalised by an addendum of the Parties hereto.

## **Chapter 13. Termination and early termination of the Agreement**

13.1. This Agreement shall be deemed terminated in the following cases:

1) expiry of the term hereof;

2) early termination hereof pursuant to Article 841 of the Civil Code;

3) the Insurer shall make insurance payments in the amount of the total sum insured set forth herein for an insured event that has taken place during the term of validity hereof.

13.2. Should the early termination hereof be caused by failure to fulfil its terms and conditions due to the fault of the Insurer or impossibility of fulfilment hereof by the Insurer, the Insurer shall be obliged to return to the Policyholder the insurance premium paid by the Policyholder in full.

13.3 Upon early termination hereof for the reason specified in sub- paragraph 2) of paragraph 13.1 hereof, the Insurer shall be entitled to a part of the insurance premium in proportion to the time during which the insurance has been in force minus administrative expenses in the amount of \_\_ (\_\_) per cent of the amount of the premium to be refunded.

13.4. When early termination hereof is caused by the Policyholder's failure to fulfil its terms and conditions, the paid insurance premium shall not be refunded.

13.5. Termination hereof shall not release the Insurer from the obligation to make an insurance payment to the Beneficiary for the insured events recognised subsequently as insured events, which occurred during the period of validity hereof. The insurance payment shall be made by the Insurer who has concluded this Agreement, within the period of validity of which the insured event has occurred.



Such claims of the Beneficiary shall be sent to the Insurer not later than 3 (three) years from the date of expiry hereof.

**Chapter 14. Dispute resolution procedure**

14.1. Mutual relations of the Parties not regulated by the provisions hereof shall be governed by the laws of the Republic of Kazakhstan.

14.2 All disputes arising between the Parties hereunder shall be resolved through negotiations.

14.3 Disagreements on which the Parties have not reached an agreement shall be resolved in court in conformity with the legislation of the Republic of Kazakhstan.

**Chapter 15. Final provisions**

15.1. Annexes, amendments and additions hereto shall be an integral part hereof and shall have legal force only if they are made in writing and signed by both Parties.

15.2 The Parties shall fulfil the requirements of the Law of the Republic of Kazakhstan “On Combating Legalisation (Laundering) of Proceeds of Crime and Terrorism Financing”, including by submitting the necessary documents, information, assurances.

15.3. Other relations not envisaged by the terms and conditions hereof shall be regulated by the Civil Code.

15.4 The Agreement is drawn up in 3 (three) copies in the state and Russian languages having equal legal force for each of the Parties and one for the Beneficiary.

15.5. Neither of the Parties shall be entitled to transfer its rights and obligations hereunder to a third party without the written consent of the other Party and the Beneficiary.

15.6. The Parties shall be obliged to keep confidentiality of information transferred to each other and agreements reached, except for cases envisaged by the legislation of the Republic of Kazakhstan.

**Chapter 16. Details of the Parties:**

INSURER	POLICY HOLDER
Name: _____	Name: _____
Address: _____	Address: _____
BIN _____	IIN/BIN _____
IIC _____	IIC _____
BIK (sort code) _____	BIK (sort code) _____
Resident___/_____	Resident___/_____
Non-resident ____	Non-resident ____
(specify the country)	(specify the country)
Type of economic activity _____	Type of economic activity _____
Economic sector code _____	Economic sector code _____
_____	

(Surname, name, patronymic (if any), signature)

\_\_\_\_\_  
(Surname, name, patronymic (if any), signature)

Annex 46  
to the Rules for Public Procurement  
Document form

Customer's name \* \_\_\_\_\_ IIN/BIN\*

The Power of Attorney shall be valid until ' \_\_\_\_ ' \_\_\_\_\_ 20 \_\_\_\_ \*\*\*

