



On approval of the Rules for public procurement with the application of special procedure

Invalidated Unofficial translation

Decree of the Government of the Republic of Kazakhstan dated December 31, 2015 No . 1200. Abolished by the Decree of the Government of the Republic of Kazakhstan dated July 14, 2023 No. 587

Unofficial translation

Footnote. Abolished by the Decree of the Government of the Republic of Kazakhstan dated July 14, 2023 No. 587

In accordance with paragraph 3 of Article 50 of the Law of the Republic of Kazakhstan “On Public Procurement” dated December 4, 2015, the Government of the Republic of Kazakhstan **RESOLVES:**

1. To approve the attached Rules for public procurement with the application of special procedure.

2. To recognize as invalid the Resolution of the Government of the Republic of Kazakhstan No. 2072 “On Approval of the Special Procedure for State Procurement for the Defense Needs” dated December 10, 2009.

3. This Resolution shall come into effect from the date of its first official publication.

*Prime Minister
of the Republic of Kazakhstan*

K. Massimov

Approved by the Resolution
of the Government of the
Republic of Kazakhstan
№ 1200 dated December 31, 2015

THE RULES

for public procurement with the application of special procedure

Footnote. As mentioned in the text of the Rules:

the words “from the moment” are replaced by the words “from the day”;

the word "patronymic" is replaced by the words "patronymic (if available)";

the word “received” is replaced by the word “registered”;

the word "Full Name" is replaced by the words "Full Name (if available)” in accordance with Resolution of the Government of the Republic of Kazakhstan No. 910

dated December 29, 2018 (shall come into effect from the date of its first official publication).

These Rules for public procurement using special order (hereinafter referred to as the Rules) have been developed in accordance with paragraph 3 of Article 50 of the Law of the Republic of Kazakhstan "On Public Procurement" (hereinafter referred to as the Law) and shall determine the procedure for public procurement using special order.

Footnote. The preamble - in the wording of the resolution of the Government of the Republic of Kazakhstan of 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

Chapter 1. Planning of public procurement of goods, works, services

Footnote. The title of Chapter 1 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

1. Public procurement with the application of special procedure (hereinafter referred to as the Public procurement) shall be carried out in cases of acquisition:

1) goods, works, services to ensure the needs of Law enforcement and national security, information about which constitutes state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets and (or) contains official information of limited distribution, determined by the Government of the Republic of Kazakhstan;

2) goods, works, services, information about which constitutes state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets and (or) contain official information of limited distribution, determined by the Government of the Republic of Kazakhstan.

2. The decision on public procurement shall be made by the customer only on the basis of approved or updated annual public procurement plan (preliminary annual public procurement plan).

The purchase of goods, work, services not provided for by the approved (specified) annual public procurement plan (preliminary annual public procurement plan) shall be prohibited, except for the acquisition of goods, work, services in accordance with subparagraphs 4), 9), 31), 32) and 35) paragraphs 3 of Article 39 of the Law.

3. The customer shall develop and approve a separate annual public procurement plan (preliminary annual public procurement plan) of goods, works, services, information about which constitutes state secrets and (or) contains official information of limited distribution, determined by the Government of the Republic of Kazakhstan on the basis of the corresponding budget (development plan) or an individual financing plan in accordance with the form of Appendix 1 to these Rules.

On the basis of a positive proposal from the relevant budget commission, the customer shall have the right to develop and approve a preliminary annual public procurement plan prior to approval (clarification) of the relevant budget.

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

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

The annual public procurement plan (preliminary annual public procurement plan) shall be developed in accordance with the Law and shall be approved by an official not lower than deputy chief executive officer of the customer.

Footnote. Paragraph 3 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

Chapter 2. General provisions

Footnote. The title of Chapter 2 - in the wording of the resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

4. For implementation the procedures for organizing and conducting public procurement, the customer shall determine the organizer of public procurement, as well as the official of the customer, representing the interests of the latter in the upcoming public procurement, except when the customer and the organizer of public procurement act in the same person.

5. The organizer of public procurement may be the customer himself or directly in the person of his structural unit responsible for the implementation of procedures for organizing and conducting public procurement.

The customer is entitled to determine the subordinate state institution of the customer as the organizer of public procurement.

The customer is entitled to act as an organizer of public procurement for several government agencies subordinate to the customer.

The customer is entitled for several government agencies subordinate to the customer to determine among them the organizer of public procurement.

The administrator of the budget program is entitled to act as the organizer of public procurement for a state institution subordinate to him, the legal entity in respect of which he shall act as a public administration body, or a person affiliated with a legal

entity in respect of which the budget program administrator shall act as a public administration body.

The administrator of the budget program in accordance with the second part of paragraph 5 of Article 7 of the Law for several legal entities in respect of which he acts as a body of public administration, departments and subordinate organizations can determine among them the organizer of public procurement.

The state enterprise is entitled to act as the organizer of public procurement for its affiliated entities.

A legal entity, fifty or more percent of voting shares (stakes in the authorized capital) of which belong to the state, is entitled to act as the organizer of public procurement for its affiliated entities.

The organizer of public procurement is obliged to determine the official who represents him in relations with the customer, potential suppliers, the relevant committees and the expert, except when the customer and the organizer of public procurement act in the same person. The representative of the organizer of public procurement shall be determined from among the employees of the structural unit responsible for the implementation of procedures for organizing and conducting public procurement.

Footnote. Paragraph 5 as amended by the resolution of the Government of the Republic of Kazakhstan dated 23.02.2022 № 84 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

6. In cases where the organizer is determined in accordance with paragraph 5 of these Rules, customers shall submit to the public procurement organizer, within the time period set by him, the information necessary for organizing and conducting the tender, including:

- 1) extract from the annual plan of public procurement for procured goods, works, services;
- 2) the list and technical specification of the procured goods, works, services, signed and sheet initialed by the head of the customer or by the person performing his duties;
- 3) candidatures for inclusion in the tender and expert committees (expert);
- 4) information on authorized representatives of the customer to participate in public procurement procedures;
- 5) design estimates for the construction of the facility during the procurement of construction works;
- 6) a draft public procurement contract indicating the essential conditions;
- 7) information on potential suppliers for the formation and approval of a list of potential suppliers for special state bodies and organizations under their jurisdiction.

Footnote. Paragraph 6 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first

official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

7. In the event of a change in the information provided for in paragraph 6 of these Rules, the customer (s) shall immediately notify the organizer of public procurement.

8. In case of participation in government procurement of temporary associations of legal entities (consortium), legal entities that are participants in this consortium, in addition to the documents established by these Rules to confirm their qualification requirements, must submit:

1) notarized agreement of joint responsibility concluded between members of legal entities (consortium);

2) notarized copies of the relevant licenses or licenses in the form of a paper copy of an electronic document on the right to provide goods, perform work, provide services in part of the activities stipulated by the agreement on joint economic activities.

Chapter 3. Methods of public procurement

Footnote. The title of Chapter 3 - in the wording of the resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

9. Public procurement shall be carried out in one of the following methods:

1) tender;

2) from one source.

The customer shall determine the method of public procurement in accordance with these Rules.

Chapter 4. Organization and performance of public procurement of goods, works, services carried out by the competition method

Footnote. The title of Chapter 4 - in the wording of the resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

10. Public procurement by tender method shall be carried out without posting on the web portal of public procurement (hereinafter - the web portal) and the Internet resource of customers of the notice of conducting public procurement by tender method (hereinafter - the notice), texts of the tender documentation, signed protocols of opening envelopes with applications for participation in the tender, protocols on preliminary admission to participation in the tender, admission and results of public procurement by tender method, except for the case established by paragraph 10-1 of these Rules.

Footnote. Paragraph 10 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08. 2020 (shall be enforced from the date of its first official publication).

10-1. State procurement by the competition method, with the exception of state procurement by the competition method of special state bodies and organizations under their jurisdiction, shall be carried out by posting on the web portal an announcement of planned state procurement (brief information on the types of goods, works, services).

At the same time, the procedure for forming a list of potential suppliers shall be carried out by the organizer of public procurement, taking into account the requirements provided for by paragraphs 28-1, 28-2, 28-3, 28-4 and 29-1 of these Rules.

Footnote. The rules as added by paragraph 10-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan dated 25.08.2020 No. 535 shall enter into force from the day of its first official publication); as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

11. Organization and conduct of public procurement of goods, works, services, carried out by tender method , shall include the following sequential measures:

1) determination by the customer of the organizer of public procurement of the authorized representative of the customer;

2) determination by the organizer of public procurement of an authorized representative of the public procurement organizer;

3) development by the public procurement organizer of tender documentation, and also formation and approval, if necessary, of the composition of the expert committee (expert);

4) formation and submission for approval by the public procurement organizer of the composition of the tender committee, the secretary of the tender committee;

5) approval by the customer of the tender documentation;

6) approval by the customer, organizer of the list of potential suppliers;

7) placement on the web portal by the public procurement organizer of the announcement on planned public procurement;

8) formation on the web portal by the public procurement organizer of a list of potential suppliers who have applied for participation in the public procurement;

9) checking by the public procurement organizer of potential suppliers who have submitted a request on compliance with the requirements established by paragraph 29-1 of these Rules;

10) sending via the web portal to potential suppliers not included in the list of potential suppliers, notifications indicating the reason for not including them;

- 11) notification by the public procurement organizer of potential suppliers about public procurement of goods, works, services by tender method;
- 12) submission by the public procurement organizer of a copy of the tender documentation to potential suppliers wishing to participate in public procurement of goods, works, services by tender method, as well as entering information about such potential suppliers in the registration log of persons who received the tender documentation;
- 13) clarification by the public procurement organizer of the provisions of the tender documentation to potential suppliers who received a copy of it in the cases referred to in paragraphs 38-40 of these Rules;
- 14) registration by the public procurement organizer of applications for participation in the tender in the registration log;
- 15) opening by the tender committee of envelopes with applications for participation in the tender, and also drawing up the corresponding report of the meeting of the tender committee;
- 16) direction (submission) by the public procurement organizer of copies of the protocol of opening envelopes with bids for participation in public procurement to potential suppliers or their authorized representatives, information about which was entered in the registration log of applications for participation in the tender;
- 17) consideration by the tender committee of applications for participation in the tender to determine potential suppliers that meet the qualification requirements and requirements of the tender documentation;
- 18) formation by the tender committee of the list of potential suppliers who are not admitted to the tender, and drawing up the corresponding protocol on preliminary admission;
- 19) direction (submission) by the public procurement organizer to potential suppliers who have applied for participation in the tender, of copies of the protocol on preliminary admission;
- 20) bringing applications for participation in the tender to conformity with the qualification requirements and requirements of the tender documentation;
- 21) formation by the tender committee of the list of potential suppliers who are admitted to the tender, and drawing up the corresponding protocol of admission;
- 22) direction (submission) by the public procurement organizer to potential suppliers who have applied for participation in the tender, of copies of the protocol of admission;
- 23) recording by the public procurement organizer of information in the registration log of competitive price offers submitted by potential suppliers admitted to the tender, envelopes with tender price offers;

24) opening of envelopes with price bids of the tender participants, assessment and comparison by the tender committee of the price bids (summing up the results of public procurement by tender method);

25) executing and signing by the tender committee of the protocol on the results of public procurement by tender method and directing it by the public procurement organizer to potential suppliers admitted to the tender;

26) conclusion by the customer of a contract on public procurement with the tender winner.

The measures provided for in paragraphs 7), 8), 9) and 10) of this paragraph shall not apply to special state bodies and organizations under their jurisdiction.

Footnote. Paragraph 11 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication); as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

12. The customer shall have the right to refuse to carry out public procurement in the cases provided for by paragraph 13 of Article 5 of the Law.

In this case, the customer or the organizer of public procurement within five working days from the date the customer makes a decision to refuse to make public procurement must:

1) notified of the decision of the persons participating in the ongoing public procurement;

2) return the security of applications for participation in the tender and (or) the security of the execution of the public procurement contract.

Footnote. Paragraph 12 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

Paragraph 1. Development, approval and approval of competition documentation

Footnote. The title of paragraph 1 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

13. The organizer of public procurement to determine the conditions and procedure for conducting public procurement by tender method shall develop tender documents both in Kazakh and Russian languages on the basis of model tender documentation, in accordance with Annex 2 to these Rules, taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets.

14. If the potential supplier is a non-resident of the Republic of Kazakhstan, then to confirm its compliance with the qualification requirements, the same documents shall

be submitted as for residents of the Republic of Kazakhstan, or documents containing similar information about the qualifications of a potential non-resident supplier of the Republic of Kazakhstan with a notarized translation into languages of tender documentation, taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets and agreements ratified by the Republic of Kazakhstan.

15. The competition documentation developed by the organizer of public procurement shall be approved by the first head of the customer either by the person acting as his, or by the head of the budget program, or by the person acting as his.

In case of public procurement in accordance with paragraph 5 of these Rules, the competition documentation shall be approved by the first head of the organizer or the person acting as the organizer.

Footnote. Paragraph 15 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 18.03.2021 № 145 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

15-1. When carrying out public procurement of works requiring design and estimate documentation, instead of the technical specification, the tender documentation shall contain design and estimate documentation that has passed examination in accordance with the legislation of the Republic of Kazakhstan.

Footnote. The Rules have been supplemented by paragraph 15-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

15-2. Material and labor resources necessary for the customer to fulfill obligations under the contract shall be indicated in the technical specification, which is an integral part of the tender documentation.

When carrying out public procurement of construction works (new construction, expansion, technical re-equipment, modernization, reconstruction, restoration and overhaul of existing facilities), development of a feasibility study, design estimates and urban planning documents, a document confirming the possession of a potential supplier of material and labor resources shall be the corresponding permission (license) issued in accordance with the legislation of the Republic of Kazakhstan on permits and notifications.

Footnote. The Rules have been supplemented by paragraph 15-2 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

16. When carrying out public procurement by tender method of homogeneous goods, works, services, the organizer of public procurement is obliged in the tender

documentation to divide homogeneous goods, works, services into lots according to the place of their delivery (execution, provision).

If there are at least five places for the supply of goods and the provision of services, it is allowed to indicate several places for the supply of goods and the provision of services in the lot carried out by the competition method.

Footnote. Paragraph 16 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

Paragraph 2. Approval of the competition committee, expert (expert committee)

Footnote. The title of the paragraph 2 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

17. To carry out the procedures for conducting public procurement of goods, works, services by tender, the organizer of public procurement for each tender separately shall create a tender committee and determine the secretary of the tender committee.

The decision to create a competition committee and determine the secretary of the competition committee is made by the first head of the organizer of public procurement or the head of the apparatus or by the person acting as him.

If the procurement organizer is the customer himself or directly in the person of his structural unit responsible for the organization and conduct of public procurement, the decision to create a tender committee and determine the secretary of the tender committee shall be made by the first head or the person performing his duties.

In the case of public procurement of works, the organizer of public procurement may include in the tender committee representatives of the authorized body in the relevant field of activity in agreement with him, taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets.

In order to develop technical specifications and (or) technical specifications for procured goods, works, services, the public procurement organizer may create an expert committee during the development of tender documentation (involve an expert).

Footnote. Paragraph 17 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 18.03.2021 № 145 (shall enter into force upon expiry of ten calendar days after the day of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

18. The members of the tender committee shall be the chairman, deputy chairman and other members of the tender committee. During the absence of the chairman, his functions shall be performed by the person acting his duties. The total number of members of the tender committee shall be an odd number and be at least three people.

The chairman of the tender committee shall be determined by an official not lower than the deputy first head of the organizer of public procurement. If the organizer of public procurement is the customer himself, the chairman of the tender committee shall be determined by an official no lower than the deputy first manager of the customer. If the organizer of public procurement is the customer in the person of his structural unit responsible for the implementation of the procedures for organizing and conducting public procurement, the chairman of the tender committee must determine an official no lower than the head of this structural unit of the customer.

19. Chairman of the tender committee shall:

- 1) plan work and manage the activities of the tender committee;
- 2) preside at meetings of the tender committee ;
- 3) carry out other functions provided for by these Rules.

20. The tender committee shall act from the day the decision to create it comes into force and ceases to function from the day the contract for public procurement of goods, works, and services was concluded by a tender.

21. Meetings of the tender committee shall be held subject to the presence of simple majority of the total number of members of the tender committee and shall be formalized in a protocol signed by the present members of the tender committee and the secretary of the tender committee. In the absence of any member of the tender committee, the protocol of the meeting of the tender committee shall indicate the reason for his absence from the Annex of a document confirming this fact.

22. The decision of the tender committee shall be taken by open vote and shall be considered adopted if a majority of the votes of the total number of members of the tender committee present at the meeting is cast. In the event of an equal number of votes, the decision shall be considered as voted for by the chairman of the tender committee or, in his absence, by the deputy chairman. In case of disagreement with the decision of the tender committee, any member of the tender committee has the right to a dissenting conclusion, which shall be set forth in writing and appended to the protocol of the meeting of the tender committee.

23. Organizational activity of the tender committee shall be provided 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.

The secretary of the tender committee shall be determined from among the officials of the structural unit of the organizer of public procurement, responsible for organizing and conducting public procurement.

Secretary of the tender committee:

1) shall form the agenda of the meeting of the tender committee, shall provide the tender committee with the necessary documents, shall organize the meeting of the tender committee;

2) shall draw up and sign a protocol for opening envelopes with tender applications, a protocol on admission to participation in the tender, a protocol on the results of the tender, as well as other minutes of the meetings of the tender committee;

3) shall send the customer the protocol of the meetings signed by the tender committee, the expert (expert committee) conclusion;

4) shall ensure the safety of documents and materials of public procurement of goods, works, services by the tender method from the date of opening of tender applications;

5) shall perform other functions provided for by these Rules.

24. If the organizer of public procurement does not have specialists of the appropriate profile to determine whether the goods, work and services offered by potential suppliers meet the requirements of the tender documentation, the public procurement organizer may engage public servants as experts on a gratuitous basis, and other experts, both on a paid basis and on a free of charge by agreement of the parties, taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets.

A compulsory requirement for attracting a person as an expert shall be the conformity of his profile to the subject of public procurement.

When organizing public procurement, the organizer of public procurement may involve experts from the customer, the organizer of public procurement or their subordinate institutions as experts.

The selection of an expert on a paid basis shall be carried out by the organizer of public procurement in accordance with the Law.

25. If three or more experts are involved, the public procurement organizer shall create an expert committee from among the experts involved and shall determine among them the head of the expert committee.

The decision to establish an expert commission and determine the head of the expert commission shall be made by the first head of the organizer of public procurement or the head of the apparatus or by the person acting as him.

Footnote. Paragraph 25 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 18.03.2021 No. 145 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

26. Experts (expert committee) shall give an expert conclusion on the conformity of the goods, works and services offered by potential suppliers with the requirements of the tender documentation and shall not have voting rights when a decision is made by the tender committee. The conclusion of experts (expert committee) shall be

necessarily taken into account by the tender committee only if it is drawn up within the requirements stipulated by the tender documentation. The expert conclusion shall be drawn up in writing, signed by experts (members of the expert committee) and shall be attached to the protocol on admission to participation in the tender.

In case of disagreement of the expert with the conclusion of the expert committee, the expert shall set out a separate conclusion in writing, which shall be attached to the conclusion of the expert committee and shall be an integral part of it.

27. Prior to the start of public procurement of goods, works, services by tender, members of the tender committee, secretary of the tender committee, and also an expert (expert committee) shall study the approved tender documentation and its annexes.

Paragraph 3. Formation and approval of a list of potential suppliers

Footnote. The title of the paragraph 3 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

28. In the course of public procurement, the organizer of public procurement sends a notice of public procurement to potential suppliers included in the list of potential suppliers, except for the cases established by paragraphs 28-1, 28-2, 28-3, 28-4, 29-1 of these Rules.

Potential suppliers to whom a notice of public procurement shall be sent must have permission to work using information constituting state secrets issued in accordance with the established procedure by the National Security Committee of the Republic of Kazakhstan and its bodies, unless information related to state secrets is used in public procurement, but information containing service information of limited distribution determined by the Government of the Republic of Kazakhstan shall be used.

When conducting state purchases of goods, as part of the implementation of information security requirements for the country's defense and state security, the customer forms a list of potential suppliers from the register of trusted software and electronic industry products established by the Law of the Republic of Kazakhstan "On informatization."