\_\_\_\_\_  
name of the recipient, IIN/BIN and its address\*

\_\_\_\_\_  
name of the payer, IIN/BIN and its address\*

IIC No. \_\_\_\_\_ at \_\_\_\_\_

name of the treasury body/bank \*

**Power of Attorney No. \_\_\_\_ \*\*\* (electronic form)**

Date of issue " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ \*

Issued to \_\_\_\_\_ \*\*\*

position, surname, first name, patronymic

Identity card (passport), series \_\_\_\_ No. \_\_\_\_ dated ' \_\_\_\_ ' \_\_\_\_ 20 \_\_\_\_ \*\*\*

\_\_\_\_\_  
by whom the certificate (passport) has been issued and when

To receive from \_\_\_\_\_

supplier's name \*

assets under agreement No. \*\*\* \_\_\_\_\_

name, number and date of the document \*\*\*

Number in sequence *	Name of assets *	Additional feature ** *	Measuring unit*	Quantity (in words) * **
1	2	3	4	5
			Total	

Signature of the person who received the power of attorney (full name (if any)) \*

\_\_\_\_\_  
(EDS) hereby certify that:

Head of the Organisation:

Accountant-in-Chief:

\_\_\_\_\_/\_\_\_\_\_  
signature (EDS) printed name\*

\_\_\_\_\_/\_\_\_\_\_  
signature (EDS) printed name\*

Note.

The period of validity of the power of attorney shall be established by the state institution acting as a customer for public procurement, depending on the period of receipt and export of the relevant assets, but not exceeding ten calendar days.

\* filled in automatically by the public procurement web-portal;

\*\*\* to be filled in by the customer

Abbreviations:

BIN - business identification number;

IIN - individual identification number;

IIC - individual identification code;

Full name - surname first name patronymic (if any);

EDS – electronic digital signature.

Annex 47  
to the Rules for Public Procurement  
Document form

Supplier\*

IIN/BIN\*

Document number \*\*

Preparation date\*

**Consignment note for stock outs (electronic form))**

Organisation individual entrepreneur) - sender *		Organisation individual entrepreneur)-recipient *		Responsible for delivery (full name and surname, if any)*		Transport organisation **		Goods and transport consignment note (number, date)**		
Number in sequence *	No. of the Agreement **	Name, Feature**	Additional feature **	Nomenclature number **	Unit of measurement *	Quantity		Price per unit, in tenge *	Amount including VAT, in tenge *	Amount of VAT, in tenge *
						subject to release **	released**			
1	2	3	4	5	6	7	8	9	10	11
Total								x		

Total quantity of stock released (in words)\_\_\_\_\_ in the amount of  
(in words), in KZT \_\_\_\_\_\*

Under Power of Attorney No.\*\* \_\_\_\_\_

of "\_\_\_\_" \_\_\_\_\_ 20 \_\_\_\_\_

issued by\*

Release of goods authorised by full name\*\*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Position\*\* Signature (EDS) printed name\*

\_\_\_\_\_  
The stock has been received by\_\_\_\_\_/\_\_\_\_\_  
signature (EDS) printed name\*

Chief Accountant Full name\*\*

\_\_\_\_\_/\_\_\_\_

stamp here signature (EDS) printed name\*

Released by\*\*\_\_\_\_\_/\_\_\_\_\_

signature (EDS) printed name \*

Note:

\* filled in automatically by the public procurement web portal;

\*\* filled in by the supplier;

Abbreviations:

BIN - business identification number;

IIN - individual identification number;

VAT –value added tax;

Full name– surname, name, patronymic (if any);

EDS – electronic digital signature.