At the same time, in the absence of potential suppliers supplying products corresponding to technical and functional characteristics, or the presence of less than two potential suppliers in the register of trusted software and products of the electronic industry established by the Law of the Republic of Kazakhstan "On informatization," to which a notification shall be sent, the customer generates a list of potential suppliers in accordance with paragraph 29 of these Rules.

Footnote. The paragraph 28 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

28-1. When conducting public procurement through a competition method, with the exception of special state bodies and organizations under their jurisdiction, the organizer of public procurement on the web portal posts an announcement of planned public procurement. The announcement shall contain the following information:

- 1) full name of the customer and organizer of the public procurement, their location ;
- 2) method and timing of the public procurement;
- 3) the code of the procured goods, works, services in accordance with the stock item catalogue approved by the relevant body;
- 4) the date and time of accepting requests from potential suppliers for inclusion in the list of potential suppliers.

Requests from potential suppliers for inclusion in the list shall be accepted within one working day from 9-00 to 18-00 (inclusive), Nur-Sultan time;

- 5) brief description of the planned public procurement.

The procurement of goods, works, services in accordance with subparagraphs 4), 9), 9-1), 31), 32) and 35) of Article 39 of the Law shall be carried out without posting an advertisement.

The announcement shall not contain information constituting state secrets in accordance with the legislation of the Republic of Kazakhstan on state secrets and (or) containing restricted official information, determined by the Government of the Republic of Kazakhstan.

The public procurement organizer shall place the announcement on the web portal at least fifteen calendar days before the public procurement start.

Footnote. Paragraph 28-1 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

28-2. A potential supplier wishing to take part in the planned public procurement shall file a request via the web portal to the public procurement organizer for inclusion in the list of potential suppliers.

In the submitted request the potential supplier shall confirm compliance with the requirements established in paragraph 29-1 of these Rules.

A potential supplier shall form a request for inclusion in the list of potential suppliers on the web portal within the time frame established by the public procurement organizer in accordance with Appendix 1-1 to these Rules.

28-3. The organizer of public procurement, with the exception of the organizer of public procurement of special state bodies and organizations under their jurisdiction,

within two working days before the start of state procurement, forms on the web portal a list of potential suppliers from among those who submitted the application with an inspection of their compliance with the requirements established by paragraph 29-1 of these Rules.

At the same time, the list of potential suppliers to whom the notification is to be sent may be supplemented if requests for participation in public procurement have not been received or have been received from less than two potential suppliers, or if after the check conducted by the public procurement organizer for compliance with the requirements established by paragraph 29-1 of these Rules, one potential supplier was admitted.

Potential suppliers who have submitted requests and meet the requirements established by paragraph 29-1 of these Rules shall be included in the list of potential suppliers to whom the notification is to be sent.

Footnote. Paragraph 28-3 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

28-4. The organizer of public procurement, with the exception of the organizer of public procurement of special state bodies and organizations under their jurisdiction, sends a notice of public procurement to potential suppliers included in the list of potential suppliers.

Potential suppliers not included in the list shall be notified of the rejected potential supplier's request, with the stated reason for not including them.

A notice of rejection of potential supplier's request shall be sent within ten calendar days from the date of approval of the list of potential suppliers in accordance with Appendix 1-2 to these Rules.

Footnote. Paragraph 28-4 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

29. The list of potential suppliers, to whom the notification will be sent, shall be compiled by the customer, taking into account the restrictions provided for in Article 6 of the Law, and approved by the chief executive of the customer or the person performing his duties.

In the case of public procurement in accordance with paragraphs 3 and 4 of Article 7 of the Law, the list of potential suppliers invited to participate in the competition is compiled by the organizer of public procurement and approved by the first head of the organizer or the individual acting as him, or the head of the apparatus or the individual acting as him.

Footnote. Paragraph 29 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 18.03.2021 No. 145 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

29-1. The list of potential suppliers to whom the notification will be sent shall be formed by the organizer, with the exception of special state bodies and organizations under their jurisdiction, taking into account:

1) permit for work with information constituting state secrets, issued in the prescribed manner by the National Security Committee of the Republic of Kazakhstan and its bodies that must correspond to the public procurement subject;

2) absence of restrictions referred to in Article 6 of the Law;

3) appropriate registration on the web portal of public procurement.

At the same time, the presence of a permit for work with the use of information constituting state secrets shall be mandatory only in public procurement, where information related to state secrets is used.

The list of potential suppliers to whom the notification will be sent shall be formed by the public procurement organizer on the web portal.

The list of potential suppliers shall be approved by the chief executive of the organizer or by the person performing his duties.

Footnote. Paragraph 29 - as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

30. For public procurement of goods, works, services, for the production, processing, supply and sale of which the right of a potential supplier for their production, processing, supply and sale is required, the customer shall form a list of potential suppliers invited to tendering from among potential suppliers authorized for it

When purchasing food products and catering services, the list of potential suppliers invited to participate in the competition is formed from among domestic producers and/or domestic entrepreneurs.

Footnote. Paragraph 30 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

Paragraph 4. Notification of potential suppliers on public procurement of goods, works, services by competition method

Footnote. The paragraph 4- in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

31. No later than three working days from the date of the tender documentation approval, but no less than twenty calendar days before the final date of submission by potential suppliers of requests for tendering, the public procurement organizer shall send to the address of potential suppliers included in the list of potential suppliers, a notice on public procurement.

A notice on the conduct of public procurement by tender method shall be formed in accordance with Appendix 7 to these Rules.

In response to the notice on the potential supplier's request, the public procurement organizer shall send a copy of the tender documentation and provide registration in chronological sequence of the fact of submission of the approved tender documentation, indicating location, mailing address, as well as other information about the person who received the tender documentation.

Footnote. Paragraph 31 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication).

32. In the event of repeated public procurement by tender method, the public procurement organizer shall be obliged to fulfill the requirements referred to in paragraph 31 of these Rules.

The information contained in the announcement (notification) of the public procurement organizer must comply with the information indicated in the tender documentation.

Footnote. Paragraph 32 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication).

Paragraph 5. Submission of a copy of competition documentation to potential suppliers

Footnote. The paragraph 5 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

33. From the day of notification of public procurement of goods, works, services by tender method, an authorized representative of the organizer of public procurement, and in cases where the customer and the organizer of public procurement act in the same person - the secretary of the tender committee shall submit (send) a copy to the potential supplier (its authorized representative) tender documentation on paper no later than three working days from the date of contact of a potential supplier.

34. The authorized representative of the organizer of public procurement, and in cases where the customer and the organizer of public procurement act in the same person, - secretary of the tender committee shall:

1) check the availability of documentary evidence of the authority of the representative of the potential supplier, duly completed, to receive a copy of the tender documentation;

2) check the availability of documentary evidence on the payment by the potential supplier or its authorized representative of the payment for the presentation of a copy of the tender documentation;

3) enter in the register of persons who received a copy of the tender documentation the information specified in subparagraphs 3), 4), 5) and 6) of paragraph 35 of these Rules;

4) submit to the authorized representative of the potential supplier a copy of the tender documentation for signature, or send it by post;

5) perform other functions provided for in paragraphs 36, 38 and 66 of these Rules.

35. The following information shall be reflected in the register of persons who received a copy of the tender documentation:

1) name and term of public procurement of goods, works, services by tender method;

2) the full name of the customer and the organizer of public procurement, their location;

3) surname, name, patronymic (if available) of the authorized representative of the potential supplier, data of the document proving his identity;

4) full name, location and contact numbers of the potential supplier;

5) time and date of receipt by an authorized representative of a potential supplier of a copy of the tender documentation;

6) the fact of payment for the provision of a copy of the tender documentation, if an indication of the collection of such a payment is contained in the notice on the implementation of public procurement of goods, works, services by tender method.

36. The register of persons who received a copy of the tender documentation shall be stitched, the pages shall be numbered and initialed by the authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person -by the secretary of the tender committee . The last page of the register of persons who received a copy of the tender documentation shall be sealed with the seal of the organizer of public procurement. It shall be allowed to maintain a single register of persons who have received a copy of the tender documentation for all public procurements of goods, works, services by tender method for one financial year.

37. It shall be prohibited to submit a copy of the tender documentation prior to the notice of public procurement of goods, works, and services by tender method.

Paragraph 6. Clarification of competition documentation provisions

Footnote. The title of the paragraph 6 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

38. Clarification of the provisions of the tender documentation, the organization of a meeting to clarify the provisions of the tender documentation, the direction of the texts of clarifications shall be carried out by the organizer of public procurement.

The organizer of public procurement has the right no later than five calendar days before the deadline for submitting applications for participation in the tender on their own initiative or in response to a request from individuals to make changes and (or) additions to the tender documentation.

The organizer of public procurement no later than one working day from the date of the decision on making changes and (or) additions to the tender documentation is obliged to send free of charge the text of the changes and (or) additions to the persons information on whom was entered in the registration journal provided for in paragraph 35 of these Rules.

The deadline for submitting applications for participation in the tender shall be extended for a period of not less than ten calendar days.

Persons information on whom was entered in the registration journal are entitled to request the organizer of public procurement to clarify the provisions of the tender documentation, but no later than ten calendar days before the deadline for submitting applications for participation in the tender. A request for clarification of the provisions of the tender documentation shall be sent to the organizer of public procurement by the methods specified in the tender documentation.

The organizer of public procurement shall respond to it within three working days from the date of receipt of the request and, without indicating from whom the request was received, shall send an explanation of the provisions of the tender documentation to persons the information on whom was entered in the registration journal provided for in paragraph 35 of these Rules.

The organizer of public procurement, in order to clarify the provisions of the tender documentation, if necessary, shall hold a meeting with authorized representatives of persons the information on whom was entered in the registration journal provided for in paragraph 35 of these Rules, at a specific place and corresponding time specified in the tender documentation. The organizer of public procurement not later than one working day from the date of the specified meeting with interested parties shall draw up and sign a protocol in accordance with Annex 8 to these Rules.

Not later than one working day from the date of registration and signing of the protocol on the clarification of the provisions of the tender documentation, the

organizer of public procurement shall send a copy of the specified protocol to the tender committee, as well as to the persons whose information is entered in the registration journal provided for in paragraph 35 of these Rules.

39. The protocol of the meeting with potential suppliers shall be signed by persons representing the organizer of public procurement, as well as by potential suppliers or their authorized representatives.

40. If the meeting with potential suppliers to clarify the provisions of the tender documentation was not held due to the failure to appear of the potential suppliers or their authorized representatives on the date and time of the meeting designated by the tender documentation, the public procurement organizer shall notify of such a fact in writing within one working day from the indicated date tender committee.

Paragraph 7. Content and submission of applications for participation in the competition

Footnote. The title of the paragraph 7 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

41. The application for participation in the tender is a form of expressing the consent of the potential supplier with the requirements and conditions established by the tender documentation, 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 6 of the Law.

Footnote. Paragraph 41 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

42. An application for participation in the tender, submitted by a potential supplier who has expressed a desire to participate in the tender, to the organizer of public procurement must contain:

1) application filled and signed by a potential supplier in accordance with Annexes 5 and 6 to the model tender documentation;

2) a list of documents submitted by a potential supplier in confirmation of its compliance with the qualification requirements provided for in the tender documentation.

The application of a potential supplier - an individual carrying out entrepreneurial activity must contain a copy of an identity card (in this case, if necessary, the customer shall receive information on the registration as an individual entrepreneur on the website: www.kgd.gov.kz in the tab “Electronic Services/Search for Taxpayers”).

Footnote. Paragraph 42 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

43. The application for participation in the tender shall be submitted by a potential supplier to the public procurement organizer in a stitched form with numbered pages, and the last page shall be certified by its signature and seal (for an individual, if available).

The technical specification of the application for participation in the tender (in stitched form, with numbered pages, the last page certified by the signature and seal of the potential supplier (for an individual, if available) and the original document confirming the security of the application for participation in the tender shall be attached separately.

44. The application form for participation in the tender shall be printed or written in unwashable ink and signed by the potential supplier and sealed (for an individual, if available).

45. There shall not be any insertion between lines, marks of erasure, or postscripts in the tender application, unless the potential supplier needs to correct grammar or arithmetic mistakes.

46. A potential supplier who has expressed a desire to participate in public procurement of goods, works, services by tender method, shall submit an application for participation in the tender before the deadline for their submission in a sealed envelope, on the front of which there shall be indicated the full name and post address of the potential supplier (for the purpose return of the application for participation in the tender unopened, if it is declared “late”), the full name and postal address of the organizer of public procurement, name of public procurement by tender method, as well as the following text: “Tender for the procurement (indicate the name of the tender)” and “Do not open until: (indicate the date and time of opening applications for participation in the tender)”.

47. An envelope with an application for participation in the tender, submitted after the expiration of the established period, shall not be recorded in the journal of registration of applications for participation in the tender, shall not be opened and shall be returned to the potential supplier.

48. During the period established by the tender documentation, the organizer of public procurement shall accept envelopes with applications for participation in the tender.

49. Organizer of public procurement shall:

1) check the availability of documentary credentials of the representative of the potential supplier who submitted the envelope with the application for participation in the tender on behalf of the potential supplier;

2) check the availability on the envelopes with applications for participation in the tender of the information provided for in paragraph 46 of these Rules. Envelopes with

applications for participation in the tender, drawn up in violation of the requirements of paragraph 46 of these Rules, shall not be subject to registration and shall be returned:

to potential suppliers no later than one working day from the date of receipt by post of the envelope with applications for participation in the tender;

immediately to the authorized representative of the potential supplier who submitted the envelope with the application for participation in the tender;

3) accept duly executed envelopes with applications for participation in the tender and shall enter into the register of applications for participation in the tender the information provided for by this paragraph;

4) accept changes and additions to the submitted application for participation in the tender before the deadline for submitting applications for participation in the tender;

5) ensure the return of applications for participation in the tender, in case of withdrawal before the deadline for submitting applications for participation in the tender.

An envelope with an application for participation in the tender, submitted after the expiration of the deadline for their submission, shall not be subject to registration and shall be returned in the manner and terms provided for in subparagraph 2) of this paragraph.

An envelope with an application for participation in the tender, submitted without indicating the full name and mailing address of the potential supplier, shall not be subject to registration and opening.

Footnote. Paragraph 49 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

50. In the case of public procurement of goods, works, services, information about which contain state secrets, the potential supplier shall send an application for participation in the tender, taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets.

51. The organizer of public procurement shall indicate in the journal of registration of applications for participation in the tender the following information:

1) name and term of public procurement of goods, works, services through a tender ;

2) the full name of the customer and the organizer of public procurement, their post address;

3) last name, first name, patronymic (if available) of the authorized representative of the potential supplier;

4) the full name and post address of the potential supplier;

5) the date and time of registration of the envelope with the application for participation in the tender;

6) the information on changes and (or) additions to the application for participation in the tender by a potential supplier.

In the journal of registration of applications for participation in the tender, the public procurement organizer shall indicate potential suppliers who were refused the registration of applications for participation in the tender, stating the reasons for such refusal.

The register of applications for participation in the tender shall be stitched, the pages shall be numbered and initialed by the authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person,- by the secretary of the tender committee. The last page of the journal of registration of applications for participation in the tender shall be sealed with the seal of the organizer of public procurement.

It shall be allowed to maintain a single register of applications for participation in the tender for all public procurements of goods, works, and services by tender method for one financial year.

A potential supplier may change or withdraw their application for participation in the tender before the deadline for submitting tender applications has expired, without losing the right to return the security of its application for participation in the tender.

The amendment shall be prepared, sealed and submitted in the same way as the application for participation in the tender.

52. The notice of withdrawal of the application for participation in the tender shall be issued in the form of an arbitrary statement addressed to the organizer of public procurement, signed by a potential supplier and sealed (for an individual, if available).

53. Amendments to the application for participation in the tender or withdrawal of applications for participation in the tender shall be valid if they are received by the organizer of public procurement before the deadline for submitting applications for participation in the tender.

No changes shall be made to applications for participation in the tender after the deadline for their submission.

Paragraph 8. Providing application to take part in the competition

Footnote. The title of the paragraph 8 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

54. The application for participation in the tender shall be secured by a potential supplier in the amount of one percent of the amount allocated to the tender (lot) for the purchase of goods, works, and services. A potential supplier shall contribute the security of the application for participation in the tender only for the lots on which the tender application is submitted.

It shall be allowed to secure the application for participation in the tender for the total amount allocated to the tender, consisting of lots when submitting applications for not all lots of the tender.

55. A potential supplier shall contribute the tender application in the form of:

guarantee cash contribution, which is made by a potential supplier to the bank account of the organizer of public procurement or to the account provided for by the budget legislation of the Republic of Kazakhstan for organizers of public procurement, which are state bodies and state institutions;

bank guarantee according to Annex 10 to the model tender documentation.

56. The validity term of a bank guarantee is not less than the validity term of the tender application itself. A potential supplier may extend the duration of a bank guarantee for a period of extension of the application itself.

57. All tender applications that do not have security for the tender application shall be rejected by the tender committee as they do not meet the requirements of the tender documentation.

58. The security of the application for participation in the tender shall not be returned by the organizer of public procurement in the event of one of the following:

1) a potential supplier withdrew or amended and (or) supplemented the application for participation in the tender after the deadline for submitting applications for participation in the tender;

2) a potential supplier, recognized as a participant in the tender, did not submit within the prescribed period or withdraws its tender price offer;

3) a potential supplier, determined as the winner of the tender, declined to conclude a public procurement contract;

4) the winner of the tender, having concluded a public procurement contract, did not fulfill or did not timely fulfill the requirements established by the tender documentation on making and (or) the timing of making the enforcement of the public procurement contract.

In the event of the occurrence of one of the cases provided for in this paragraph, the amount of the security for the application for participation in the tender shall be credited to the income of the corresponding budget.

59. The security of the application for participation in the tender shall be returned within three working days from the date of occurrence of one of the following cases:

1) withdrawal by your potential supplier of their application for participation in the tender before the deadline for submitting applications for participation in the tender;

2) signing a protocol on admission to participation in the tender (this case does not apply to potential suppliers recognized by the tender participants);

3) signing a protocol on the results of public procurement by way of tender (this case does not apply to the participant in the tender determined by the winner of the tender);

4) the entry into force of the public procurement contract and the introduction by the winner of the tender of the enforcement of the public procurement contract provided for in the tender documentation;

5) the expiration of the application of a potential supplier to participate in the tender.

**Paragraph 9. Public procurement of goods, works, services using the competition method.
Opening envelopes with applications for participation in the competition**

Footnote. The title of the paragraph 9 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

60. Opening of envelopes with applications for participation in the tender shall be carried out by the tender committee on the day, time and place indicated by the organizer of public procurement in the tender documentation, in the presence of a simple majority of the tender committee, an authorized representative of the organizer of public procurement.

The potential supplier who submitted the application for participation in the tender and (or) its authorized representative is entitled to attend the opening of envelopes with applications for participation in the tender.

Persons present at a meeting of the tender committee shall not have the right to interfere in the activities of the tender committee.

61. For public procurement of goods, works, services, information about which constitutes state secrets, the potential supplier who submitted the application for participation in the tender and (or) his authorized representative is entitled to attend the opening of envelopes with applications for participation in the tender taking into account the requirements of the legislation of the Republic of Kazakhstan on state secrets.

62. If on the appointed day of opening the envelopes with applications for participation in the tender there are no required number of members of the tender committee, the secretary of the tender committee, or the chairman of the tender committee, and in his absence the deputy chairman of the tender committee, no later than three hours before the appointed time for opening the envelopes in writing or orally notifies the organizer of public procurement about this, who, prior to the opening of the envelope, shall decide to amend the composition of the tender committee in relation to the replacement of the missing members of the tender committee, the secretary of the tender committee, indicating the reasons for such replacements.

63. Prior to the start of the meeting of the tender committee, the secretary of the tender committee shall check the documented credentials of representatives of potential suppliers to represent the interests of potential suppliers in the process of opening envelopes with applications for participation in the tender.

64. Envelopes with applications for participation in the tender, submitted by the deadlines set in the notice of the organizer of public procurement and tender documentation shall be opened.

65. The application for participation in the tender shall be opened and considered in accordance with these Rules also in the cases when only one application for participation in the tender (lot) was submitted to the tender (lot).