Annex 48

to the Rules for Public Procurement

### Act of acceptance and transfer of the goods(s)

No. \_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_

Document number\* date of signature \*

(the date and time of signing of the act by the customer shall be fixed)

This is to certify that \_\_\_\_\_ (Supplier), in conformity with the  
(Supplier's name\*) Agreement (and an Addendum)

\_\_\_\_\_ No. \_\_\_\_\_ of 20 \_\_\_\_\_

(name of the agreement (addendum), date and number \*)

represented by the undersigned representatives of the Supplier, transferred, and

\_\_\_\_\_ (Customer),

represented by the undersigned (name of the Customer\*)

of the Customer's representatives accepted:

Good details **								
No	Place of delivery of goods	Name of the good	Nomenclature (factory ) number ( if any)	Unique code (if any)	Measuring unit	Quantity	Price per unit (tenge) , including VAT/no VAT	Amount, KZT
	1	2	3	4	5	6	7	8
1								
...								

The value of the goods (s) in conformity with this act, under the Agreement, is as follows \*\*KZT \_\_\_\_\_ (in numbers, in words),

including VAT/VAT excluded,

Supplier's name*	IIN/BIN*	IIC/BIK (sort code)*	Bank***	Legal address*	Supplier's representative s**		Hereby approve**	
					Full name, position	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9

Information concerning the Agreement							
1	General data						
	Total value of the Agreement *	Amount of advance payments **	Payment amount from Previously recognised amounts the commencement of the Agreement ***	Previously recognised amounts***	Amount of forfeit (fine, penalty) for late delivery or improper fulfilment (partial non-fulfilment) of obligations ***		Number of days overdue ***
	1	2	3	4	5	6	
2	Unified Budgetary Classification of Expenditure Code: Programme/Sub-programme/ Specification ***						
3	Actual costs, including those incurred by the supplier under this act ***						
	Name of the good*	Measuring unit*	Quantity*	price per unit, KZT*	Amount, KZT*		
	1	2	3	4	5		
1							
...							
4	Amount required to be transferred to the Supplier ***						

Annex: list of electronic copies of documents (to be enclosed by the supplier/customer if any))

Customer's name *	IIN/BIN *	IIC/BIK (sort code)*	Bank*	Legal address**	Customer representatives***				Approved by (Head of the organisation) *	
					Responsible for acceptance of goods		Responsible for proper execution (requisites, specifics)			
					Full name, position	signature	Full name, position	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9	10	11

Note:

\* to be filled in automatically by the public procurement web-portal;

\*\* to be filled in by the supplier;

\*\*\* to be filled in by the customer.

The bank details (IIC/BIC/Bank) filled in by the Supplier and the Customer shall correspond to the bank details of the concluded Agreement and shall be available only to the Parties.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

VAT - value added tax;

Full name – surname, first name, patronymic (if any)).

Annex 49  
to the Rules for Public Procurement

# **ACT OF ACCEPTANCE AND TRANSFER\*** **documents of title (coupons/fuel cards) Lot No.**

" \_\_\_\_ " \_\_\_\_ 20 \_\_\_\_

This act is made in that \_\_\_\_\_

(Supplier), in compliance with the agreement on state procurement of goods

No. \_\_\_\_ of " \_\_\_\_ " \_\_\_\_ 20 \_\_\_\_ represented by the undersigned

the Supplier's representative has handed over, and \_\_\_\_\_

—  
(Customer), represented by the undersigned representative of the Customer accepted:  
coupons/fuel cards

	Number in sequence	Name	for the volume (volume specified in the supply agreement in terms of coupons/cards)			
			Quantity	Measuring unit		
	1	Coupons				
	2	Cards				
		Total				

This Act with the enclosed itemised report indicating the numbers of coupons/fuel cards is drawn up in two copies having equal legal force, one copy for each of the Parties and is an integral part of the Agreement between the Parties.

Supplier

" \_\_\_\_\_ "

\_\_\_\_\_/\_\_\_\_\_

Customer

" \_\_\_\_\_ "

\_\_\_\_\_/\_\_\_\_\_

\* Not a prepayment document.