66. At the indicated meeting of the tender committee:

1) authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person, the secretary of the tender committee shall inform those present on:

the composition of the tender committee, secretary of the tender committee;

the number of potential suppliers who received a copy of the tender documentation;

the absence of requests from potential suppliers, as well as the organizer of public procurement meeting with potential suppliers to clarify the provisions of the tender documentation;

the presence or absence of a fact, as well as the reasons for making changes and amendments to the tender documentation;

potential suppliers who submitted applications for participation in the tender within the established time period and are registered in the journal of registration of applications for participation in the tender;

shall announce, in chronological order, the information entered in the relevant journal of registration of applications for participation in the tender about each potential supplier that has submitted an application for participation in the tender;

shall announce other information on this tender;

2) chairman or a person determined by the chairman from among the members of the tender committee shall:

open envelopes with applications for participation in the tender and shall announce a list of documents contained in the application, and their content;

3) secretary of the tender committee shall:

draw up the appropriate protocol for opening envelopes with applications in accordance with Annex 9 to these Rules;

inform potential suppliers or their authorized representatives of the period during which they may receive a copy of the specified minutes of the tender committee meeting.

67. The protocol for opening the envelopes with applications for participation in the tender shall be signed and initialed per sheet by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee.

68. A copy of the specified protocol shall be submitted to potential suppliers or their authorized representatives, who were present at the meeting of the tender committee for opening envelopes with applications for participation in the tender, no later than two working days following the day of the meeting of the tender committee, and to those who were absent - upon their written request no later than two working days from the date of receipt of the request.

Paragraph 10. Review of applications for participation in the competition, admission to participate in the competition

Footnote. The title of the paragraph 10 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

69. The Competition committee shall consider applications for participation in the competition and shall make a decision on preliminary admission or admission of potential suppliers to participate in the competition within 10 (ten) working days from the date of opening of envelopes with applications for participation in the competition.

The protocol on preliminary admission to participation in the tender shall be drawn up in accordance with Annex 10 to these Rules, which shall be signed and leafed by the chairman and all members of the tender committee present at the meeting, as well as by the secretary of the tender committee on the day the decision on preliminary admission to participation in the tender is made. If available, an expert conclusion or a dissenting conclusion of an expert (member of an expert committee) may be attached to the protocol on preliminary admission to participation in the tender).

The protocol of preliminary admission to participation in the tender shall not be drawn up if potential suppliers meet the qualification requirements and requirements of the tender documentation.

Footnote. Paragraph 69 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

70. Not later than one working day from the day the envelopes with applications for participation in the tender were opened, the secretary of the tender committee shall:

1) agree with the chairman, and in case of his absence with the deputy chairman of the tender committee, the date and time of the meeting of the tender committee to consider applications for participation in the tender;

2) notify the members of the tender committee of the date and time of the meeting of the tender committee for the consideration of applications for participation in the tender;

3) submit for consideration of the tender committee documents confirming the potential supplier's compliance with the qualification requirements provided for in the tender documentation, as well as confirming that the potential supplier has submitted tender security, with signature confirmation in the journal of temporary transfer of applications of potential suppliers;

4) submit for consideration to the expert (expert committee), in case of their involvement, documents confirming the compliance of the goods, works, services offered by the potential supplier with the requirements of the tender documentation, with signature confirmation in the journal of temporary transfer of applications of potential suppliers.

71. Journal of temporary transfer of applications of potential suppliers contains:

1) name of the document included in the package of documents that make up the application for participation in the tender;

2) the number of sheets;

3) the surname, initials and signature of the person who received the documents of the tender application, the date of their receipt;

4) the surname, initials and signature of the secretary of the tender committee, indicating the reverse receipt of documents of the tender application, the date of receipt

72. Members of the tender committee, expert (head of the expert committee) shall ensure the safety of documents of the tender application of potential suppliers during their consideration until the secretary of the tender committee returns them.

73. Meetings of the tender committee for the consideration of applications shall be held in the presence of a simple majority of the members of the committee.

74. It shall be prohibited to consider applications for participation in the tender without holding a meeting of the tender committee.

75. The tender committee shall:

1) consider for the completeness and proper execution of packages of documents that make up applications of potential suppliers to participate in the tender;

2) identify potential suppliers who have submitted an incomplete list of documents and (or) improperly executed documents;

3) if necessary, in writing, request from potential suppliers who submitted an application for participation in the tender, materials and explanations in connection with their applications in order to facilitate consideration, assessment and comparison of applications for participation in the tender;

4) if necessary, in order to clarify the information contained in the applications for participation in the tender, in writing shall request the necessary information from the relevant state bodies, individuals and legal entities. Requests and other actions of the tender committee related to bringing the application for participation in the tender in accordance with the requirements of the tender documentation shall be prohibited. Bringing the application for participation in the tender in accordance with the requirements of the tender documentation refers to the actions of the tender committee aimed at supplementing the application for participation in the tender with missing documents, replacing the documents presented in the application for participation in the tender, bringing it into compliance by correcting improperly executed documents;

5) identify potential suppliers who do not meet the qualification and other requirements of the tender documentation.

In order to clarify the compliance of potential suppliers with the qualification requirements in terms of their non-involvement in the bankruptcy procedure and (or) the absence of unfulfilled obligations under executive documents, and not included in the corresponding register of debtors, the tender committee shall consider the information posted on the Internet resource of the authorized body that monitors bankruptcy proceedings and on the Internet resource of the authorized body in the field of enforcement of enforcement documents.

76. The tender committee shall recognize the security of the application for participation in the tender as not meeting the requirements of the tender documentation in cases:

1) insufficient validity period of the security of the application for participation in the tender, presented in the form of a bank guarantee;

2) improper execution of the security for the application for participation in the tender, which is expressed in the absence of information that does not allow the tender committee to establish:

person issuing the security for the application for participation in the tender;

the absence of a document confirming the authority of the official who signed the application security is not a basis for recognizing such a potential supplier as not meeting the requirements of the tender documentation;

the name of government procurement of goods, works, services by tender, for participation in which the security of the application submitted in the form of a bank guarantee is made;

the validity period of the security of the application for participation in the tender, presented in the form of a bank guarantee, and (or) the amount of security for the application, as well as the conditions for its submission;

the person to whom the security of the application for participation in the tender was issued;

person in whose favor the application for participation in the tender is secured;

3) making security for the tender application in the amount of less than one percent of the amount allocated to the tender (lot).

The amount of security for the application for participation in the tender, calculated in tyins, shall be rounded. At the same time, an amount of less than fifty tyins is rounded to zero, and an amount equal to fifty tyins and above is rounded to one tenge.

77. A potential supplier, which is a legal entity, shall not be allowed to participate in the tender if:

1) it and (or) its subcontractor or co-contractor shall be determined not to meet the qualification requirements on the following grounds:

failure to provide notarized copies of permits (notifications) in the absence of information about them in the state information system, as well as patents, certificates, certificates, other documents confirming the right of a potential supplier to manufacture, process, supply and sell purchased goods, perform work, provide services provided for by the legislation of the Republic of Kazakhstan;

failure to provide permits (notifications) in the form of a hard copy of an electronic document received (sent) in accordance with the legislation of the Republic of Kazakhstan on permits and notifications, information about which shall be confirmed in the information systems of state bodies;

failure to provide a certificate of registration (re-registration) of legal entities, accounting registration (re-registration) of their branches and representative offices received from the e-government web portal: www.egov.kz;

failure to submit a notarized extract from the constituent documents (if the charter does not contain information about the founders or the composition of the founders) containing information about the founder or the composition of the founders, or the original extract from the register of shareholders signed and certified by the seal in accordance with the established procedure, issued no earlier than one month preceding the date of opening the envelopes;

availability in the information of the relevant state revenue authority of information on tax debt and debt on mandatory pension contributions, mandatory professional pension contributions and social contributions exceeding the sixfold size of the monthly calculation indicator established for the corresponding fiscal year by the law on the republican budget (except for cases when the payment period is delayed in accordance with the legislation of the Republic of Kazakhstan).

Note: the financial stability of potential suppliers is determined by submitting the specified information taking into account the requirements of these Rules;

failure to provide qualification information in accordance with annexes 7, 8 and 9 to the model competition documentation;

non-compliance of a potential supplier with qualification requirements in terms of possession of material and labor resources sufficient to fulfill obligations under the contract specified in the competition documentation (at the same time, the material and labor resources required by the customer to fulfill obligations under the contract are indicated in the technical specification, which is an integral part of the competition documentation);

establishing the fact of submission of inaccurate information on the documents submitted in the competition application;

it shall be subject to bankruptcy or liquidation proceedings;

2) if his application for participation in the tender is determined not to meet the requirements of the tender documentation on the following grounds:

non-provision of application for participation in the tender in accordance with Annex 5 to the model tender documentation;

the absence of a document confirming the authority of the official who signed the security for the application is not grounds for recognizing such a potential supplier as not meeting the requirements of the tender documentation;

non-provision of technical specifications;

presentation by a potential supplier of a technical specification that does not meet the requirements established in the technical specification of the tender documentation, with the exception of * cases of submitting a technical specification with better technical, quality and operational characteristics.

*Note: the exception does not apply in the case of the acquisition of goods for the completion, modernization and retrofitting of the main (installed) equipment, as well as installed software;

non-provision of the information on the subcontractors for the performance of work (co-contractors for the provision of services) that are the subject of procurement at the tender, as well as the types of work and services transferred by the potential supplier to subcontractors (co-contractors) in accordance with Annex 12 to the model tender documentation (in the event that a potential supplier involves subcontractors (co-contractors));

transfer by a potential supplier to subcontractors (co-contractors) for subcontracting (co-performance) in aggregate more than 1/2 (one-half) of the volume of work performed or services rendered in case of submission of information about subcontractors

non-provision of the security for the application for participation in the tender in accordance with the requirements of the tender documentation;

established the fact of the submission of false information on the requirements of the tender documentation;

non-provision of the letter of agreement with the terms of the design and estimate documentation approved in the prescribed manner when carrying out public procurement of works;

3) violated the requirements of Article 6 of the Law or the subcontractor (co-executor) involved by him violated the requirements of subparagraphs 7), 8), 9) and 10) of paragraph 1 of Article 6 of the Law.

Footnote. Paragraph 77 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 06.05.2019 No. 261 (shall be enforced from the date of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

78. The potential supplier, who is an individual carrying out entrepreneurial activity, shall not be allowed to participate in the tender if:

1) it and (or) its subcontractor or co-contractor shall be determined not to meet the qualification requirements on the following grounds:

failure to provide a copy of the identity card (at the same time, the customer receives information about the presence of registration as an individual entrepreneur on the website, if necessary: www.kgd.gov.kz in the "Electronic services/Search for taxpayers" tab);

failure to submit a notarized copy of the identity card (passport);

failure to provide notarized copies of permits (notifications) in the absence of information about them in the state information system, as well as patents, certificates, certificates, other documents confirming the right of a potential supplier to manufacture, process, supply and sell purchased goods, perform work, provide services ;

failure to provide permits (notifications) in the form of a hard copy 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;

availability of information on tax arrears and arrears on mandatory pension contributions, mandatory professional pension contributions and social contributions in the information of the relevant state revenue authority, which exceeds the sixfold amount of the monthly calculation indicator established for the corresponding fiscal year by the law on the republican budget (except for cases when the payment period is delayed in accordance with the legislation of the Republic of Kazakhstan);

note: the financial stability of potential suppliers shall be determined by submitting the specified information taking into account the requirements of these Rules;

failure to provide qualification information in accordance with annexes 7, 8 and 9 to the model competition documentation;

non-compliance of a potential supplier with qualification requirements in terms of possession of material and labor resources sufficient to fulfill obligations under the contract specified in the competition documentation (at the same time, the material and labor resources required by the customer to fulfill obligations under the contract must be indicated in the technical specification, which is an integral part of the competition documentation);

establishing the fact of submission of inaccurate information on qualification requirements;

it is subject to bankruptcy or liquidation proceedings;

2) if his application for participation in the tender is determined not to meet the requirements of the tender documentation on the following grounds:

non-provision of the application for participation in the tender in accordance with Annex 6 to the model tender documentation;

non-provision of the technical specifications;

provision by a potential supplier of a technical specification that does not meet the requirements established in the technical specification of the tender documentation, with the exception of * cases of submitting a technical specification with better technical, quality and operational characteristics.

* Note: the exception does not apply in the case of the acquisition of goods for understaffing, modernization and retrofitting of the main (installed) equipment, as well as installed software;

non-provision of the information on the subcontractors for the performance of work (co-contractors for the provision of services) that are the subject of procurement at the tender, as well as the types of work and services transferred by the potential supplier to subcontractors (co-contractors) in accordance with Annex 12 to the model tender documentation (if the potential supplier involves subcontractors (co-contractors));

transfer by a potential supplier to subcontractors (co-contractors) for subcontracting (co-performance) in aggregate more than 1/2 (one-half) of the volume of work performed or services rendered in case of submission of information about subcontractors;

non-provision of the security for the application for participation in the tender in accordance with the requirements of the tender documentation;

established the fact of the submission of false information on the requirements of the tender documentation;

non-provision of the letter of agreement with the terms of the design and estimate documentation approved in the prescribed manner when carrying out public procurement of works;

3) violated the requirements of Article 6 of the Law or the subcontractor (co-executor) involved by him violated the requirements of subparagraphs 7), 8), 9) and 10) of paragraph 1 of Article 6 of the Law.

Footnote. Paragraph 78 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 06.05.2019 No. 261 (shall be enforced from the date of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

79. An expert or expert committee within the time periods established by the chairman, but no later than the deadline for considering applications for participation in the tender shall:

1) consider and study, within their competence, for completeness and proper execution of documents submitted by potential suppliers to confirm the conformity of the goods, works, services they offer with the requirements of the tender documentation;

2) draw up and sign an expert conclusion on the conformity or non-compliance of the goods, works, services of technical specifications offered by potential suppliers, which is an integral part of the tender documentation;

3) submit a duly executed expert conclusion, and also transmit documents of potential suppliers to the secretary of the tender committee.

80. Mismatch of the technical specifications of the potential supplier of the technical specifications specified in the tender documentation shall be acceptable if goods and services with better functional and other characteristics are offered, as well as when better technological solutions and (or) performance of work from the best materials are offered.

81. The expert (expert committee) conclusion shall be signed and initialed by all experts, unless the expert expresses a dissenting conclusion.

82. After receiving the expert (expert committee) conclusion the secretary of the tender committee shall:

1) notify the chairman, and in case of his absence, the deputy chairman of the tender committee, and agrees with him the date and time of the meeting of the tender committee to summarize the consideration of applications for participation in the tender;

2) notify the members of the tender committee , as well as the expert (expert committee) of the appointed day and time of the meeting of the tender committee .

83. At the indicated meeting of the tender committee :

1) the secretary of the tender committee shall provide the members of the tender committee with a copy of the expert conclusion of the expert (expert committee);

2) the expert or the head of the expert committee shall announce the expert conclusion with reasonable conclusions, including the special opinion of the expert of the expert committee (if available), if necessary, clarify the conclusions of the expert conclusion to the members of the tender committee ;

3) the tender committee shall summarize the consideration of applications for participation in the tender taking into account the expert (expert committee) conclusion and identifies potential suppliers that do not meet the qualification requirements and requirements of the tender documentation;

4) the secretary of the tender committee shall draw up a protocol on preliminary admission or admission to participation in the tender.

Footnote. Paragraph 83 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

84. In the event that potential suppliers that do not meet the qualification requirements and requirements of the tender documentation are identified, the tender committee shall grant such potential suppliers the right to bring applications for participation in the tender in accordance with the qualification requirements and requirements of the tender documentation by the time specified in the preliminary admission protocol, which shall be not less than seven working days from the date of signing the preliminary admission protocol.

The right to bring applications for tendering in accordance with the qualification requirements and requirements of the tender documentation shall not be granted to potential suppliers who:

- 1) breached the requirements of Article 6 of the Law;
- 2) submitted inaccurate information on qualification requirements and requirements of the tender documentation;
- 3) did not pay the tender security or did not pay it in the amount established by these Rules.

Footnote. Paragraph 84 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

85. The organizer, within two working days from the date of signing the preliminary admission protocol, shall notify potential suppliers that do not meet the qualification requirements and requirements of the tender documentation about the need to bring applications for participation in the tender in accordance with the qualification requirements and requirements of the tender documentation.

85-1. Potential suppliers, no later than the deadline specified in the preliminary admission protocol, shall submit to the organizer of public procurement aligned tender

applications in a stitched form with numbered pages. The last page of the tender application shall be certified by signature and seal (if available).

Footnote. The Rules have been supplemented by paragraph 85-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

85-2. The organizer of public procurement shall accept duly executed envelopes with applications for participation in the tender and shall enter information into the register of applications for participation in the tender.

Footnote. The Rules have been supplemented by paragraph 85-2 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

86. When re-considering applications for participation in the tender, brought into line with the qualification requirements and requirements of the tender documentation, the tender committee is entitled to:

1) in writing, to request materials and explanations from potential suppliers in connection with their applications in order to simplify the examination, assessment and comparison of applications for participation in the tender;

2) in order to clarify the information contained in the applications for participation in the tender, in writing, request the necessary information from the relevant individuals or legal entities, state bodies.

It shall be prohibited to submit the request and other actions of the tender committee related to supplementing the application for participation in the tender with missing documents, replacing the documents presented in the application for participation in the tender, bringing into compliance improperly executed documents after the deadline for bringing applications for participation in the tender into compliance with qualification requirements and requirements of the tender documentation provided for in paragraph 84 of these Rules.

Footnote. Paragraph 86 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

87. The tender committee shall consider the application for participation in the tender as meeting the requirements of the tender documentation if it contains grammatical or arithmetic mistakes that may be corrected without affecting the essence of the submitted application. .

When re-considering applications for participation in the tender, the tender committee shall not be allowed to reject potential suppliers on the grounds not provided for in the preliminary admission protocol.

A potential supplier may not be allowed to participate in the tender after bringing the applications for participation in the tender in accordance with the qualification requirements and requirements of the tender documentation, if:

1) he and (or) the subcontractor (co-executor) involved by him are determined to be inconsistent with the qualification requirements on the grounds defined by the Law and these Rules;

2) he violated the requirements of Article 6 of the Law;

3) his application for participation in the tender is determined not to meet the requirements and conditions of the tender documentation on the grounds specified by the Law and these Rules.

Footnote. Paragraph 87 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

88. Based on the results of re-consideration of applications for participation in the competition, the competition committee within 5 (five) working days:

1) identify potential suppliers that meet the qualification requirements and requirements of the tender documentation, and recognizes the participants in the tender ;

2) draws up a protocol on admission to participation in the tender.

The protocol on admission to participation in the tender shall be drawn up in accordance with Annex 11 to these Rules, signed, leafed in full by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee no later than two working days from the date of the decision on the admission of potential suppliers to participate in the tender (recognition by participants of the tender). If available, an expert opinion or a dissenting opinion of a member of the tender committee or a dissenting opinion of an expert (member of the expert committee) may be attached to the protocol on admission to participation in the tender)

Footnote. Paragraph 88 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

89. The secretary of the tender committee shall, within one working day from the date of signing the protocol on admission to the tender, provide a copy of the specified protocol to all potential suppliers who submitted applications for participation in the tender by the deadline set by the tender documentation.

Paragraph 11. Evaluation and comparison of application (competition)

Footnote. The title of the paragraph 11 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

90. A potential supplier admitted to participate in the tender, (tender participant) no later than the deadline specified in the protocol on admission to participation in the tender, shall present to the organizer of public procurement an envelope with a tender price offer.

91. On the day, time and place established by the protocol on admission to participation in the tender, the tender committee shall hold a meeting to assess and compare the tender price offers of tender participants.

92. During the period established by the protocol on admission to participation in the tender, the secretary of the tender committee shall:

1) ascertain the availability of documentary evidence of the authority of representatives of tender participants to submit envelopes with tender price offers and to participate in a meeting of the tender committee ;

2) enter information on the tender participants or their authorized representatives in the register of tender price offers.

93. Envelopes with tender price offers submitted after the time specified in the protocol on admission to participation in the tender shall not be accepted for assessment and comparison.

94. The secretary of the tender committee shall indicate the list of tender participants who were refused registration, stating the reasons for such a refusal in the register of tender price offers.

95. At a meeting of the tender committee:

1) the chairman of the tender committee or a person determined by the chairman from among the members of the tender committee shall:

open envelopes with tender price bids of tender participants in the chronological order of their registration;

announce, in chronological order of registration, tender price offers of tender participants who have submitted tender price offers;

send opened envelopes with tender price offers to the secretary of the tender committee ;

2) competition commission:

reject competitive price proposals of applicationders exceeding the amount allocated for the implementation of these state purchases of goods, works, services by the competition method;

in accordance with these Rules, shall determine the dumping price and shall reject the competition price offer of the applicationder, which is dumping;

compare the prices of the applicationders and determine among them the winner of the competition based on the lowest price;

Identify the potential second-placed supplier based on the price following the lowest application

If the lowest application of potential suppliers is equal, the applicationder who has previously received application for participation in the competition of other potential suppliers shall be recognized as the potential second-place supplier.

Footnote. Paragraph 95 as amended by the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 ((shall enter into force from the day of its first official publication).

96. In the event of equal price bids of potential suppliers, the potential supplier who has more experience in the market of procured goods, works, services that are the tender item shall be the winning bidder.

Regarding the presence of work experience of a potential supplier participating in the tender for public procurement of goods, works, services, the tender committee shall consider the experience only in the market for the supply of goods, performance of work and provision of services acquired at this tender, taking into account the calculation for each year.

If the experience of several potential suppliers with equal price bids is equal, the winning bidder shall be the participant of the tender, whose price offer was registered earlier than the price offers of other potential suppliers.

Footnote. Paragraph 96 as amended Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication).

97. According to the results of the meeting of the tender committee for the assessment and comparison of tender price offers of tender participants:

1) the chairman, and in his absence, the deputy chairman of the tender committee on the day of the assessment and comparison of tender price offers shall:

announce to the persons present at the meeting of the tender committee the results of the public procurement of goods, works, services by tender method and announce the winner of the tender;

2) secretary of the tender committee shall:

no later than two working days from the day of the meeting of the tender committee for the assessment and comparison of tender price offers of the tender participants, draw up a draft protocol on the results of state purchases of goods, works, services by the tender method, in accordance with Annex 12 to these Rules, and ensure its signing and leafing by all members of the tender committee present at the meeting, as well as the secretary of the tender committee;

at the request of any potential supplier, the information on which is entered in the journal of registration of applications for participation in the tender, which submitted the application for participation in the tender, within one working day from the date of receipt of such a written request, send or presents to authorized representatives of such potential suppliers a copy of the protocol free of charge on the results of public procurement of goods, works, services by tender method;

within two working days from the date of signing the protocol on the results of the public procurement of goods, works, services by tender method, provide the customer with a copy of this protocol.

98. The organizer of public procurement within two working days from the date of signing of the protocol on the results of public procurement of goods, works and services by tender method, shall send a notice of the results of the tender addressed to all potential suppliers admitted to participation in tender.

Paragraph 12. Organization and performance of state procurement of goods, works, services by the competition method up to four thousand times the size of the monthly calculation indicator

Footnote. The title of the paragraph 12 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

99. If the annual volume of state purchases of a certain product or a certain work, service in value terms does not exceed four-times the size of the monthly calculation indicator established by the Law on the republican budget for the corresponding financial year, then the tender shall be carried out in the following order:

1) by the decision of the first head of the customer or the person acting as the first head, the composition of the tender committee shall be approved, the secretary of the tender committee shall be determined, an expert or an expert committee shall be formed if necessary.

The organizer of public procurement may approve the composition of the tender committee for one financial year on an ongoing basis, determine the secretary of the tender committee, and if necessary create an expert committee or determine an expert on public procurement of a particular product, or a specific work, service in cost terms not exceeding four times the size monthly calculation indicator established by the Law on the republican budget for the corresponding financial year;

2) not later than five working days before the deadline for submission of tender bids, a notice of public procurement shall be sent to at least two potential suppliers. Tender documentation shall be drawn up in the form of a written request signed by an

authorized official of the procurement organizer with the Annex of the draft contract indicating the essential conditions and the form for the submission of the tender. The request shall contain the following information:

on the quantity of goods, volumes of work performed, services rendered that are the subject of ongoing public procurement, indicating the amounts allocated for public procurement;

technical specifications of procured goods, works, services;

place of delivery of goods, performance of work, provision of services;

the required terms of delivery of goods, work, services;

on the start and end dates for the submission of tender applications by potential suppliers.

Documents confirming compliance with qualification requirements, as well as security of the tender application shall not be requested from potential suppliers.

An application for participation in a tender of a potential supplier, submitted in accordance with Annexes 5 and 6 to the Model tender documentation, shall be a form of expression of desire to participate in public procurement by tender method as a potential supplier and expression of consent to supply goods (s), perform work, render services in accordance with the requirements and conditions provided for in the tender documentation;

3) tender applications submitted before the deadline specified in the request of the procurement organizer shall be subject to entry in the register of envelopes with tender applications in chronological order as they are submitted.

The envelope with an application for participation in the tender, submitted without indicating the full name and post address of the potential supplier, shall not be subject to registration and opening;

4) no later than one working day after the end of the presentation of envelopes with tender applications, the tender committee shall open the envelopes with tender applications of potential suppliers and review the tender applications of potential suppliers to determine potential suppliers that meet the requirements of a written request, and determine the winner of the tender a potential supplier whose tender application matches the requirements of a written request, and the one offering the lowest tender price offer.

If the lowest tender price offer was submitted by several potential suppliers, the winner shall be the potential supplier whose tender price offer has been registered before the tender price offers of other potential suppliers.

The tender committee, if necessary, shall request in writing from potential suppliers the explanations in connection with their applications in order to facilitate the consideration, assessment and comparison of applications for participation in the tender, as well as to clarify the information contained in applications for participation

in the tender, in writing requests the necessary information from the relevant state bodies, individuals and legal entities.

Requests and other actions of the tender committee related to bringing the application for participation in the tender in accordance with the requirements of the tender documentation shall be prohibited. Bringing the application for participation in the tender in accordance with the requirements of the tender documentation refers to the actions of the tender committee aimed at supplementing the application for participation in the tender with missing documents, replacing the documents presented in the application for participation in the tender, bringing in compliance with improperly executed documents;

5) tender application of the potential supplier shall be rejected if:

it exceeds the amount allocated for the acquisition of these goods, works, services;
the potential supplier does not agree or proposes to amend and (or) supplement the essential terms of the draft public procurement contract;

potential supplier submitted more than one tender price offer;

a potential supplier submitted an application for participation in the tender, technical specification, tender price offer without a signature and seal (if available);

a technical specification has not been submitted by a potential supplier or a technical specification has been submitted that does not meet the requirements of the tender documentation, with the exception of cases where a technical specification with better technical, quality and functional characteristics;

rejection of tender applications for other reasons shall be prohibited;

6) the decision on the results of the tender shall be made in writing with the following information:

the full name of the customer and organizer of public procurement, their post address;

the name of the completed public procurement of goods, works, services;

the full name of potential suppliers who submitted tenders before the deadline for submission of tenders, their stated prices for goods, works, services;

rejected tender applications with justification of the reasons for rejection;

on the winner of the tender;

7) not later than five working days from the date of the deadline for the submission of tender applications, the procurement organizer, by sending a notice, shall inform all potential suppliers who submitted tender applications of the results of the tender.

Footnote. Paragraph 99 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

100. In cases not regulated by this chapter, customers, organizers of public procurement and members of tender committee shall be governed by the Law and these Rules.

Paragraph 13. Procedure for determination of the dumping price of the application

Footnote. The title of the paragraph 13 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

101. The bid price for the tendering of a potential supplier for work shall be recognized as dumping if it is lower than the price indicated in the feasibility study (for the development of cost estimates) and design estimates that have passed the examination in accordance with the legislation of the Republic of Kazakhstan, by more than ten percent.

Footnote. Paragraph 101 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

101-1. The price of an application for participation in a tender of a potential supplier for maintenance and non-construction work is considered dumping if it is by more than forty percent lower than the price allocated to the tender.

Footnote. The Rules have been supplemented by paragraph 101-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

102. The bid price for the tendering of a potential supplier for work on the development of a feasibility study, design estimates (standard design estimates) documentation and urban planning projects shall be recognized as dumping if it is lower than the price calculated by the customer in accordance with the State regulations on determining the design costs for construction in the Republic of Kazakhstan, approved by the authorized body in the architectural, urban planning and construction activities, by more than fifteen percent.

Footnote. Paragraph 102 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

102-1. The price of an application for participation in a tender of a potential supplier for work on a comprehensive non-departmental examination of construction projects shall not be lower than the price set in accordance with the Rules for determining the cost of work on a comprehensive non-departmental examination of construction projects, as well as a comprehensive town-planning examination of urban planning projects for various territories level approved by the authorized body.

Footnote. The Rules have been supplemented by paragraph 102-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

103. The bid price for the tendering of a potential supplier for the provision of engineering services in architectural, urban planning and construction activities (technical supervision) shall be considered dumping if it is lower than the price calculated in accordance with the Regulatory document determining the cost of engineering services in construction approved by the authorized body in architectural, urban planning and construction activities, by more than fifteen percent.

Footnote. Paragraph 103 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

104. The price of an application for participation in a tender of a potential provider for services, with the exception of the service provided for in paragraph 103 of these Rules, shall be recognized as dumping if it is by more than fifty percent lower than the price allocated to the tender (lot).

Footnote. Paragraph 104 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

104-1. The procedure for determining the dumping price of a tender application does not apply to cases of public procurement of goods, works, services by a tender method up to four thousand times the monthly calculation index.

Footnote. The Rules have been supplemented by paragraph 104-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication)

Paragraph 14. Grounds for recognition of public procurement by the competition method as invalid

Footnote. The title of the paragraph 14 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

105. Public procurement by tender method shall be recognized as invalid in cases:

- 1) lack of submitted applications;
- 2) submission of less than two applications;
- 3) if no potential supplier is allowed to participate in the tender;
- 4) if one potential supplier is allowed to participate in the tender.

106. If public procurement by tender method is recognized void, the customer shall make one of the following decisions within fifteen calendar days:

- 1) on re-conducting public procurement by tender method;
- 2) on changing the tender documentation and re-conducting public procurement by tender method.

In the event that repeated public procurement by tender method is declared void, the customer shall be entitled to carry out single source public procurement in the following events:

1) absence of submitted applications for participation in the tender. In this case, a potential supplier to be invited to single source public procurement, shall be determined by the customer;

2) submission of less than two applications for tendering. In this case, an invitation to participate in single source public procurement shall be sent to a potential supplier who has submitted an application for participation in the tender. The price of the concluded public procurement contract must not exceed the price offer of a potential supplier indicated in the application for tendering.

In cases of recognition of public procurement by the competition method as invalid on the grounds provided for in subparagraph 2), 3) and 4) of paragraph 105 of these Rules, competitive quotations of potential suppliers shall not be disclosed.

Footnote. Paragraph 106 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication); as amended by the Resolution of the Government of the Republic of Kazakhstan dated 23.02.2022 No. 84 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Paragraph 15. Peculiarities of public procurement of catering services for personnel of the Armed Forces, other troops and military formations of the Republic of Kazakhstan

Footnote. The title of the paragraph 15 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

106-1. The procedure for public procurement of catering services for personnel of the Armed Forces, other troops and military units of the Republic of Kazakhstan (hereinafter referred to as the Armed Forces) shall be applied by customers who are state bodies, state institutions, using the criteria for selecting a supplier, except as provided for in paragraph 3 Article 39 of the Law.

106-2. Public procurement of services for the organization of catering for personnel of the Armed Forces shall be carried out in accordance with the Law and these Rules, with the exception of the rules governing the procedures and timing of public procurement provided for by the Law.

106-3. During public procurement of services for organizing catering for personnel of the Armed Forces, the organizer shall provide for the criteria for the assessment of applications submitted by potential suppliers.

The calculation of points shall be carried out according to the criteria for choosing a service provider in accordance with Annex 14 to these Rules.

106-4. The organizer no later than three working days from the date of approval of the tender documentation in accordance with Annex 2-1 to these Rules, but no less than twenty calendar days before the final date for potential suppliers to submit applications for participation in the tender, shall send to potential suppliers included in the list of potential suppliers, the notice on the public procurement.

106-5. The Competition commission shall consider application for participation in the competition in order to determine potential suppliers who meet the qualification requirements and the requirements of the competition documentation.

The minute on preliminary admission to participate in the competition shall be drawn up in accordance with annex 10 to these Rules, which shall be signed by the chairman and all members of the competition commission present at the meeting, as well as the secretary of the competition commission on the day of the decision on preliminary admission to participate in the competition. An expert opinion or a special opinion of an expert (member of the expert commission) shall be attached to the minute on preliminary admission to participate in the competition, if available.

The protocol of preliminary admission to participate in the competition shall not be drawn up when potential suppliers comply with the qualification requirements and the requirements of the competition documentation. When identifying potential suppliers that do not meet the qualification requirements and requirements of the competition documentation, the Competition Committee shall provide such potential suppliers with the right to bring application for participation in the competition in accordance with the qualification requirements and requirements of the competition documentation within the period specified in the preliminary admission minute, which shall be at least 7 (seven) working days from the date of signing the preliminary admission protocol.

Within two (2) working days from the date of signing of the preliminary admission protocol, the organizer shall notify potential suppliers who do not meet the qualification requirements and requirements of the competition documentation about the need to bring applications for participation in the competition in accordance with the qualification requirements and requirements of the competition documentation.

Potential suppliers within at least 7 (seven) working days from the date of signing of the preliminary admission minute shall submit to the public procurement organizer the quoted application in stitched form with numbered pages. The last page of the application shall be signed and stamped (if any).

The organizer of public procurement accepts properly executed envelopes with applications for participation in the competition and enters information into the register of applications for participation in the competition.

Submission of applications for participation in the competition shall not be provided in accordance with the qualification requirements and requirements of the competition documentation to potential suppliers:

- 1) who violated the requirements of Article 6 of the Law;
- 2) submitted inaccurate information on qualification requirements and competition documentation requirements;
- 3) who did not submit the security of the application for participation in the competition or did not submit it in the amount established by these Rules.

Based on the results of re-consideration of applications for participation in the competition, the competition committee within 5 (five) working days:

- 1) identify potential suppliers who meet the qualification requirements and requirements of the competition documentation, and recognize them as participants in the competition;
- 2) evaluate and compare the number of points scored by the participants of the competition based on the calculation results according to the criteria, including when one application shall be submitted for participation in the competition;
- 3) determine the winner of the competition with the highest number of points;
- 4) identify the potential second-place supplier based on the points following the highest number of points.

Footnote. The paragraph 106-5 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

106-6. The competition committee shall consider applications for participation in the competition for state procurement of services for organizing meals for personnel of the Armed Forces within 10 (ten) calendar days from the date of opening envelopes with applications for participation in the competition.

Based on the results of consideration of applications for participation in the competition, the competition committee shall:

- 1) identify potential suppliers who meet the qualification requirements and requirements of the competition documentation, and recognize them as participants in the competition;
- 2) evaluate and compare the number of points scored by the participants of the competition based on the calculation results according to the criteria, including when one application is submitted for participation in the competition;
- 3) determine the winner of the competition with the highest number of points;

4) identify the potential second-place supplier based on the points following the highest number of points.

Footnote The paragraph 106-6 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

106-7. Secretary of the tender committee shall:

1) no later than two working days from the day of the meeting of the tender committee for assessing and comparing the number of points of the tender participants, draw up a protocol on the results of public procurement of services by the tender method in accordance with Annex 12-1 to these Rules, and ensure its signing and leaf initiation by all members of the tender attending the meeting committee, as well as the secretary of the tender committee;

2) at the request of any potential supplier, the information on which is entered in the journal of registration of applications for participation in the tender, which submitted the application for participation in the tender, within one working day from the date of receipt of such a written request, send or present to authorized representatives of such potential suppliers a copy of the protocol free of charge on the results of public procurement of services by tender method;

3) within two working days from the date of signing the protocol on the results of public procurement of services by tender, ensure the submission of a copy of the specified protocol to the customer.

106-8. If the number of points is equal, the winner shall be recognized the participant in the tender whose application has been registered earlier than applications of other potential suppliers.

106-9. In public procurement of catering services for the personnel of the Armed Forces:

1) procedures for evaluating and comparing price offers of potential suppliers shall not be implemented;

2) the requirements of Article 26 of the Law shall not be applied.

106-10. The potential supplier who meets the qualification requirements and the requirements of the tender documentation and who scores the most points shall be recognized as the winner of the public procurement tender for catering services for the personnel of the Armed Forces.

106-11. Unless otherwise provided by this subparagraph of the Rules, public procurement of services for the organization of catering for personnel of the Armed Forces shall be carried out in accordance with the Law and these Rules.

Chapter 5. Organization and performance of public procurement of goods, works, services using the method of one source

Footnote. The title of paragraph 5 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

107. The decision on the implementation of public procurement of goods, works, services from one source shall be made by the customer in cases established by subparagraph 1) of paragraph 2 and paragraph 3 of Article 39 of the Law.

Footnote. Paragraph 107 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

108. The organization and conduct of public procurement of goods, works, services from one source provide for the following sequential measures:

1) taking the decision by the customer on the conduct of public procurement of goods, works, services from one source with the grounds for the use of this method of public procurement;

2) determination by the customer of the organizer of public procurement for the organization and conduct of public procurement of goods, works, services from one source;

3) development by the customer of the technical specification of the procured goods, works, services with the definition of the conditions, place and terms of delivery of goods, performance of work, rendering of services, conditions and terms of payment;

4) approval by the customer of the technical specification of the procured goods, works, services, as well as the conditions, place and terms of delivery of goods, performance of work, provision of services, conditions and terms of payment;

5) the organizer of public procurements shall send a written invitation to a potential supplier to take part in public procurements indicating the information provided for in paragraph 1 of Article 40 of the Law;

6) consideration by the customer and the public procurement organizer of the submitted potential supplier's documents confirming compliance of the potential supplier with the qualification requirements, except for cases when a single source public procurement is carried out on the basis of subparagraph 2) of paragraph 105 of these Rules, rationale of the price offered by him for participation in a single source public procurement;

7) drawing up by the organizer of public procurements of a protocol on the results of public procurements from one source in accordance with Annex 13 to these Rules.

8) submission by the public procurement organizer of a protocol on the results of public procurement of goods, works, services from one source to the customer.

When making public procurements from one source on the grounds provided for in subparagraph 1) of paragraph 2 of Article 39 of the Law, the development by the

organizer of public procurement and the approval by the customer of the technical specification of the procured goods, works, services are not required. In this case, the technical specification shall be applied of the procured goods, works, services, as well as the conditions, place and time of delivery of the goods, performance of work, rendering of services and the conditions for their payment, provided for in the tender documentation for public procurement by the tender recognized as invalid.

Footnote. Paragraph 108 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 06.05.2019 No. 261 (shall be enforced from the date of its first official publication).

109. To develop the technical specifications of the procured goods, works, services, the organizer of public procurement, if necessary, shall involve an expert or an expert committee. The engagement of an expert or expert committee shall be carried out on the terms and in the manner specified by paragraphs 24 and 25 of these Rules.

Footnote. Paragraph 109 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

110. The organizer of public procurement within three working days from the date of the customer's decision on public procurement by one-source method shall send a written invitation to the potential supplier to participate in public procurement containing information in accordance with paragraph 1 of Article 40 of the Law.

111. In the cases referred to in subparagraph 1) of paragraph 105 of these Rules, the potential supplier to send the request to shall be determined by the customer.

In the case referred to in subparagraph 2) of paragraph 105 of these Rules, a request shall be sent to a potential supplier that has submitted a tender bid.

Footnote. Paragraph 111 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

112. Excluded by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

113. Information sent to a potential supplier on the condition of procurement from a single source on the basis of recognition of public procurement by the tender method as failed, must comply with the conditions of the tender documentation of the tender recognized as failed.

Provided that the information sent to the potential supplier shall contain the terms of delivery of goods, provision of services and performance of work in the conditions

of purchase from one source. These terms may exceed the deadlines established in the tender documentation and the draft public procurement contract, but not more than fifteen calendar days.

114. In case of acceptance of the offer for the supply of goods, performance of work, provision of services, the potential supplier, within ten calendar days from the date of receipt of the invitation to public procurement, shall submit to the public procurement organizer a written consent with the attachment of documents confirming compliance with the qualification requirements, absence of restrictions related to the process of public procurement of goods, works, services, documents confirming conformity of the offered goods, works, services to the requirements of the technical specification, as well as the price offered by a potential supplier for the supplied goods, works performed, services rendered with the rationale for it.

The price rationale should contain calculation of the cost of goods, works, services offered for delivery, including all costs of a potential supplier for transportation, insurance, payment of customs duties, taxes (excluding VAT), payments and fees, the cost of components and mandatory spare parts, service during initial service life per unit of measure, other costs.