Annex 50  
to the Rules for Public Procurement

**Certificate of the completed work \*\*\*\***

No. \_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ of 20 \_\_\_\_

Document number\*

date of signing\* (the date and time of signing of the act by the customer shall be recorded)

This certificate is made to the effect that \_\_\_\_\_ (Performer),

(name of the Performer \*) in compliance with the agreement

(and an addendum) \_\_\_\_\_ No. \_\_\_\_\_ of 20 \_\_\_\_\_,

represented by (name of the agreement (addendum), date and number\*)

the undersigned representatives of the Performer, has fulfilled, and \_\_\_\_\_

\_\_\_\_\_  
(Customer), represented by the undersigned representatives (name of the Customer\*)  
of the Customer has accepted:

Information on the work completed**							
No.	Place of execution of works	Date/period of work performance	Name	Measuring unit	Quantity	Price per unit (tenge), including VAT/VAT excluded	Amount, KZT
	1	2	3	4	5	6	7
1							
...							

The cost of the work performed under this act, pursuant to the Agreement, is as follows\*\*  
\_\_\_\_\_ KZT, including VAT/VAT excluded, (in figures, in words)

Name of the Performer *	IIN/ BIN*	IIC/ BIK (sort code)*	Bank**	Legal address***	Performer's representatives**		Approved by**	
					Full name, position	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9

Contractual information						
1	General information					
	Total value of the Agreement *	Amount of advance payments **	Payment amount from the commencement of the Agreement **	Previously recognised amounts ***	The amount of forfeit (fine, penalty) for delay in terms of work performance or improper fulfilment (partial non-fulfilment) of obligations * **	Number of days overdue * **
	1	2	3	4	5	6

2	Unified Budgetary Classification of Expenditure Code: Programme/Sub-programme/Specification ***					
3	Actual works performed under this act (name of works in the context of their subspecies in compliance with the technical specification, task, work schedule, if any)***)					
	Name*	Date/period of work performance *	Unit of measurement *	Quantity *	price per unit, KZT *	amount, in KZT *
	1	2	3	4	5	6
1						
...						
4	Amount required to be transferred to the Supplier ***					

Annex: list of electronic copies of documents (to be enclosed by the supplier/customer, if any)

Name of the Performer *	IIN/BIN *	IIC/BIK (sort code)*	Bank**	Legal address ***	Performer's representatives*				Approved by (head of the organisation) *	
					Responsible for acceptance of goods		Responsible for the accuracy of registration (requisites, specifics)			
					Full name,	signature	Full name,	signature	Full name,	signature
1	2	3	4	5	6	7	8	9	10	11
2-B form										

Act of completed works No. \_\_\_\_\_ for 20

Customer: \_\_\_\_\_

(full name, address, communications details)

Contractor: \_\_\_\_\_

(full name, address, communications details)

Construction site: \_\_\_\_\_

(name, address):

Facility \_\_\_\_\_

(name) Contractor's agreement (contract) No. \_\_\_\_\_ of \_\_\_\_\_

Number		Standard code and resource codes	Name of works and costs	Measuring unit	Works completed		
In sequence	Estimated items				Quantity	Price per unit	Cost, KZT
1	2	3	4	5	6	7	8
TOTAL							
Delivered by (Contractor)				Accepted by (Customer)			
_____ (organisation name)				_____ (organisation name)			



stamp here (position, signature, printed name)		stamp here (position, signature, printed name)
--	--	--

Technical supervision expert(s): \_\_\_\_\_

\_\_\_\_\_  
(position, surname, (signature) name, patronymic)

Expert(s) of author's supervision: \_\_\_\_\_

\_\_\_\_\_  
(position, surname, (signature) name, patronymic)

Note:

\* to be filled in automatically by the public procurement web portal;

\*\* to be filled in by the supplier;

\*\*\* to be filled in by the customer;

The bank details (IIC/BIC/Bank) filled in by the Supplier and the Customer shall correspond to the bank details of the concluded Agreement and shall be available only to the Parties.

\*\*\*\*is used for acceptance of completed works, except for construction and installation works executed on the web portal in compliance with the legislation of the Republic of Kazakhstan on architectural, town-planning and construction activities.

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 51  
to the Rules for Public Procurement

## Act of the services rendered

No. \_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ 20\_\_

Document number\*

date of signing\* (the date and time of signing of the act shall be fixed by the customer)

This act is drawn up that \_\_\_\_\_ (Supplier),

(Supplier name\*)

in line with the agreement (and an addendum) \_\_\_\_\_

No. \_\_\_\_\_ of 20 \_\_\_\_\_ (name of the agreement ('addendum'), date and number\*),  
represented by the undersigned representatives

of the Supplier, has performed and \_\_\_\_\_ (Customer), represented  
by the undersigned (name of the Customer\*)

representatives of the Customer has accepted:

Information on the service provided **						
No.	Place of service provision	Name of service	Measuring unit	Quantity	Price per unit (tenge), including VAT / V A T excluded	Amount, KZT
	1	2	4	5	6	7
1						

The cost of services rendered under this act, pursuant to the Agreement, shall be as follows \*\*

\_\_\_\_\_ KZT, including VAT/VAT excluded, (in numbers, in words)

Name of Supplier *	IIN/ BIN*	IIC/ BIK (sort code) *	Bank**	Legal address***	Performer's representatives**		Approved by **	
					Full name, position	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9

#### Contractual information

1	General data						
	Total value of the Agreement *	Amount of advance payments **	Payment amount from the commencement of the Agreement **	Previously recognised amounts **	Amount of forfeit (fine, penalty) for delay in terms of rendering services or improper fulfilment (partial non-fulfilment) of obligations***	Number of days overdue***	
	1	2	3	4	5	6	
2	Unified Budgetary Classification of Expenditure Code: Programme/ Sub-programme/Specification ***						
3	Services actually rendered under this act (name of services in the context of their subspecies in accordance with the technical specification, task, schedule of services, if any)						
	Name of the service *	Date/ period of service provision *	Measuring unit*	Quantity*	Price per unit, KZT*	Amount, KZT *	Information on the report on scientific research, marketing , consulting and other services (date, number, number of pages) (if any)) ** **
	1	2	3	4	5	6	7
1							
4	Amount required to be transferred to the Supplier ***						

Annex: list of electronic copies of documents (to be enclosed by the supplier/customer, if any)

Customer's name *	IIN/BIN *	IIC/ BIK (sort code)***	Bank***	Legal address**	Customer representatives *				Approved by (Head of the organisation) *	
					Persons responsible for accepting the service		Persons responsible for accuracy of registration (requisites, specifics))			
					Full name, position	signature	Full name, position	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9	10	11

Note:

\*to be filled in automatically by the public procurement web portal

\*\*to be filled in by the supplier;

\*\*\* to be filled in by the customer;

The bank details (IIC/BIC/Bank) filled in by the Supplier and the Customer shall correspond to the bank details of the concluded Agreement and shall be available only to the Parties.

\*\*\*\* to be filled in by the customer in case there is a report on scientific research, marketing, consulting and other services;

Abbreviations:

BIN - business identification number;

BIK (sort code) - bank identification code;

IIC - individual identification code;

IIN - individual identification number;

VAT - value added tax;

Full name - surname first name patronymic (if any).