Non-compliance of the technical specification of a potential supplier with the technical specification offered by the public procurement organizer shall be allowed, if goods and services with better functional and other characteristics are offered, and also when better technological solutions and (or) performance of work from better materials are offered.

Footnote. Paragraph 114 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

115. The organizer of public procurement shall draw up a protocol on the results of public procurement in a single source, transmitted for signature to the customer, which shall contain the following information:

- 1) justification for the use of public procurement of goods, works and services from one source;
- 2) a brief description of the goods, works, services procured by the method from one source;
- 3) on the compliance of the potential supplier with qualification requirements;
- 4) the name and location of the supplier with whom an agreement on public procurement of goods, works, services will be concluded, and the price of such an agreement.

The protocol on the results of public procurement by a single source shall be signed by an official determined by the first head of the organizer, not lower than the deputy first head.

116. If an expert committee or expert has been approved to carry out government procurement of goods, works, services from a single source, an expert opinion shall be attached to the protocol on the results of procurement of goods, works, services.

117. Public procurement by a single source method shall be recognized as invalid in cases when:

1) the price of goods, work, services offered by a potential supplier exceeds the amount allocated for the purchase;

2) the potential supplier does not meet the qualification requirements;

3) the potential supplier refused to participate;

4) the potential supplier has submitted a technical specification that does not meet the requirements established in the technical specification of the customer, with the exception of cases of submitting a technical specification with better technical, quality and functional characteristics.

Chapter 6. Public Procurement Agreement

Footnote. The title of Chapter 6 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

Paragraph 1. Conclusion of the contract on public procurement of goods, works, services

Footnote. The title of paragraph 1 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

118. Within five (5) working days from the date of summing up the results of public procurement, the Customer shall send to the supplier two copies of the draft public procurement agreement drawn up in accordance with the standard contract, in accordance with annexes 4, 5 and 6 to the Rules, which shall be signed by the customer and initialed by the authorized representative of the customer.

When the procedures for selecting a supplier, including the procedures for appealing the results of public procurement conducted as part of the preliminary annual public procurement plan, are completed before the approval of the relevant budget (development plan), the draft contract on public procurement shall be sent to the winner within 5 (five) working days from the date of approval of the relevant budget (development plan).

Footnote. The paragraph 118 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

119. If the potential supplier, determined by the winner, has not signed the draft public procurement contract within thirty calendar days, or, having concluded the public procurement contract, did not pay security for the public procurement contract execution, the customer within two working days from the date of the winner's evasion from concluding a public procurement contract, shall send to the potential supplier who won the second place, a draft public procurement contract, which must be signed by the potential supplier who won the second place, within three working days from the date of submitting the draft public procurement contract to him.

Footnote. Paragraph 119 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

120. If the potential supplier, who won the second place, did not sign the public procurement contract signed by the customer within the prescribed period, the customer shall hold repeated public procurement.

121. The supplier shall, within ten working days from the date of conclusion of the public procurement contract, ensure the execution of the public procurement contract.

The security of the public procurement contract shall not be made in the event of the conclusion of the public procurement contract based on the results of the tender held in the manner provided for in paragraph 99 of these Rules.

122. The security of the public procurement contract shall be contributed by the supplier as a guarantee that he will timely, fully and properly fulfill his obligations under the public procurement contract concluded with him.

123. The size of contract execution security shall be established by the organizer in the amount of three percent of the total sum of the public procurement contract.

If the public procurement contract provides for the payment of an advance, the potential supplier, in addition to securing the contract execution, shall contribute an advance payment guarantee in an amount equal to the advance payment. In this case, a potential supplier shall have the right to refuse to pay an advance.

As the obligations under the public procurement contract are fulfilled, the customer, upon written notification of the supplier, shall reduce the advance payment security amount in proportion to the fulfilled obligations stipulated by the public procurement contract.

In the event that a public procurement contract is concluded on the basis of paragraph 3 of Article 39 of the Law, the customer shall be entitled to establish a requirement for the provision of an advance payment.

Footnote. Paragraph 123 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

124. The supplier shall select one of the following types of the public procurement contract security:

1) a guaranteed monetary contribution, paid to the customer's bank account or to the account provided for by the budgetary legislation of the Republic of Kazakhstan for customers that are state bodies and state institutions;

2) a bank guarantee in accordance with Appendix 3 to these Rules;

3) a contract of insurance of civil liability of the supplier, concluded in accordance with subparagraph 3) of paragraph 11 of Article 43 of the Law.

Footnote. Paragraph 124 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

125. The supplier shall not be allowed to take actions that lead to the appearance by third parties of the right to claim in whole or in part on the guarantee contribution made before the full fulfillment of obligations under the public procurement contract.

126. It shall be prohibited for the customer to use the guarantee money contribution made by the supplier for purposes not provided for by the Law.

127. The customer shall return the security for the execution of the public procurement contract to the supplier within the time specified in the contract or within five working days from the date of full and proper fulfillment by the supplier of contractual obligations.

In the event of improper performance by the supplier of its obligations under the public procurement contract, the customer shall return the security for the execution of the public procurement contract within five working days from the date of the fact that the penalty was paid to the income of the corresponding budget, state enterprise, legal entity, fifty or more percent of voting shares (shares in the authorized capital) of which belong to the state, or legal entities affiliated with them.

128. The security of the public procurement contract shall not be returned by the customer to the supplier in case of termination of the public procurement contract due to non-fulfillment by the supplier of contractual obligations.

The security of the public procurement contract shall be credited to the income of the relevant budget, state enterprise, legal entity, fifty or more percent of the voting shares (participatory interests in the authorized capital) of which belong to the state, or legal entities affiliated with them.

Footnote. Paragraph 128 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

129. The public procurement agreement shall contain the conditions for the 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.

130. The contract on public procurement of works and services concluded with the winner of public procurement shall include requirements for the submission to the customer of copies of contracts concluded with subcontractors for the performance of work or co-contractors for the provision of services indicated by the winner of public procurement in the application for participation in the tender.

Footnote. Paragraph 130 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

131. In the event that customers conclude a contract for the supply of goods, performance of work, provision of services, the information of which is state secrets and (or) contains restricted official information defined by the Government of the Republic of Kazakhstan, with joint stock companies and business partnerships, one hundred percent of voting shares (equity in the authorized capital) of which belong to the state, and whose powers are established by the laws of the Republic of Kazakhstan, decrees of the President of the Republic of Kazakhstan, such joint stock companies and business partnerships shall perform procurement in accordance with these Rules.

Paragraph 2. Execution of the contract on public procurement of goods, works, services

Footnote. The title of the paragraph 2 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

132. When executing a public procurement contract, the name, quantity, quality, technical specification, cost, place and time of delivery of goods (work, services) must correspond to the content of the public procurement contract.

133. The public procurement contract shall be considered to have been executed subject to the full fulfillment by the customer and supplier of the obligations assumed under this contract.

Annex 1
to the Rules for public
procurement with the application
of special procedure

The annual plan for public procurement of goods, works, services for ____ / preliminary annual plan for public procurement of goods, works, services for ____)

Footnote. Annex 1 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

General information

BIN of the customer	For public institutions		Name of customer (in the state language)	Name of customer (in Russian language)	Financial year
	The ode of PI	fund			
1	2	3	4	5	6

Hereby I approve:

 (indicate the full name of the customer and last name, first name, patronymic (if available) of his official)

State procurement plan for goods, works and services

No.	Type of plan item	BIN of the organizer	For public institutions				
			Budget Program Administrator	Program	Subprogram	Specificity	Source of funding
1	2	3	4	5	6	7	8

table continuation

Purchasing Item type	Name of procured goods, works, services in the state language	Name of procured goods, works, services in the Russian language	Brief description (description) of goods, works, services in the state language	Brief description (description) of goods, works, services in Russian language
9	10	11	12	13

table continuation

Additional characteristic (in the state language) *	Additional characteristic (in Russian language) *	Procurement method	Unit of measurement	Quantity, volume	Price per unit *, tenge	Total amount approved for procurement *, tenge
14	15	16	17	18	19	20

table continuation

The approved amount in 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 a three-year period **, tenge	Planned time for public procurement (month)	Delivery time for goods, work, services	Place of delivery of goods, performance of work, provision of services (code of the settlement in accordance with CATO)	Advance payment amount %
21	22	23	24	25	26	27

* not necessary for filling

** From January 1, 2013, state bodies and state institutions indicate the amount excluding VAT. This requirement shall be mandatory for state enterprises and legal entities fifty or more percent of voting shares (equity interests) of which belong to the state, or legal entities affiliated with them, which are customers of public procurement from January 1, 2014.

Appendix 1-1
to the Rules for public
procurement with the application
of special procedure

Footnote. The Rules supplemented by Appendix 1-1 in accordance with Resolution № 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication); in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the date of its first official publication).

Application for listing of potential suppliers

Public procurement competition _____

(specify full name)

General information of the supplier:

Name of the _____

BIN/IIN/ _____

(Business identification number, Individual identification number)

Address, contacts _____

We hereby apply for inclusion in the list of potential suppliers invited to participate in the competition, and also agree to receive information confirming our compliance with the requirements and restrictions established by Article 6 of the Law of the Republic of Kazakhstan "On public procurement" and Paragraph 29-1 of the Rules for public procurement using special procedure, approved by the resolution of the Government of the Republic of Kazakhstan dated December 31, 2015 No. 1200.

Appendix 1-2
to the Rules for public
procurement with the application
of special procedure

Footnote. The Rules supplemented by Appendix 1-2 in accordance with Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication).

Notice of rejection of potential supplier's request

Customer or organizer of public
procurement _____

(full name)

No.	Name of the supplier	BIN/ IIN (business identification number , individual identification number)	Rejection reason	Substantiation of rejection reason
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Annex 2
to the Rules for public
procurement with the application
of special procedure

Hereby I approve:

(indicate the full name of the
customer and full name (if available)
of its official approved this tender
documentation)
Decision No.
dated " " 20__

Standard tender documents on public procurement

Footnote. Annex 2 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); dated 06.05.2019 No. 261 (effective from the date of its first official publication); dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

(indicate the name of public procurement by tender method)

Customer _____

(indicate the full name, location of the customer, BIN, bank details)

Customer representative _____

(indicate full name (if available) of official representative of the customer contact
phone numbers and, if available, e-mail addresses)

Organizer of public procurement

(indicate the full name, location, BIN, bank details)

Representative of the organizer of public procurement

(indicate full name (if available) of official representative of the representative of the organizer of public procurement, including the position, contact phone numbers and, if available, e-mail addresses)

Cost of tender documentation _____

(indicate the cost of the tender documentation in tenge or if submission of tender documentation is free of charge, then this paragraph shall be stated in the following edition: "Tender documentation is submitted fee of charge".

1. General Provisions

1. The tender is held with the purpose to select the supplier(s) (indicate the name of the goods, works, services).

2. The amount allocated for this tender (lot) for public procurement of goods (works, services) is _____ tenge.

3. This tender documentation includes:

1) a list of procured goods, works and services in accordance with Annex 1 to the Model tender documentation, indicating the lot number, unit of measure, quantity, delivery conditions, delivery time and place, payment terms and the amount allocated for the purchase;

2) technical specification indicating national standards, and in their absence, interstate standards for procured goods, works, services in accordance with Appendices 2, 3 and 4 to this standard tender documentation. 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, taking into account the public procurement standardization.

At the same time, the technical specification must contain 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.

When carrying out public procurement of works requiring design and estimate documentation, instead of a technical specification, the tender documentation must contain the design and estimate documentation approved in the established procedure.

Alongside this, the terms of performance of work on such public procurement must correspond to the terms of performance of work specified in the design and estimate documentation approved in the prescribed manner;

3) applications for participation in the tender for legal entities and individuals in accordance with Annexes 5 and 6 to this Model tender documentation;

4) information on the qualifications of a potential supplier for the supply of goods (work, services) in accordance with Annexes 7, 8 and 9 to this Model tender documentation;

5) when conducting public procurement of works related to the construction or reconstruction of facilities, the public procurement organizer shall indicate in the tender documentation the stages, types and volumes of the work, as well as the amount of public procurement of such work in each financial year, if the deadline for their completion in accordance with the pre-project documentation exceeds one financial year.

4. A potential supplier who has expressed a desire to participate in the tender makes an application for participation in the tender to secure an application for participation in the tender in the amount of one percent of the amount allocated for the purchase of goods, works, and services in one of the following forms:

1) guarantee payment of money deposited in the following bank account _____ (indicate the full details of the bank account of the customer or the organizer of public procurement);

2) bank guarantee in accordance with Annex 10 to this model tender documentation

5. The validity period of the security of the application for participation in the tender may not be less than the validity period of the application itself for participation in the tender.

2. Clarification by the procurement organizer of the provisions of the tender documentation to potential suppliers who have received its copy

6. A potential supplier applying for participation in the tender, if necessary, makes a written request for clarification of the provisions of the tender documentation, but no later than ___ o' clock, ___ minutes, "___" _____ 20___. Requests of potential suppliers shall be sent to the following requisites of the organizer of public procurement: (indicate the post address of the organizer of public procurement, subdivision and room number where the requests will be received).

7. The organizer of public procurement shall respond to it within three working days from the date of receipt of the request and, without indicating from whom the request was received, send an explanation of the provisions of the tender documentation to persons whose information is entered in the register of persons who received tender documentation.

8. The organizer of public procurement no later than _____ o'clock, ___ min., "___" _____ 20___, on their own initiative or in response to a request from a potential supplier, to whom the organizer of public procurement has submitted a copy of the tender documentation, shall make amendments and (or) additions to the tender

documentation. Amendments to the tender documentation shall be drawn up in the same manner as the approval of the tender documentation.

The amendments shall be binding and within no more than one working day from the date of approval of the changes to the tender documentation shall be sent by the public procurement organizer free of charge to all potential suppliers who are provided with a copy of the tender documentation. Therewith the deadline for submitting applications for participation in the tender shall be extended by the organizer of public procurement for a period of not less than ten calendar days for potential suppliers to take into account these changes in applications for participation in the tender.

9. The organizer of public procurement shall hold a meeting with potential suppliers who are provided with a copy of the tender documentation, or their authorized representatives to clarify the provisions of the tender documentation in _____ (indicate the place, date and time of the meeting).

10. The organizer of public procurement shall draw up a protocol of a meeting with potential suppliers, which indicates the submitted requests of potential suppliers for clarification of the tender documentation without indicating their source, as well as answers to these requests. The protocol no later than two working days from the day of the meeting with potential suppliers shall be sent to the tender committee and all potential suppliers to whom the organizer of public procurement submitted a copy of the tender documentation for the mail details specified in the register of potential suppliers who received tender documentation.

3. Requirements for registration of applications for participation in state procurement by tender and submission by potential suppliers the envelopes with applications for participation in public procurement by tender

1. Application for participation in tender

11. An application for participation in the competition shall be a form of expressing the consent of a potential supplier applying for participation in the competition to deliver goods (perform works, provide services) in accordance with the requirements and conditions provided for in this competition documentation.

The validity period of the application for participation in the competition shall correspond to the required period established by the competition documentation.

12. An application for participation in the tender, submitted by a potential supplier who has expressed a desire to participate in the tender, to the organizer of public procurement must contain:

1) An application filled and signed by a potential supplier in accordance with Annexes 5 and 6 to this Model tender documentation;

2) the list of documents submitted by the potential supplier in confirmation of its compliance with the qualification requirements:

notarized documents confirming legal capacity (for legal entities), a copy of an identity card (for an individual) (at the same time, the customer receives information about the presence of registration as an individual entrepreneur on the website, if necessary: www.kgd.gov.kz in the "Electronic services/taxpayer search" tab);

permits (notifications) received (sent) in accordance with the legislation of the Republic of Kazakhstan on permits and notifications, in the form of a hard copy of an electronic document, the information of which shall be confirmed in the information systems of state bodies (in the absence of information in the information systems of state bodies, the potential supplier shall submit a notarized copy of the relevant permit (notification) received (sent) in accordance with the legislation of the Republic of Kazakhstan on permits and notifications);

notarized copies of patents, certificates, certificates, other documents confirming the right of a potential supplier to manufacture, process, supply and sell purchased goods, perform work, provide services;

certificate of registration (re-registration) of legal entities, accounting registration (re-registration) of their branches and representative offices, received from the web portal of "e-government": www.egov.kz;

the potential supplier shall confirm compliance with the qualification requirement for solvency by providing security for the execution of the contract in the form of a guarantee cash contribution, a bank guarantee of one or more resident banks of the Republic of Kazakhstan, or an insurance contract for the civil liability of the supplier;

ensuring the execution of the public procurement contract shall be provided by a potential supplier for the period established in the competition documentation until the full fulfillment of obligations under the public procurement contract;

information on qualifications for participation in the public procurement process in accordance with Annexes 7, 8 and 9 to this standard competition documentation;

if the potential supplier provides for the involvement of subcontractors (co-contractors) of works or services, the potential supplier shall submit to the organizer of state procurement documents confirming the compliance of the involved subcontractors (co-contractors) with the qualification requirements;

information on subcontractors for the performance of works (co-contractors for the provision of services), which shall be the subject of procurement at the competition, as well as types of works and services transferred by a potential supplier to subcontractors (co-contractors), according to annex 12 to this standard competition documentation.

Note: maximum scope of works and services transferred to subcontractors (co-contractors) for performance of works or rendering of services shall not exceed one second scope of works or rendered services in aggregate.

This requirement does not apply to the cases of conclusion of contracts on public procurement provided for in subparagraph 36) of paragraph 3 of Article 39 of the Law,

with legal entities determined by operators in accordance with the Laws of the Republic of Kazakhstan.

At the same time, subcontractors (co-contractors) shall be prohibited from transferring to other subcontractors (co-contractors) the scope of work or the provision of services that shall be the subject of government procurement;

3) technical specification with indication of national standards, and in their absence, interstate standards for procured goods, work, services. In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the procured goods, work, services shall be indicated, taking into account the standardization of public procurement, the timing and (or) volumes of the supply of goods, performance of work, rendering of services, provision of quality guarantees for servicing the goods, operating costs of the goods, terms of delivery of goods, performance of work, rendering of services in accordance with Appendices 2, 3 and 4 to this standard tender documentation.

Note: when carrying out public procurement of works requiring design and estimate documentation, a potential supplier shall be provided with a note of consent with the terms of design and estimate documentation, approved in the established procedure;

4) securing an application for participation in the tender in the amount established by the Law, in the form of a bank guarantee or a payment document confirming a guarantee cash deposit placed on the bank account of the organizer of public procurement;

5) a power of attorney to a person (s) representing the interests of a potential supplier for the right to sign an application for participation in the tender and meetings of the tender committee, with the exception of the first head of a potential supplier who has the right to sign without a power of attorney, in accordance with the charter of the potential supplier.

6) when making public procurement of works requiring design estimates, a potential supplier shall submit a letter of agreement with the terms of design estimates approved in the established manner.

2. Requirements for registration of applications for participation in the tender

13. The application for participation in the tender shall be submitted by a potential supplier to the public procurement organizer in a stitched form, with numbered pages and the last page shall be certified by its signature - and seal (for an individual, if available).

The technical part of the application for participation in the tender (in stitched form, with numbered pages, the last page certified by the signature and seal of the potential

supplier (for an individual, if available) and the original document confirming the security of the application for participation in the tender shall be attached separately.

14. The application for participation in the tender shall be printed or written in indelible ink and signed by the potential supplier and sealed (for an individual, if available).

15. There shall not be any insertion between lines, subtabs, or postscripts in the tender application unless the potential supplier needs to correct grammar or arithmetic mistakes.

16. The potential supplier shall seal the application for participation in the tender in an envelope, on the front side of which the full name and mailing address of the potential supplier shall be indicated (in order to return the application for participation in the tender unopened if it is declared as "late"), the full name and post address of the organizer of public procurement, the name of public procurement by the tender method , as well as the text as follows: "Tender for the procurement (indicate the name of the tender)" and "Do not open until: (indicate the date and time of the opening of applications for participation in the tender)".

3. The procedure for submitting applications for participation in the tender

17. An application for participation in the tender shall be submitted by potential suppliers or their authorized representatives to the public procurement organizer via personal delivery or using registered mail service at the following address: (indicate the full postal address of the organizer of public procurement, room number, full name (if available) of the persons (a) who is responsible for receiving and registering applications for participation in the tender) up to (indicate the date and time of the end of the receipt of tender applications) inclusively.

18. All tender applications received by the organizer of public procurement after the deadline for submitting tender applications shall not be opened and shall be returned to the potential suppliers who submitted them to the requisites indicated on the envelopes, with applications for participation in the tender or personally to authorized representatives of potential suppliers against receipt of receipt.

19. Applications for participation in the tender submitted by potential suppliers or their authorized representatives shall be registered by the authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person - by the secretary of the tender committee in the appropriate journal indicating the date and time of receipt of applications for participation in tender.

20. Envelopes with applications for participation in the tender drawn up with violation of the requirements for the execution of envelopes with tender applications

for participation in the tender provided for by this tender documentation shall not be subject to acceptance and registration.

4. Change of tender applications and their withdrawal

21. A potential supplier may change or withdraw its application for participation in the tender before the deadline for submitting tender applications has expired, without losing the right to return the security of its application for participation in the tender. The amendment shall be prepared, sealed and submitted in the same way as the application for participation in the tender.

The notice of withdrawal of the application for participation in the tender shall be issued in the form of an arbitrary statement addressed to the organizer of public procurement, signed by a potential supplier and sealed (for an individual, if available).

Amendment of the application for participation in the tender or withdrawal of the application for participation in the tender shall be valid if they are received by the organizer of public procurement before the deadline for submitting applications for participation in the tender.

22. Amendments and (or) additions shall be prohibited as well as the withdrawal of an application for participation in the tender, after the expiration of the deadline for submitting an envelope with an application for participation in the tender.

23. The organizer of public procurement no later than ten calendar days before the expiration of the tender applications established by the tender documentation, if necessary, shall send a request to potential suppliers to extend their application validity period for a specific period of time. A potential supplier has the right to reject such a request without losing the right to:

1) participation in ongoing public procurement through a tender during the term of his application for participation in the tender;

2) the refund of the security of the application for participation in the tender after the expiration of the validity of such an application.

24. A potential supplier shall bear all costs associated with its participation in public procurement by tender method. The customer, the organizer of public procurement, the tender committee, the expert committee, the expert shall not be liable for the reimbursement of these costs, regardless of the results of public procurement by tender method.

5. Opening by the tender committee of envelopes with applications to participate in public procurement by tender

25. Opening of envelopes with applications for participation in the tender shall be carried out by the tender committee in the presence of all arrived potential suppliers or

their authorized representatives (indicate the day, time and place of opening envelopes with tender applications and holding a meeting of the tender committee indicated in the announcement (notification) of the tender. The period between the deadline for submitting envelopes with tender applications and opening of envelopes with applications for participation in the tender shall not exceed two hours.

Envelopes with applications of potential suppliers submitted on time and in the manner specified in the announcement (notification) of the organizer of public procurement and this tender documentation shall be subject to opening.

If only one application for participation in the tender is submitted to the tender (lot) , then this application for participation in the tender shall be also opened and considered.

26. Authorized representatives of potential suppliers present at the opening of envelopes with applications for participation in the tender, confirming their presence, must present documents confirming their authority and register in the register of potential suppliers, (indicate the place, date and time of registration, this time shall be earlier the opening time of envelopes with applications for participation in the tender, and the place of registration shall be the same as the place of the opening procedure for envelopes with applications for participation in tender).

27. Intervention of potential suppliers or their authorized representatives present at a meeting of the tender committee for opening envelopes with applications for participation in the tender in the activities of the authorized representative of the public procurement organizer, tender committee, and secretary of the tender committee shall be prohibited.

28. At the indicated meeting of the tender committee:

1) authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person - the secretary of the tender committee, the details of which are indicated in this tender documentation, shall inform those present about:

on the composition of the tender committee, the secretary of the tender committee;

the number of potential suppliers who received a copy of the tender documentation;

the presence or absence of requests from potential suppliers, as well as the organizer of public procurement meeting with potential suppliers to clarify the provisions of the tender documentation;

the presence or absence of a fact, as well as the reasons for making changes and additions to the tender documentation;

potential suppliers who submitted applications for participation in the tender within the specified time period, registered in the relevant registration journal;

2) the chairman of the tender committee or a person determined by the chairman from among the members of the tender committee shall:

open envelopes with applications for participation in the tender and announce a list of documents contained in the application and their summary;

3) secretary of the tender committee shall:

draw up an appropriate protocol for opening envelopes;

inform the authorized representatives of the potential supplier about the period during which they may receive a copy of the specified protocol of the tender committee meeting.

The protocol of the meeting of the tender committee for the opening of envelopes with applications for participation in the tender shall be signed and sheet initialed by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee.

A copy of the minutes of the said meeting of the tender committee shall be provided to potential suppliers or their authorized representatives who were present at the meeting of the tender committee for opening envelopes with applications for participation in the tender, no later than two working days following the day of the specified meeting of the tender committee, and absent upon their written request not later than two working days from the date of receipt of the request.

6. Consideration by the tender committee of applications for participation in public procurement by tender for their compliance with the requirements of the tender documentation and admission potential suppliers to tender

29. Consideration of applications for participation in the tender shall be carried out by the tender committee in order to determine among potential suppliers applying for participation in the tender, potential suppliers that meet the qualification requirements and requirements of the tender documentation, and their recognition by participants

30. When considering applications for participation in the competition, the competition committee shall:

1) request in writing from potential suppliers materials and clarifications in connection with their applications in order to facilitate the consideration, evaluation and comparison of applications for participation in the competition;

2) in order to clarify the information contained in the applications for participation in the competition, in writing request the necessary information from the relevant state bodies, individuals and legal entities.

Requests and other actions of the competition commission related to bringing the application for participation in the competition in accordance with the requirements of the competition documentation shall not be allowed. By bringing the application for participation in the competition in accordance with the requirements of the competition documentation, the actions of the competition commission aimed at supplementing the application for participation in the competition with the missing documents, replacing

the documents submitted in the application for participation in the competition, bringing into compliance with improperly executed documents.

The competition committee shall consider the application for participation in the competition as meeting the requirements of the competition documentation, if it contains grammatical or arithmetic errors to be corrected, without affecting the essence of the submitted application.

In order to clarify the compliance of potential suppliers with the requirements for the absence of tax debt, arrears on mandatory pension contributions, mandatory professional pension contributions and social contributions, the competition commission consider information on the official Internet resource of the authorized body in the field of state revenues.

In order to clarify the compliance of potential suppliers with the qualification requirements in terms of their non-involvement in the bankruptcy procedure and (or) the absence of unfulfilled obligations under executive documents and not included in the relevant register of debtors, the competition commission consider information posted on the Internet resource of the authorized body that monitor the conduct of bankruptcy procedures, and on the Internet resource of the authorized body in the field of ensuring the execution of executive documents.

31. The tender committee shall recognize the potential supplier as inadequate qualification requirements in following cases:

1) non-presentation by the potential supplier of the document (s) to confirm the compliance of the potential supplier and the subcontractor (co-executor) involved in it with work or services with qualification requirements;

2) the fact of non-compliance with qualification requirements is established on the basis of information contained in documents submitted by a potential supplier to confirm its compliance, as well as the non-compliance of the subcontractor (co-contractor) involved with it with qualification requirements;

3) establishing the fact of providing false information on qualification requirements

Recognition of a potential supplier as inconsistent to qualification requirements on the grounds not provided for in paragraph 1 of Article 10 of the Law shall be prohibited.

The tender committee shall acknowledge that the security for the application for participation in the tender complies with the requirements of this tender documentation , if the security for the application is made in the amount of more than one percent of the amount.

32. The tender committee recognizes the security of the application for participation in the tender as not meeting the requirements of this tender documentation in cases:

1) insufficient validity period of the security of the application for participation in the tender, presented in the form of a bank guarantee;

2) improper execution of the security for the application for participation in the tender, which is expressed in the absence of information that does not allow the tender committee to establish:

the person who issued the security for the application for participation in the tender ;

the name of government procurement of goods, works, services by tender, for participation in which the security of the application submitted in the form of a bank guarantee is made;

the validity period of the application security presented in the form of a bank guarantee, and (or) the amount of the application security, as well as the conditions for its submission;

the person to whom the security for the application for participation in the tender has been issued;

person in whose favor the application for participation in the tender is secured.

3) making security for an application for participation in the tender in the amount of less than one percent of the amount allocated to the tender.

For other reasons, the recognition of the security of the application for participation in the tender as not meeting the requirements of the tender documentation shall be prohibited.

33. A potential supplier applying for participation in the tender shall not be allowed to participate in the tender (shall not be recognized as a tender participant) if:

1) he and (or) his subcontractor or subcontractor are determined not to meet qualification requirements;

2) violated the requirements of Article 6 of the Law or the subcontractor (co-executor) involved by him violated the requirements of subparagraphs 7), 8), 9) and 10) of paragraph 1 of Article 6 of the Law;

3) his application for participation in the tender is determined not to meet the requirements of the tender documentation.

If the potential supplier is not allowed to participate in the tender on the grounds provided for in subparagraph 2) of this paragraph, then:

the protocol on admission to participation in the tender shall include the justification for rejecting the application for participation in the tender of such a potential supplier;

information about a potential supplier that violated the requirements of Article 6 of the Law shall be entered in the established manner in the register of unscrupulous participants in public procurement.

34. Based on the results of consideration of applications for participation in the tender, the tender committee shall:

1) identify potential suppliers that meet the qualification requirements and requirements of the tender documentation that are allowed to participate in the tender (participants);

2) draw up a protocol on preliminary admission to participation in the tender.

The protocol of preliminary admission to participation in the tender shall not be drawn up if potential suppliers meet the qualification requirements and requirements of the tender documentation;

3) draw up a protocol on admission to participation in the tender and determine the day, time, place of presentation by potential suppliers allowed to participate in the tender (participants) of tender price proposals to the public procurement organizer.

35. The protocol on preliminary admission to participation in the tender shall be signed, initialed in full by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee on the day of the decision on preliminary admission to participate in the tender.

The protocol on admission to participation in the tender shall be signed by all members present at the meeting, as well as by the secretary of the tender committee.

The organizer of public procurement no later than one working day following the day of signing the protocol on admission to participation in the tender, shall submit or send a copy of the specified protocol to all potential suppliers who submitted applications for participation in the tender. The decision of the tender committee on admission to participation in the tender may be appealed in the manner specified in Article 47 of the Law.

7. Registration of potential suppliers admitted to participation in the tender, the tender price offers

36. Submitted by potential suppliers admitted to participation in tender (participants of tender), tender price offers shall be drawn up in the following way:

1) the tender price offer form shall be printed or written in indelible ink and signed by the potential supplier and sealed (for an individual, if available);

2) in the tender price offer there shall not be any inserts between lines, subtabs or postscripts, except for cases when a potential supplier needs to correct grammatical mistakes;

3) tender price offers of domestic potential suppliers shall be expressed in tenge.

37. A tender price offer, in case of participation of a potential supplier in ten or more lots, may be submitted in a form in accordance with Appendix 14 to the Model tender documentation.

The potential supplier shall seal the tender price offer in an envelope, on the front side of which the full name of the potential supplier shall be indicated, as well as the text as follows: "Tender for the purchase (indicate the name of the tender) - Tender price offer - Do not open until: (indicate the date and time opening of tender price offers)".

It shall be prohibited for a participant to submit more than one tender price offer, as well as recall of a tender price offer or making amendments and (or) additions to a submitted tender price offer.

8. Assessment and comparison by tender committee of tender price offers of participants and determination of the winner of the tender

38. On the day, time and place established by the protocol on admission to participation in the tender, the tender committee shall hold a meeting to assess and compare the tender price proposals of bidders.

The tender committee, in chronological order, enters into the journal of registration of tender price offers information about the participants of the tender who submitted envelopes with tender price offers before the deadline established by the protocol on admission to participation in the tender.

At a meeting of the tender committee, the chairman of the tender committee or a person determined by the chairman from among the members of the tender committee shall:

open the envelopes with tender price offers of participants in the chronological order of their registration;

announce in chronological order of registration of tender price offers of participants submitting tender price offers;

hand over opened envelopes with tender price offers to the secretary of the tender committee.

39. Participants of the tender and (or) their authorized representatives, if necessary, study the contents of envelopes with tender price offers.

40. If necessary, participants and (or) their authorized representatives present at the meeting of the tender committee for assessment and comparison of tender price offers.

41. To facilitate the assessment and comparison of tender price offers, the tender committee shall transfer all prices of tender price offers, expressed in various currencies, into the currency of the Republic of Kazakhstan - tenge at the official rate established by the National Bank of the Republic of Kazakhstan at the date of the meeting of the tender committee for the assessment and comparison of tender price offers (tender participants).

42. Tender committee shall:

- 1) reject tender price offers of participants in excess of the amount allotted for the implementation of public procurement of goods, works, services by tender method;
- 2) reject the tender price offer of the participants if its price is dumping;
- 3) determine the winner of the tender on the basis of the lowest price.

43. Based on the results of the assessment and comparison of tender price offers of the tender participants and determination of the winner of the tender, the tender committee shall draw up a protocol on the results of state purchases of goods, works, services by the tender method, which shall be initialed and signed by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee.

44. The organizer of public procurement no later than one working day from the day of receipt of a written request from a potential supplier, the details of which are entered in the registration journal of applications for participation in the tender, must provide him with a copy of the protocol on the results of public procurement by tender method.

9. Return of security for applications for participation in the tender

45. The organizer of public procurement shall return the security for the application for participation in the tender to the potential supplier within three working days from the date of one of the following cases:

- 1) withdrawal by this potential supplier of their application for participation in the tender before the deadline for submitting applications for participation in the tender;
- 2) signing a protocol on admission to participation in the tender (this case does not apply to potential suppliers recognized as the tender participants);
- 3) signing a protocol on the results of public procurement by the tender method (this case does not apply to the tender participant determined as the tender winner);
- 4) the entry into force of the public procurement contract and the introduction by the winner of the tender of the enforcement of the public procurement contract provided for in the tender documentation;
- 5) the expiration of the application of a potential supplier to participate in the tender.

46. The security of the application for participation in the tender shall not be returned by the organizer of public procurement in cases if:

- 1) a potential supplier withdrew or amended and (or) supplemented the application for participation in the tender after the deadline for submitting applications for participation in the tender;
- 2) a potential supplier, recognized as a participant in the tender, did not submit within the prescribed period or withdraws its tender price offer;

3) a potential supplier, determined by the winner of the tender, declined to conclude a public procurement contract;

4) the winner of the tender, concluding an agreement on public procurement, did not fulfill or did not comply in time with the requirements established by the tender documentation on making and (or) terms for making security for the execution of an agreement on public procurement.

10. Contract on public procurement according to the results of the tender

47. Within five working days from the date of signing the protocol on the results of public procurement by tender, the customer signs and sends the supplier a draft contract on public procurement of goods, works, and services in accordance with the requirements of the Law and on the basis of the Model contract on public procurement of works (goods/services).

Therewith the minimum term for the delivery of goods, the performance of work, the provision of services under the contract shall be not less than the time spent on the supply of goods, including its manufacture (production), delivery, performance of work, provision of services, but not less than fifteen calendar days.

48. The customer shall return the security for the execution of the public procurement contract to the supplier within five working days from the date of full and proper fulfillment by the supplier of his obligations under the contract.

In the event of improper performance by the supplier of its obligations under the public procurement contract, the customer shall return the security provided for the execution of the public procurement contract within five working days from the date of the fact that the penalty was paid to the income of the corresponding budget, state enterprise, legal entity, fifty or more percent of voting shares (shares in the authorized capital) of which belong to the state, or legal entities affiliated with them.

49. In the cases provided for in paragraphs 14, 15 and 16 of Article 43 of the Law, the contract contains provisions on its conclusion for a period of more than one financial year.

50. The contract contains conditions for amending the public procurement contract.

51. The agreement with domestic producers and domestic suppliers of works and services contains a condition on prepayment and full payment for the supply of goods, the performance of work, and the provision of services. Therewith the full payment term does not exceed thirty calendar days from the date of fulfillment of obligations under this agreement.

52. If a potential supplier, recognized as the winner, within the time frames established by the Law, did not submit to the customer a signed public procurement

contract or, having concluded a public procurement contract, did not provide security for the public procurement contract execution, then such a potential supplier shall be recognized as having evaded the conclusion of public procurement contract.

53. In the event of recognizing a potential supplier, determined as the winner of public procurement, as having evaded the conclusion of public procurement contract, the customer shall:

1) withhold the security of the application for participation in the tender, made by him, and apply to the court with a claim to recognize such a potential supplier as an unprincipled participant in public procurement;

2) be entitled to file a lawsuit with the court about forcing such a potential supplier to conclude a public procurement contract, as well as compensation for losses caused by evading the conclusion of a public procurement contract.

Annex 1
to the Model tender documentation

The list of procured goods, works and services

Tender for public procurement _____
(indicate full name)

No. of the lot	Customer name	Name of goods (work, service) *	Unit of measurement	Quantity, volume	Delivery terms (in accordance with INCOTE RMS 2000)	Delivery time for goods, work, services	Place of delivery of goods, performance of work, provision of services	Advance payment amount, %	Amount allocated for public procurement by way of tender (by lot No.), tenge
1	2	3	4	5	6	7	8	9	10
		(In the case when the characteristics of the goods (work or services) are described in the technical specification, this column shall indicate the brief name of							

		the goods (work or service) and a reference to a specific section of the technical specificati on for each item)							
--	--	--	--	--	--	--	--	--	--

* Full description and characteristics of goods, works, services shall be indicated in the technical specification

Position, full name (if available) and signature Position, full name (if available) and signature

of head of state procurement organizer head of customer

_____/_____/_____/_____/

Date _____ Date _____

stamp here stamp here

Appendix 2
to Standard tender
documentation

Technical specification of procured goods (work, services) (provided for each lot separately)

Footnote. Appendix 2 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

No. of the tender _____

Name of the tender _____

No. of the lot _____

Name of the lot _____

Technical specification shall be developed with an indication of national standards, and in the absence of them, interstate standards for 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, taking into account standardization of public procurement.

At the same time, the technical specification must contain 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.

When carrying out public procurement of works requiring design and estimate documentation, instead of technical specification, the tender documentation must contain the design and estimate documentation approved in the established procedure. In this event, the terms of performance of work on such public procurement must correspond to the terms of performance of work indicated in the design and estimate documentation approved in in the established procedure.

When carrying out public procurement of works on the development of a feasibility study and development of design and estimate (standard design and estimate) documentation, the terms of reference for their development must indicate the requirement for the use of materials and equipment in the calculations and design that comply with the current national and non-governmental standards of the Republic of Kazakhstan (in their existence).

In the technical specification for goods, services, the description of functional, technical, quality and performance characteristics shall be distributed to appropriate sections containing the functionality limits, parameters of technical characteristics, intended use of the product and the operating conditions of the goods, services.

If necessary, the technical specification shall indicate the related services required in the supply of goods (installation, adjustment, training, inspection and testing of goods, and so on) to the customer, and where they should be carried out, the year of the product manufacture, the warranty period.

In the event of procuring services, whose rendering quality depends on the qualifications of the professional rendering such services, the technical specification shall describe the requirements for the professional, determining his level and profile of professional training, the length of service required to perform the duties assigned to him.

Appendix 3
to Standard tender
documentation

Technical specification of procured goods (provided by potential supplier for each lot separately)

Footnote. Appendix 3 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

No. of the tender _____

Name of the tender _____

No. of the lot	
Name of the lot	
Product name (with indication of the brand, model, type and/or trademark or service mark etc.)	

Country of origin	
Manufacturer	
Year of manufacture	
Warranty period (in existence) (in months)	
description of functional, technical, quality and performance specifications	
Other data, confirming compliance of the product with the requirements of the tender documentation (technical specification).	

Technical specification shall be developed with an indication of national standards, and in the absence of them, interstate standards for 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, taking into account standardization of public procurement.

At the same time, the technical specification must 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.

Appendix 4
to Standard tender
documentation

Technical specification of procured works

Footnote. Appendix 4 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

Tender on public procurement _____ (indicate full name)

Technical specification shall be developed with a full description of the required technical and quality characteristics of the procured work, including the necessary specifications, plans, drawings, sketches, and with indication of national standards, and in their absence, interstate standards for the procured work.

In the absence of national and interstate standards, the required functional, technical, quality and operational characteristics of the procured, works shall be indicated, taking into account standardization of public procurement.