Annex 52  
to the Rules for Public Procurement

## Report on in-country value in procured goods

No. of Goods (n)	Quantity of goods purchased by the supplier for the purpose of fulfilment of the agreement	Price of goods KZT	Cost (CTi) KZT	Share (in-country value) as per the Certificate CT-KZ (Mi) %	Certificate CT-KZ		Country of origin
					Number	Date of issue	
1							



Agreement No. (m)	Cost of the Agreement (CAj) KZT	Total value of goods under the agreement (TGj) KZT	Total value of sub-agreements under the agreement TVS(j) KZT	Share of labour remuneration fund of Kazakhstani personnel fulfilling the j-th agreement (Rj) %	No. of Goods (n)	Quantity of goods Purchased by the supplier for the purpose of fulfilment of the agreement	Price per good KZT	Cost (CTi) KZT	Share of ICVT according to ST-KZ Certificate (Mi) %	Certificate ST-KZ		Country of origin
										Number	Date of issue	
1					1							
2					2							
m					n							
TOTAL												

Calculation of intra-country value in a work (service) agreement (hereinafter - ICVTw/s), excluding a work (service) agreement purchased under subsoil use agreements concluded as of 1 January 2015 or agreements whose validity term has been changed after 1 January 2015, shall be made in line with paragraph 6 of the Uniform Methodology for Calculation of Intra-Country Value by Organisations in the Procurement of Goods, Works and Services, approved by Order No. 260 of the Minister of Investment and Development of the Republic of Kazakhstan of April 20, 2018 (recorded in the Register of State Registration of Regulatory Legal Acts under No. 16942) (hereinafter - the Unified Methodology), using the following formula:

$$ICV_{w/s} = 100\% * \sum_{j=1}^m \frac{(VA_j - V_j - TVS_j) * R_j}{\sum_{i=1}^n (V_i * M_i)}$$

S

where:

m – total number of j-th agreements concluded for the purpose of performance of work (rendering of service), including agreement between the customer and the supplier, agreements between the supplier and the sub-contractor (co-performer);

j – serial number of the agreement concluded for the purpose of performing work (rendering a service);

VAj – value of j-th agreement;

Vj – total value of goods purchased by the supplier or sub-contractor for the purpose of fulfilment of the j-th agreement;

TVSj – total value of sub-contractor (co-executor) agreements concluded for the purpose of fulfilment of the j-th agreement;

R<sub>j</sub> – share of the labour remuneration fund of Kazakhstani personnel in the total labour remuneration fund of employees of the supplier or sub-contractor (co-executor) performing the j-th agreement;

n – total number of items of goods purchased by the supplier or sub-contractor (co-executor) for the purpose of fulfilment of the j-th agreement;

i – sequence number of goods purchased by the supplier or sub-contractor for the purpose of fulfilment of the j-th agreement;

V<sub>i</sub> – value of i-th product;

M<sub>i</sub> – the share of in-country value in the goods, specified in the certificate of origin of goods form “ST-KZ”, approved by order No. 454-N of the Minister of Trade and Integration of the Republic of Kazakhstan of July 13, 2021, “On Approval of the Rules for Identifying the Country of Origin of Goods, the Status of Goods of the Eurasian Economic Union or Foreign Goods, the Issuance of the Certificate of Origin of Goods and Cancellation of its Validity, the Establishment of the Forms of the Certificate of Origin of Goods”, (recorded in the Register of State Registration of Regulatory Legal Acts under No. 23514) (hereinafter - certificate of origin of goods of the form “ST-KZ”);

In the absence of a certificate of origin of goods of the form ‘ST-KZ’, unless otherwise established by paragraph 10 of the Unified Methodology, M<sub>i</sub> = 0;

S – total value of the agreement.

R<sub>j</sub> – the share of the labour remuneration fund of Kazakhstani personnel in the total labour remuneration fund of employees of the supplier or sub-contractor performing the j-th agreement, calculated in compliance with paragraph 7 of the Unified Methodology, according to the following formula:

$$R_j = \text{LRFK} / \text{LRF}$$

where:

LRFK – labour remuneration fund of Kazakhstani personnel of the supplier or sub-contractor fulfilling the j-th agreement for the period of validity of the j-th agreement;

LRF – total labour remuneration fund of employees of the supplier or sub-contractor performing the j-th agreement for the period of validity of the j-th agreement.

Branches (representative offices) of legal entities shall not be suppliers or sub-contractors.

Provided that a branch (representative office) of a legal entity is a party to the j-th agreement, when calculating the coefficient R<sub>j</sub>, the total number of employees of such legal entity shall be specified.

Share of in-country value in the agreement (%):

\_\_\_\_\_ stamp here

Surname, first name, patronymic of the head, signature

\*\*IV<sub>w/s</sub> = \_\_\_\_\_

\*\*The total share of in-country value in the agreement shall be stated in numerical format to the hundredths of a fraction.

(0,00). \_\_\_\_\_

Surname, first name, patronymic of the preformer, contact phone number

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1 This paragraph is shown for public institutions, excluding procurement by public institutions financed from funds held in cash control accounts. Indicators are shown separately for each year for each specific category.

2 This paragraph is displayed if the agreement requires an advance payment.

3 This paragraph is displayed if the agreement does not contain an advance payment.

4 This text is displayed when the conditions for all procurement methods are met, except for:

1) public procurement via electronic shop, the value of which does not exceed five hundred times the amount of the monthly calculation indicator established for the relevant financial year by the law on the republican budget;

2) suppliers who are not business entities in the case envisaged by paragraph 6 of Article 27 of the Law;

3) agreements within the framework of treasury support.

5 This text shall be displayed upon occurrence of the case specified in Article 13 of the Law.

6 when selecting the supplier as “Contractor” for construction, building and assembly works, the certificate of completed works shall be displayed as per Form 2-B.

7 This paragraph shall be reflected for all procurement methods, except for the method of request for quotations.

8 This paragraph shall be displayed in case of procurement under subparagraph 36 of paragraph 3 of Article 16 of the Law.

Annex 2 to order No. 687  
of the Minister of Finance  
of the Republic of Kazakhstan  
of October 9, 2024

### **List of some orders of the Ministry of Finance of the Republic of Kazakhstan that are no longer in force**

1. Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 12590).

2. Order No. 93 of the Minister of Finance of the Republic of Kazakhstan of February 29, 2016 “On Amendments and Additions to Order No. 648 of the Minister of Finance of the

Republic of Kazakhstan of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 13554).

3. Order No. 521 of the Minister of Finance of the Republic of Kazakhstan of October 3, 2016 “On Amendments and Additions to Order No. 648 of the Minister of Finance of the Republic of Kazakhstan of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 14331).

4. Order No. 683 of the Minister of Finance of the Republic of Kazakhstan of December 22, 2016 “On Amendments and Additions to Certain Orders of the Minister of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 14593).

5. Order of the Minister of Finance of the Republic of Kazakhstan No. 157 of March 10, 2017 “On Amendments and Additions to Order No. 648 of the Minister of Finance of the Republic of Kazakhstan of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 15001).

6. Order of the Minister of Finance of the Republic of Kazakhstan No. 384 of June 15, 2017 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 15340).

7. Order of the Minister of Finance of the Republic of Kazakhstan No. 739 of December 22, 2017 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 16118).

8. Order of the Minister of Finance of the Republic of Kazakhstan No. 562 of June 13, 2018 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 17085).

9. Order of the Minister of Finance of the Republic of Kazakhstan No. 1130 of December 29, 2018 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 18134).

10. Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 142 of February 27, 2019 “On Amendments to



Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 18353).

11. Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 545 of June 5, 2019 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 18797).

12. Paragraph 2 of Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 1018 of September 18, 2019 “On Some Issues of Implementation of the Pilot Project on Application of Supplier Liability Insurance Agreement as a Type of Security of Advance Payment at the Conclusion of Public Procurement Agreements” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 19396).

13. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended, approved by Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 1296 of November 28, 2019 “On Amending Some Orders of the Minister of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 19693).

14. Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 1438 of December 27, 2019 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of the State Registration of Regulatory Legal Acts under No. 19783).