When carrying out public procurement of works requiring design and estimate documentation, instead of technical specification, the tender documentation must contain the design and estimate documentation approved in the established procedure. In this event, the terms of performance of work on such public procurement must correspond to the terms of performance of work indicated in the design and estimate documentation approved in in the established procedure.

Also in this technical specification, the public procurement organizer shall provide a brief description of the construction site, geographic, engineering-geological and other special natural conditions, availability of infrastructure and communications, description of local resources, the system of standards and technical regulations and indicate full setup of the project, requirements for engineering preparation of the site, production and equipment technology, engineering support, materials and structures used, facility equipment, etc., excluding disagreements when putting the facility into operation.

Annex 5
to the Model
tender documentation

Application for participation in the tender (for legal entities)

To _____
(the name of the organizer of public procurement shall be indicated)

From _____
(the name of the potential supplier shall be indicated)

1. Information about the legal entity applying for participation in the tender (potential supplier):

Legal, postal address and contact numbers of the potential supplier	
Bank requisites of the legal entity (BIN, BIC, IIC), as well as the full name and address of the bank or its branch where the legal entity is serviced	
Full name (If available) of the first head of the legal entity	

2. _____ (the full name of the legal entity shall be indicated)

hereby with this application expresses a desire to participate in public procurement by tender method (indicate the full name of the tender) as a potential supplier and expresses consent to carry out (supply of goods (s), performance of work, provision of services - indicate the necessary) in accordance with the requirements and conditions stipulated by the tender documentation.

3. The potential supplier confirms by this application that there are no violations of the restrictions provided for in Article 6 of the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter referred to as the Law).

Hereby this also expresses the consent of the potential supplier to terminate in accordance with the laws of the Republic of Kazakhstan, the contract on public procurement (goods(s), work, services - indicate the necessary), as provided for in paragraph 19 of Article 43 of the Law.

4. The potential supplier shall confirm that he studied the tender documentation and is aware of the responsibility for providing the organizer of public procurement and the

1. Information about the individual applying for participation in the tender (potential supplier):

Full name (if available) of an individual - a potential supplier in accordance with an identity document	
The data of the identity document of an individual - a potential supplier	
Address of registration of an individual - potential supplier	
Actual residential address of the potential supplier	
Number of certificate of registration, patent or other document giving the right to an occupation corresponding to the subject of the tender , entrepreneurial activity in accordance with the legislation of the Republic of Kazakhstan	
Bank requisites of an individual - potential supplier (IIN , BIC, IIC), as well as the full name and address of the bank or its branch where the individual is served	
Contact telephone numbers, postal address and e-mail address (if available) of an individual potential supplier	

2. _____ (full name (if available) of an individual shall be indicated)

hereby with this application expresses a desire to participate in public procurement by tender method (indicate the full name of the tender) as a potential supplier and expresses consent to carry out (supply of goods (s), performance of work, provision of services - indicate the necessary) in accordance with the requirements and conditions stipulated by the tender documentation.

3. The potential supplier confirms by this application that there are no violations of the restrictions provided for in Article 6 of the Law of the Republic of Kazakhstan “On Public Procurement” (hereinafter referred to as the Law).

Hereby with this also expresses the consent of the potential supplier to terminate the contract for public procurement (goods (s), work, services - indicate the necessary), in cases provided for in paragraph 19 of Article 43 of the Law.

4. The potential supplier confirms that he studied the tender documentation and is aware of the responsibility for providing the organizer of public procurement and the tender committee with inaccurate information about his competence, qualifications, quality and other characteristics (of the supplied goods (s), work performed, services rendered - indicate the necessary), compliance with copyright and related rights, as well as other restrictions provided for by the current legislation of the Republic of Kazakhstan.

The potential supplier assumes full responsibility for the submission of such false information in this application for participation in the tender and the documents attached to it.

5. This tender application is valid for days from the date of opening of tender applications.

Footnote. Paragraph 5 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

6. In the case of recognition of our tender application as winning one, we will make security for the execution of the public procurement contract in the amount of three percent of the total amount of the contract (indicated if the security for the performance of the contract was provided for in the tender documentation).

In the case of recognition of our tender application as winning one, we will make an advance payment in the amount equal to the advance payment (if advance payment is required by the tender documentation).

7. Until the conclusion of the public procurement contract, this application for participation in the tender, together with your notification of recognition of it as winning one, will fulfill the role of a binding contract between us.

(Full name (if available) of an individual - potential supplier and his signature)
Date of completion _____

Annex 7
to the Model tender documentation

Qualification information (filled out by a potential supplier when procuring work)

Footnote. Annex 7 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

No. of tender _____

Name of the tender _____

No. of lot _____

Name of lot _____

1. General information about the potential supplier:

Name _____

BIN / IIN / TIN / TRN _____

2. The volume of work performed by a potential supplier over the past fifteen years, similar (similar) to those procured at the tender, with attachment of copies of supporting documents * (to be completed if available).

Name of work	Place of work (location of the object)	Name of the customer	Year, month of completion of work	Name, date and number of supporting document	Cost of contract, tenge
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3. The potential supplier shall indicate the information on the availability of equipment (mechanisms, machines) provided for in the tender documentation, or similar (additional) equipment (mechanisms, machines) necessary for the performance of work, with attachment of the copies of supporting documents**.

No.	Name of equipment (mechanisms, machines)	(Number of units available	Condition (new, good, bad)	Own (attach documents confirming ownership) leased (from whom and attach documents confirming leaseholder's ownership)	Name, date and number of supporting document
-----	--	----------------------------	----------------------------	--	--

4. Information on labor resources with attachment of copies of supporting documents **.

No.	Surname, name, patronymic (if available) of employees (attach a copy of an identity card)	Position	Citizenship	Qualification according to an education certificate (attach an electronic copy of an education certificate)
1				
2				
3				
...				

Hereby I confirm the accuracy of all qualification information

Note:

* if the subject of the tender is construction, documents confirming work experience shall be the copies of acts of work performed and acceptance of objects into operation;

if the subject of the tender is other types of work, documents confirming work experience shall be copies of acts of work performed and invoices;

if the subject of the tender is new construction, the experience of only the construction of new facilities shall be taken into account;

if the subjects of the tender are expansion, modernization, technical re-equipment and reconstruction, then the experience of building new objects, expansion, modernization, technical re-equipment and reconstruction of existing objects, with the exception of major repairs, shall be taken into account;

if the subject of the tender is overhaul, then the experience of the construction of new facilities, expansion, modernization, technical re-equipment, reconstruction and overhaul of existing facilities shall be taken into account.

When calculating work experience in the field of construction, the functional purpose and industry affiliation of construction objects and their technical and (or)

technological complexity, determined in accordance with the legislation of the Republic of Kazakhstan on architectural, urban planning and construction activities, shall be taken into account.

** The submission of copies of supporting documents is required only for the information indicated in the tender documentation. If the tender documentation does not provide requirements for the possession of the relevant material and labor resources , copies of supporting documents may not be submitted.

Appendix 8
to Standard tender
documentation

Information on qualification (filled out by potential supplier in procurement of services)

Footnote. Appendix 8 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

No. of the tender _____

Name of the tender _____

No. of the lot _____

Name of the lot _____

1. General information about potential supplier:

Name _____

BIN/IIN /TIN/TRN _____

2. Volume of services rendered by a potential supplier over the past ten years, similar to those procured at the tender, with the attachment of copies of supporting documents (to be filled out in their existence).

Name of the service	Place of service rendering	Customer name	Year and month of service rendering(from _ _ to _ _)	Name, date and number of the confirming document	Contract cost, KZT
---------------------	----------------------------	---------------	--	--	--------------------

3. Potential supplier shall indicate information on the availability of material resources, provided for in the tender documentation, necessary for the rendering of services, with copies of supporting documents attached.

No.	Name of material resources	Number of available items (pieces)	Condition (new, good, poor)	Owned (with attached documents, confirming ownership right), taken on lease (from where, with attached documents, confirming ownership right)	Name, date and number of
-----	----------------------------	------------------------------------	-----------------------------	---	--------------------------

				of the lease provider)	confirming document
--	--	--	--	------------------------	---------------------

4. Potential supplier shall indicate information on professionals qualified for performing the duties assigned to them that are required for rendering of services on the given tender (lot), with attachment of copies of confirming documents.

No.	Full name of the professional (with attachment of a copy of ID)	Length of experience in the rendering of services, procured in the tender	Qualification certificate (indicating number and date of issue of education diploma, certificate, qualification certificate attaching their copies)	Category, grade, class in the qualification field
-----	---	---	---	---

to be completed if the requirements for professionals and for the availability of such professionals are indicated in the technical specification of this tender (lot).

<input type="checkbox"/>	I hereby confirm the accuracy of all information on qualification
--------------------------	---

Note:

1. Documents confirming the work experience on public procurement contracts related to the rendering of services provided for in Article 397 of the Tax Code, and also services that are accounted for through certified metering systems (devices), including utilities (water supply, sanitation, gas supply) and communication services shall be a copy of the invoice.

2. Copies of supporting documents shall be mandatory only on the information specified in the tender documentation. If the tender documentation does not provide for requirements of possessing the relevant material and labor resources, copies of supporting documents may not be provided.

3. The document confirming the right to lease material resources is a copy of the lease agreement or a copy of the preliminary lease agreement. In this event, the lease term under contracts shall not be less than the term for the provision of services established in the tender documentation.

4. In the existence of requirement for work experience, a copy of an extract from the Unified Accumulative Pension Fund on the listed mandatory pension contributions or information from the State Social Insurance Fund on 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 dated November 23, 2015 shall be the document confirming the length of service of the professional..

In this event, the professional's work experience is taken into account for the last ten years.

5. It shall not be allowed to submit a copy of the contract for sublease of material resources.

6. When calculating work experience under contracts with a term exceeding one year, the year of completion of the service shall be taken into account.

Explanation of abbreviations:

BIN- business identification number;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN - tax payer registration number.

Appendix 9
to Standard tender
documentation

Information on qualification (filled out by potential supplier in procurement of goods)

Footnote. Appendix 9 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

No. of the tender _____

Name of the tender _____

No. of the lot _____

Name of the lot _____

1. General information about potential supplier:

Name _____

BIN/IIN /TIN/TRN _____

2. Volume of goods delivered by a potential supplier over the last ten years, similar to those procured at the tender, with the attachment of copies of confirming documents (to be filled out in their existence).

Name of the product	Name of the recipient	Place of product delivery	Date of product delivery	Name, date and number of the confirming document	Contract cost, KZT
I hereby confirm the accuracy of all information on qualification					

Note:

Copies of acts of acceptance of goods and invoices shall serve as documents confirming work experience in the procured goods market. In the existence of work experience in the procured goods market before January 1, 2017, copies of invoices and invoices can also serve as documents confirming the work experience.

Explanation of abbreviations:

BIN- business identification number;

IIN - individual identification number;

TIN - taxpayer identification number;

TRN - tax payer registration number.

Bank guarantee

Name of the bank _____
(name and bank requisites)

To _____
(name and requisites of public procurement organizer)

Guarantee obligation No. _____
" " _____
(location)

We were informed that _____
(name of potential supplier)
hereinafter referred to as the "Supplier" takes part in the procurement tender
_____ organized by _____
(name of the organizer of public procurement)
_____ and ready to deliver (perform work,
provide service)

_____.
name of goods, works, services by tender (lot/s)

By tender documentation from " " _____ to conduct the
above-mentioned tender, it is envisaged that potential suppliers provide the tender
application in the form of a bank guarantee.

In this regard, we _____ hereby undertake (bank name)
irrevocable obligation to pay You at Your request the amount equal _____

(amount in figures and words)

upon receipt of Your written request for payment, as well as written confirmation
that the Supplier:

withdrew or amended and (or) supplemented the application for participation in the
tender after the deadline for submitting applications for participation in the tender;

recognized as a participant in the tender, did not submit within the prescribed
period or withdrawn its tender price offer;

determined by the winner of the tender, evaded the conclusion of a public
procurement contract;

having entered into an agreement on public procurement, they failed to fulfill or did
not timely comply with the requirements established by the tender documentation on
making and (or) the timing of making security for the execution of the public
procurement contract.

This warranty obligation shall enter into effect on the day the tender envelopes are opened.

This guarantee obligation shall be valid until the deadline for the Supplier's tender application for participation in the tender and shall expire completely and automatically, regardless of whether this document will be returned to us or not if Your written request is not received by us by the end of _____. If the tender period is extended, then this warranty shall be extended for the same period.

All rights and obligations arising in connection with this warranty obligation shall be governed by the legislation of the Republic of Kazakhstan.

Signature and stamp of the guarantor

Date and address

Annex 11
to the Model tender documentation

Certificate of absence of debt

Footnote. Annex 11 has been excluded by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

Appendix 12
to Standard tender
documentation

Information on subcontractors for performance of works (co-contractors in the provision of services) that are the procurement item at the tender, and also types of works and services transferred by a potential supplier to subcontractors (co-contractors) (indicate the full name of the tender)

Footnote. Appendix 12 as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

No.	Name of subcontractor (co-contractor) - legal entity or full name of the subcontractor (co-contractor) who is an individual	Business identification number of the subcontractor (co-contractor), full legal and postal address, contact phone number	Name of the work performed (services provided) in accordance with technical specification	Volume of work performed (services provided) in accordance with technical specification in monetary terms	Volume of work performed (services provided) in accordance with technical specification in percentage terms
Total on this subcontractor (co-contractor)				KZT	% of the volume

Total on this subcontractor (co-contractor)		KZT	% of the volume
Total on all subcontractors (co-contractors)		KZT	% of the volume

The subcontractor (s) (co-contractor (s) of a potential supplier applying for participation in the tender (indicate the full name of the tender) hereby express their awareness of the conditions for participation in public procurement by tender method (indicate full name of the tender), and assume responsibility for violation of the requirements stipulated by the tender documentation in the part related to subcontractors (co-contractors) of a potential supplier.

Name of subcontractor (co-contractor) - legal entity or full name of the subcontractor (co-contractor) who is an individual	Full name of the authorized representative of the subcontractor (co-contractor)	Signature
---	---	-----------

Maximum volume of work and services transferred by a potential supplier to subcontractors (co-contractors) shall not exceed in aggregate one-half of the volume of work

performed or services provided.

This requirement shall not apply to cases of concluding public procurement contracts, provided for by subparagraph 36) of paragraph 3 of Article 39 of the Law, with legal entities determined by operators in accordance with the laws of the Republic of Kazakhstan.

In this case, subcontractors (co-contractors) shall be prohibited to transfer to other subcontractors (co-contractors) the volumes of work performed or rendering of services that are the public procurement item.

Annex 13
to the Model
tender documentation

Price table of potential supplier

Footnote. Annex 13 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

(name of potential supplier)

(filled out separately for each lot with an indication of the lot number)

№	Content	Name of the product, work, service
1	Short description	
2	Country of origin (exclude when purchasing works and services)	

3	Manufacturer (exclude works and services when purchasing)	
4	Unit of measurement	
5	Price _____ per unit in _____ on the terms _____ INCOTERMS 2000 (destination)	
6	Quantity (volume)	
7	Total price = p.5 x p.6, in _____ including all costs of the potential supplier for transportation, insurance, payment of customs duties, taxes (excluding VAT), payments and fees, the cost of components and mandatory spare parts, maintenance during the initial service life per unit of measurement, other costs	
8	Excluded by the Decree of the Government of the Republic of Kazakhstan dated 29.12.2018 No. 910 (effective from the date of its first official publication).	

Hereby we agree with Your terms of payment stipulated in the tender documentation. _____

(Signature) (Position, Full name (if available))

Stamp here

Note: the line “total price” shall be considered by the tender committee as determined taking into account all the costs of the potential supplier and shall not be subject to revision.

Annex 14
to the Model
tender documentation

Price table of potential supplier

Footnote. Annex 14 as amended by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).

(name of potential supplier)

		Content					
							Total price = p. 7 x p. 8, in _____ including all expenses of a potential

No. of the lot	Name of goods, work, services	Short description	Country of origin (to exclude for procurement of works and services)	Manufacturer (to exclude for procurement of works and services)	Unit of measurement	Unit price for unit _____ per _____ on terms _____ INCOTERMS 2000 (destination)	Quantity (volume)	supplier for transportation, insurance, payment of customs duties, taxes (excluding VAT), fees and charges, the cost of components and required spare parts, maintenance during the initial period operation per unit of measure, other expenses
----------------	-------------------------------	-------------------	--	---	---------------------	---	-------------------	--

Hereby we agree with Your terms of payment stipulated in the tender documentation. _____

(Signature) (Position, Full Name (if available))

Stamp here (if available)

No.	Content	Name of goods, work, services
1	Short description	
2	Country of origin (to exclude for procurement of works and services)	
3	Manufacturer (to exclude for procurement of works and services)	
4	Unit of measurement	
5	Unit price for unit _____ per _____ on terms _____ INCOTERMS 2000 (destination)	
6	Quantity (volume)	
	Total price = p. 5 x p. 6, in _____ including all expenses of a potential supplier for transportation, insurance	

7	, payment of customs duties, taxes (excluding VAT), payments and fees, the cost of components and required spare parts, maintenance during the initial period operation per unit of measure, other expenses	
8	Excluded by the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication).	

(Note: the line “total price” shall be considered by the tender committee as determined taking into account all the costs of the potential supplier and shall not be subject to revision.)

Annex 2-1
to the Rules for public
procurement with the
application of special procedure
Hereby I approve:

(indicate the full name of the customer,
last name, first name, patronymic (if
available)
of his official who approved
this tender documentation)
Decision No.
dated " " ____ 20 ____

Model tender documentation for public procurement of services for the organization of catering for Armed Forces

Footnote. The Rules have been supplemented by Annex 2-1 in accordance with the Resolution of the Government of the Republic of Kazakhstan No. 910 dated December 29, 2018 (shall come into effect from the date of its first official publication); as amended by Resolution No. 261 of the Government of the Republic of Kazakhstan dated 06.05.2019 (shall be enforced from the date of its first official publication).

(name of public procurement by tender method)
Customer _____

(full name, location of the customer, BIN, bank requisites)
Customer representative _____

(Surname, name, patronymic (if available) of the official –representative
Customer contact phone numbers and, if available, email address)
Organizer of public procurement _____

(full name, location, BIN, bank requisites)

Representative of the organizer of public procurement _____

_____ (surname, name, patronymic (if available) of the official representative of organizer of public procurement, position, contact numbers and if available email address)

Cost of tender documentation _____

_____ (indicate the cost of tender documentation in tenge, if charging for the presentation of tender documentation is not provided, then this paragraph shall be stated as follows: “Tender documentation is submitted for free”)

1. General Provisions

1. The tender is held to select the supplier(s)

(indicate the name of the service).

2. The amount allocated for this tender (lot) for public procurement of services is _____ tenge (in the case of division of services into lots, the amount is indicated for each lot separately).

3. This tender documentation includes:

1) list of procured services, according to Annex 1 to the Model tender documentation, indicating the lot number, unit of measure, quantity, terms of service, date and place of provision, payment terms and the amount allocated for the procurement;

2) description and required technical, quality and functional characteristics of the procured services, technical specifications indicating the national standard or non-governmental standard approved by non-profit organizations of manufacturers of the Republic of Kazakhstan, if available, and, if necessary, specifying regulatory and technical documentation in accordance with Annex 2 to the Model tender documentation;

3) applications for participation in the tender for legal entities and individuals according to Annexes 5 and 6 to the Model tender documentation;

4) qualification of a potential provider for the provision of services according to Annex 8 to the Model tender documentation.

4. The potential supplier who has expressed a desire to participate in the tender, with an application for participation in the tender, makes a security of application for participation in the tender in the amount of one percent of the amount allocated for the purchase of services in one of the following forms:

1) guarantee payment of money deposited in the following bank account _____ (indicate the full requisites of the bank account of the customer or the organizer of public procurement);

2) bank guarantee according to the Annex 10 to the Model tender documentation.

5. The validity period of the security of the application for participation in the tender shall not be less than the validity period of the application itself for participation in the tender.

2. Clarification of the organizer of public procurement of provisions of the tender documentation to potential suppliers who have received its copy

6. A potential supplier applying for participation in the tender, if necessary, makes a written request for clarification of the provisions of the tender documentation, but no later than ____ hours, ____ minutes, " __ " _____ 20___. Requests of potential suppliers shall be sent to the following details of the organizer of public procurement: (indicate the post address of the organizer of public procurement, unit and room number where the requests will be received).