15. Order of the Acting Minister of Finance of the Republic of Kazakhstan No. 92 of January 31, 2020 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 ‘On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 19955).

16. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended, approved by Order of the First Deputy Prime Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan No. 205 of February 28, 2020 “On Amending Some Orders of the Minister of Finance of the Republic of Kazakhstan” (registered in the Register of State Registration of Regulatory Legal Acts under No. 20080).

17. Order of the Minister of Finance of the Republic of Kazakhstan No. 936 of September 29, 2020 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan

No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 21320).

18. Order of the Minister of Finance of the Republic of Kazakhstan No. 1050 of 28 October 2020 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 21527).

19. Paragraph 1 of the amendments and additions to some orders of the Ministry of Finance of the Republic of Kazakhstan, approved by Order of the Minister of Finance of the Republic of Kazakhstan No. 139 of February 23, 2021 “On Introduction of Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 22257).

20. Sub-paragraph 1) of paragraph 1 of Order of the Minister of Finance of the Republic of Kazakhstan No. 431 of May 5, 2021 “On Introduction of Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (registered in the Register of State Registration of Regulatory Legal Acts under No. 22699).

21. Order of the Minister of Finance of the Republic of Kazakhstan No. 498 of May 28, 2021 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 22874).

22. Order of the Minister of Finance of the Republic of Kazakhstan No. 581 of June 17, 2021 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 23120).

23. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended and supplemented, approved by Order of the Minister of Finance of the Republic of Kazakhstan No. 863 of August 25, 2021 “On Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 24120).

24. Order of the Minister of Finance of the Republic of Kazakhstan No. 35 of January 14, 2022 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 26503).

25. Order of the Minister of Finance of the Republic of Kazakhstan No. 332 of March 30, 2022 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 27335).

26. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 570 of June 9, 2022 “On Introducing Amendments and Additions to Order of

the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 28417).

27. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 904 of August 31, 2022 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 29414).

28. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 990 of September 26, 2022 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 2992).

29. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 1061 of October 13, 2022 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 30253).

30. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended, approved by Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 1110 of October 31, 2022 “On Amending Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 30373).

31. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 67 of January 26, 2023 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 31784).

32. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 225 of March 1, 2023 “On Amending and Supplementing Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of Public Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 31994).

33. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 402 of April 20, 2023 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 32337).

34. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 846 of August 10, 2023 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 33283).

35. Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 1049 of October 4, 2023 “On Introducing Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 33509).

36. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended and supplemented, approved by Order of the Deputy Prime Minister - Minister of Finance of the Republic of Kazakhstan No. 1263 of December 7, 2023 “On Introducing Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 33740).

37. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended and supplemented, approved by Order of the Minister of Finance of the Republic of Kazakhstan No. 168 of March 29, 2024 “On Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 34184).

38. Paragraph 1 of the list of some orders of the Minister of Finance of the Republic of Kazakhstan, which are amended and supplemented, approved by Order of the Minister of Finance of the Republic of Kazakhstan No. 218 of April 17, 2024 № 218 “On Introducing Amendments and Additions to Some Orders of the Ministry of Finance of the Republic of Kazakhstan” (recorded in the Register of State Registration of Regulatory Legal Acts under № 34262).

39. Order of the Minister of Finance of the Republic of Kazakhstan No. 495 of July 30, 2024 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 34854).

40. Order of the Minister of Finance of the Republic of Kazakhstan No. 594 of August 29, 2024 “On Amendments to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules of State Procurement” (recorded in the Register of State Registration of Regulatory Legal Acts under No. 35016).

41. Order of the Minister of Finance of the Republic of Kazakhstan No. 676 dated 8 October 2024 “On Amendments and Additions to Order of the Minister of Finance of the Republic of Kazakhstan No. 648 of December 11, 2015 “On Approval of the Rules for Public

Procurement” (registered in the Register of State Registration of Regulatory Legal Acts under No. 35223).

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