7. The organizer of public procurement shall respond to it within three working days from the date of receipt of the request and, without indicating from whom the request was received, send an explanation of the provisions of the tender documentation to persons whose information is entered in the register of persons received tender documentation.

8. The organizer of public procurement no later than ____ o'clock, ____ min., " __ " _____ 20 __ on their own initiative or in response to a request from a potential supplier, to whom the organizer of public procurement has submitted a copy of the tender documentation, makes changes and (or) additions to the tender the documentation. Amendments to the tender documentation shall be drawn up in the same manner as the approval of the tender documentation.

The amendments are binding and within no more than one working day from the date of approval of the changes to the tender documentation shall be sent by the public procurement organizer free of charge to all potential suppliers who are provided with a copy of the tender documentation. Therewith the deadline for submitting applications for participation in the tender shall be extended by the organizer of public procurement for a period of not less than ten calendar days for potential suppliers to take into account these changes in applications for participation in the tender.

9. The organizer of public procurement shall hold a meeting with potential suppliers who are provided with a copy of the tender documentation, or their authorized representatives to clarify the provisions of the tender documentation in _____ (indicate the place, date and time of the meeting).

10. The organizer of public procurement shall draw up a protocol of a meeting with potential suppliers, which indicates the submitted requests of potential suppliers for clarification of the tender documentation without indicating their source, as well as answers to these requests. The protocol no later than two working days from the day of

the meeting with potential suppliers shall be sent to the tender committee and all potential suppliers to whom the organizer of public procurement submitted a copy of the tender documentation for the mail details specified in the register of potential suppliers who received tender documentation.

3. Requirements for filling out an application for participation in public procurement by tender method for public procurement of catering services for the personnel of the Armed Forces and presentation by potential suppliers of envelopes with applications for participation in public procurement

1. Application for participation in the tender

11. The application for participation in the tender is a form of expression of consent of a potential supplier applying for participation in the tender, to provide services in accordance with the requirements and conditions provided for in the tender documentation.

12. The application for participation in the tender, filled out and signed by the potential supplier in accordance with Annexes 5 and 6 to the Model tender documentation shall contain:

1) the list of documents submitted by a potential supplier in confirmation of its compliance with qualification requirements:

notarized documents confirming legal capacity (for legal entities), a copy of an identity card (for an individual). Therewith the customer receives information on the availability of registration as an individual entrepreneur on the website: www.kgd.gov.kz in the tab “Electronic Services/Search for Taxpayers”:

a legal entity shall submit a notarized copy of the charter approved in the manner prescribed by law, unless the legal entity carries out activities on the basis of the Model Charter, non-residents of the Republic of Kazakhstan submit a legalized extract from the trade register with a translation into Kazakh and (or) Russian languages;

permissions (notifications) received (sent) in accordance with the legislation of the Republic of Kazakhstan on permissions and notifications, in the form of a paper copy of an electronic document, 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 submits notarized certified copy of the relevant permission (notice) received (sent) in accordance with the legislation of Publications of Kazakhstan on permissions and notifications);

notarized copies of patents, certificates, certificates, other documents confirming the right of a potential supplier to manufacture, process, supply and sell procured goods, perform work, provide services;

a notarized copy of the certificate or certificate of state registration (re-registration) of a legal entity (if the legal entity operates on the basis of the Model Charter,

approved in accordance with the legislation of the Republic of Kazakhstan, then a notarized copy of the application for state registration);

a notarized extract from the constituent documents (if the charter does not contain information about the founders or the composition of the founders) containing information about the founder or the composition of the founders or the original extract from the register of shareholders, signed and certified with a seal in the prescribed manner, issued no earlier than one month preceding the opening date of envelopes;

information on the absence of tax debt, arrears of mandatory pension contributions, mandatory professional pension contributions and social contributions received no earlier than one month prior to the opening date of envelopes with tender applications;

a potential supplier has the right to confirm compliance with the general qualification requirement for solvency by providing security for the execution of the contract in the form of a bank guarantee of one or several resident banks of the Republic of Kazakhstan in the amount equal to one hundred percent of the amount of public procurements carried out together with the application for participation in the tender;

security of the public procurement contract is provided by the potential supplier for the period specified in the tender documentation for the full fulfillment of obligations under the public procurement contract;

information on qualifications in accordance with Annex 8 to the Model tender documentation;

2) technical specifications in accordance with Annex 2 to the Model tender documentation;

3) securing of application for participation in the tender in the amount established by the Law of the Republic of Kazakhstan “On Public Procurement”, in the form of a bank guarantee or a payment document confirming a guarantee money deposit placed on the bank account of the organizer of public procurement;

4) documents confirming the criteria for selecting the service provider, in accordance with Annex 14 to the Regulation of public procurement with the use of a special order;

5) a power of attorney to a person (s) representing the interests of a potential supplier for the right to sign an application for participation in the tender and meetings of the tender committee, with the exception of the first head of a potential supplier who has the right to sign without a power of attorney, in accordance with the charter of the potential supplier.

13. Attraction of co-executors of services shall be prohibited.

2. Requirements for registration of applications for participation in the tender

14. The application for participation in the tender shall be submitted by the potential supplier to the organizer of public procurement in stitched form, with numbered pages and the last page is certified by its signature and seal (if available).

The technical part of the application for participation in the tender (in stitched form with numbered pages, the last page, certified by the signature and seal of the potential supplier (if available) and the original document confirming the security of the tender application shall be attached separately.

15. The application for participation in the tender shall be printed or written in indelible ink and signed by the potential supplier and sealed (if available).

16. There shall not be any insertion between lines, subtabs, or postscripts in the tender application unless the potential supplier needs to correct grammar or arithmetic mistakes.

17. The potential supplier shall seal the application for participation in the tender in an envelope, on the front side of which the full name and mailing address of the potential supplier shall be indicated (in order to return the application for participation in the tender unopened if it is declared as “late”), the full name and post address of the organizer of public procurement, the name of public procurement by tender method, as well as the text as follows: “Tender for the procurement of (indicate the name of the tender)” and “Do not open until: (indicate the date and time of opening of applications for participation in the tender)”.

3. The procedure for submitting applications for participation in the tender

18. An application for participation in the tender shall be submitted by potential suppliers or their authorized representatives to the public procurement organizer on purpose or by registered mail at: (indicate the full postal address of the public procurement organizer, room number, last name, first name, middle name (if available) of persons (and) responsible for the reception and registration of applications for participation in the tender) up to (specify the date and time of the end of the receipt of tender applications) included.

19. All tender applications received by the organizer of public procurement after the deadline for submitting tender applications shall not be opened and shall be returned to the potential suppliers who submitted them at the details indicated on the envelopes, with applications for participation in the tender or personally to authorized representatives of potential suppliers against acquittance of receipt.

20. Applications for participation in the tender submitted by potential suppliers or their authorized representatives shall be registered by the authorized representative of the public procurement organizer, and in cases where the customer and the public

procurement organizer act in the same person, by the secretary of the tender committee in the appropriate journal indicating the date and time of receipt of applications for participation in the tender.

21. Envelopes with applications for participation in the tender shall not be subject to acceptance and registration in violation of the requirements for the execution of envelopes with tender applications for participation in the tender provided for by this tender documentation.

4. Change of tender applications and their withdrawal

22. Potential supplier may change or withdraw its application for participation in the tender before the deadline for submitting tender applications has expired, without losing the right to return the security of its application for participation in the tender. The amendment shall be prepared, sealed and submitted in the same way as the application for participation in the tender.

The notice of withdrawal of the application for participation in the tender shall be issued in the form of an arbitrary application addressed to the organizer of public procurement, signed by a potential supplier and sealed (if available).

Amendment of the application for participation in the tender or withdrawal of the application for participation in the tender are valid if they are received by the organizer of public procurement before the deadline for submitting applications for participation in the tender.

23. Amendments and (or) additions shall be prohibited, as well as the withdrawal of an application for participation in the tender, after the expiration of the deadline for submitting an envelope with an application for participation in the tender.

24. The organizer of public procurement no later than ten calendar days before the expiration of the tender applications established by the tender documentation, if necessary shall send a request to potential suppliers to extend their application validity period for a specific period of time. A potential supplier has the right to reject such a request without losing the right to:

1) participation in ongoing public procurement through a tender during the term of his application for participation in the tender;

2) the return of the security of the application for participation in the tender after the expiration of the validity of such an application.

25. A potential supplier shall bears all costs associated with its participation in public procurement through a tender. The customer, the organizer of public procurement, the tender committee, the expert committee, the expert shall not be liable for the reimbursement of these costs, regardless of the results of public procurement by tender method.

5. Opening by the tender committee of envelopes with applications for participation in public procurement by tender

26. Opening of envelopes with applications for participation in the tender shall be carried out by the tender committee in the presence of all arrived potential suppliers or their authorized representatives (indicate the day, time and place of opening envelopes with tender applications and holding a meeting of the tender committee indicated in the announcement (notification) of the tender. The period between the deadline for submitting envelopes with competitive applications and opening of envelopes with applications for participation in the tender shall not exceed two hours.

Envelopes with applications of potential suppliers, submitted within the time and procedure established in the announcement (notification) of the organizer of public procurement and this tender documentation shall be subject to open.

In the case when only one application for participation in the tender is submitted to the tender (lot), then this application for participation in the tender shall also be opened and considered.

27. Authorized representatives of potential suppliers present at the opening of envelopes with applications for participation in the tender, confirming their presence, must present documents confirming their authority and register in the register of potential suppliers, (indicate the place, date and time of registration, this time must be earlier the opening time of envelopes with applications for participation in the tender, and the place of registration shall be the same as the place of the opening procedure for envelopes with applications for participation in tender).

The use of audio recordings and video filming of the procedure for opening envelopes with applications for participation in the tender by potential suppliers and their authorized representatives shall be prohibited.

28. Intervention of potential suppliers or their authorized representatives present at a meeting of the tender committee for opening envelopes with applications for participation in the tender shall be prohibited in the activities of the authorized representative of the public procurement organizer, tender committee, and secretary of the tender committee.

29. At the indicated meeting of the tender committee:

1) authorized representative of the public procurement organizer, and in cases where the customer and the public procurement organizer act in the same person - the secretary of the tender committee, the details on whom are indicated in this tender documentation, informs those present about:

on the composition of the tender committee, the secretary of the tender committee;
the number of potential suppliers who received a copy of the tender documentation;

the presence or absence of requests from potential suppliers, as well as the organizer of public procurement meeting with potential suppliers to clarify the provisions of the tender documentation;

the presence or absence of a fact, as well as the reasons for making changes and additions to the tender documentation;

potential suppliers who submitted applications for participation in the tender within the specified time period, registered in the relevant registration journal;

2) chairman of the tender committee or a person determined by the chairman from among the members of the tender committee shall:

open the envelopes with applications for participation in the tender and announce a list of documents contained in the application, and their summary;

3) secretary of the tender committee shall:

draw up an appropriate protocol for opening envelopes;

inform the authorized representatives of the potential supplier about the period during which they may receive a copy of the specified minutes of the tender committee meeting.

The protocol of the meeting of the tender committee for the opening of envelopes with applications for participation in the tender shall be signed and by page initialed by all members of the tender committee present at the meeting, as well as by the secretary of the tender committee.

A copy of the protocol of the indicated meeting of the tender committee shall be presented to potential suppliers or their authorized representatives who were present at the meeting of the tender committee for opening envelopes with applications for participation in the tender, no later than two working days following the day of the specified meeting of the tender committee, and absent upon their written request not later than two business days from the date of receipt of the request.

6. Consideration by the tender committee of applications for participation in public procurement by tender method for their compliance with the requirements of tender documentation and admission of potential suppliers to participate in the tender. Assessment and comparison of the number of points scored by the participants of the tender according to the results of counting according to the criteria of the participants of the tender and determining the winner of the tender

30. Consideration of applications for participation in the tender shall be carried out by the tender committee in order to determine among potential suppliers applying for participation in the tender, potential suppliers that meet the qualification requirements and requirements of the tender documentation, and their recognition by participants.

31. When considering applications for participation in the tender, the tender committee is entitled to:

1) in writing, request from potential suppliers applying for participation in the tender materials and explanations in connection with their applications in order to facilitate consideration, assessment and comparison of applications for participation in the tender;

2) in order to clarify the information contained in the applications for participation in the tender, in writing, request the necessary information from the relevant state bodies, individuals and legal entities.

Requests and other actions of the tender committee related to bringing the application for participation in the tender in accordance with the requirements of the tender documentation shall be prohibited. Bringing the application for participation in the tender in accordance with the requirements of the tender documentation refers to the actions of the tender committee aimed at supplementing the application for participation in the tender with missing documents, replacing the documents presented in the application for participation in the tender, bringing in compliance with improperly executed documents.

The tender committee shall consider the application for participation in the tender as meeting the requirements of the tender documentation if it contains grammatical or arithmetic mistakes that may be corrected without affecting the essence of the submitted application.

32. The tender committee recognizes the potential supplier inconsistent with the qualification requirements in cases of:

1) non-presentation by the potential supplier of the document (s) to confirm the compliance of the potential supplier and the co-executor of services involved by him with the qualification requirements;

2) establishing the fact of non-compliance with qualification requirements on the basis of the information contained in the documents submitted by the potential supplier to confirm its compliance, as well as the non-compliance of the co-executor involved with it with the qualification requirements;

3) establishing the fact of submitting false information on qualification requirements.

Recognition of the potential supplier inconsistent with the qualification requirements on grounds not provided for by paragraph 1 of Article 10 of the Law shall be prohibited.

The tender committee shall acknowledge that the security for the application for participation in the tender complies with the requirements of this tender documentation , if the security for the application is made in the amount of more than one percent of the amount.

33. The tender committee recognizes the security of the application for participation in the tender as not meeting the requirements of this tender documentation in cases of:

1) insufficient validity period of the security of the application for participation in the tender, presented in the form of a bank guarantee;

2) improper execution of the security for the application for participation in the tender, which is expressed in the absence of information that does not allow the tender committee to establish:

the person who issued the security for the application for participation in the tender ;

the name of government procurement of goods, services by tender, for participation in which the security of the application submitted in the form of a bank guarantee is made;

the validity period of the application security presented in the form of a bank guarantee, and (or) the amount of the application security, as well as the conditions for its submission;

the person to whom the security for the application for participation in the tender has been issued;

the person in whose favor the application for participation in the tender is secured.

For other reasons, the recognition of the security of the application for participation in the tender as not meeting the requirements of the tender documentation shall be prohibited.

34. A potential supplier applying for participation in the tender shall not be allowed to participate in the tender (is not recognized as a tender participant) if:

1) he is determined not to comply with qualification requirements;

2) violated the requirements of Article 6 of the Law and subparagraphs 7), 8), 9) and 10) of paragraph 1 of Article 6 of the Law;

3) his application for participation in the tender is determined not to meet the requirements of the tender documentation.

If a potential supplier was not allowed to participate in the tender on the grounds provided for in subparagraph 2) of this paragraph:

the protocol on the results of the tender shall reflect the justification for rejecting the application for participation of such a potential supplier in the tender;

the information about a potential supplier that violated the requirements of Article 6 of the Law shall be entered in the established manner in the register of unscrupulous participants in public procurement.

35. The tender committee shall consider the applications for participation in the tender and decide on the preliminary admission of potential suppliers to participate in the tender within ten calendar days from the opening of envelopes with applications for

participation in the tender (in the case of complex public procurement of services having complex technical specifications and specifications , such applications shall be considered within twenty calendar days from the date of opening of envelopes with applications for participation in the tender).

The protocol on preliminary admission to participation in the tender shall be drawn up in accordance with Annex 10 to the Rules for public procurement using a special procedure, which is signed by the chairman and all members of the tender committee present at the meeting, as well as by the secretary of the tender committee on the day the decision on preliminary admission to participate in the tender is made. If available, an expert opinion or a dissenting opinion of an expert (member of an expert committee) may be attached to the protocol on preliminary admission to the tender).

The protocol of preliminary admission to participation in the tender shall not be drawn up if potential suppliers meet the qualification requirements and requirements of the tender documentation.

36. In the event that potential suppliers that do not meet the qualification requirements and requirements of the tender documentation are identified, the tender committee shall grant such potential suppliers the right to bring applications for participation in the tender in accordance with the qualification requirements and requirements of the tender documentation by the time specified in the preliminary admission protocol, which should be not less than seven working days from the date of signing the preliminary admission protocol.

The right to bring applications for tendering in conformity to the qualification requirements and requirements of the tender documentation shall not be granted to potential suppliers who:

- 1) breached the requirements of Article 6 of the Law;
- 2) submitted inaccurate information on qualification requirements and requirements of the tender documentation;
- 3) did not pay the tender security or did not pay it in the amount established by these Rules.

37. Based on the results of the repeated consideration of applications for participation in the tender, the tender committee assesses and compares the number of points scored by the tender participants according to the results of counting according to the criteria, including when one tender is submitted for participation in the tender.

38. The calculation of points according to the selection criteria of the supplier shall be calculated in accordance with Annex 14 to the Rules for public procurement using a special procedure.

39. If the potential supplier fails to submit documents confirming the criteria for the selection of the supplier, the tender committee shall not calculate the corresponding points for their assessment.

40. If the number of points is equal, the winner shall be the participant in the tender whose application has been registered earlier than applications of other potential suppliers.

41. According to the results of the consideration of applications, assessment and comparison of the number of points for participation in the tender, the competitive committee shall:

1) identify the potential suppliers that meet the qualification requirements and requirements of the tender documentation that are allowed to participate in the tender, and recognize them as participants;

2) assess and compare the number of points scored by the participants in the tender according to the results of the calculation according to the criteria, except when one application is allowed to participate in the tender;

3) the chairman, and in the case of his absence, the deputy chairman of the tender committee shall announce to the persons present at the meeting of the tender committee the results of the public procurement of services by the tender method and announce the winner of the tender.

42. Secretary of the tender committee shall:

1) no later than two working days from the day of the meeting of the competitive committee to determine potential suppliers the qualification requirements and requirements of the competitive documentation and to assess and compare the scores of the tender participants, draw up a draft protocol on the results of public procurement by way of a tender for catering services for personnel of the Armed Forces in accordance with Annex12-1 to the Rules for public procurement using a special procedure and shall ensure its signing and by page initialing by all present at the meeting members of the tender committee, as well as the secretary of the tender committee;

2) at the request of any potential supplier, the information on which is entered in the journal of registration of applications for participation in the tender, who submitted the application for participation in the tender, within one working day from the date of receipt of such a written request, send or present to authorized representatives of such potential suppliers a copy of the protocol free of charge on the results of public procurement of services by tender method;

3) within two working days from the date of signing the protocol on the results of public procurement of services by tender method, ensure the submission of a copy of the specified protocol to the customer.

7. Return of security applications for participation in the tender

43. The organizer of public procurement shall return the security for the application for participation in the tender to the potential supplier within three business days from the date of one of the following cases:

- 1) withdrawal by this potential supplier of his application for participation in the tender before the deadline for submitting applications for participation in the tender;
- 2) signing a protocol on the results of public procurement by the tender method (the specified case does not apply to the tender participant determined as winner of the tender);
- 3) the entry into force of the public procurement contract and the introduction by the winner of the tender of the security of the public procurement contract provided for in the tender documentation;
- 4) the expiration of the application of a potential supplier to participate in the tender.

44. The security of the application for participation in the tender shall not be returned by the organizer of public procurement in cases when:

- 1) a potential supplier withdrew or amended and (or) supplemented the application for participation in the tender after the deadline for submitting applications for participation in the tender;
- 2) a potential supplier, determined by the winner of the tender, declined to conclude a public procurement contract;
- 3) the winner of the tender, having concluded a public procurement contract, did not fulfill or did not timely fulfill the requirements established by the tender documentation on the submission and (or) the timing of making the enforcement of the public procurement contract.

8. Contract on public procurement according to the results of the tender

45. Within five working days from the date of signing the protocol on the results of public procurement by way of a tender for catering services for personnel of the Armed Forces, the customer shall sign and submit to the supplier a draft contract on public procurement of services in accordance with the requirements of the Law and on the basis of the Model Agreement on public procurement of services.

46. The customer shall return the security for the execution of the public procurement contract to the supplier within five working days from the date of full and proper fulfillment by the supplier of his obligations under the contract.

In the event of improper performance by the supplier of its obligations under the public procurement contract, the customer shall return the security provided for the execution of the public procurement contract within five working days from the date of the fact that the penalty was paid to the income of the corresponding budget, state enterprise, legal entity, fifty or more percent of voting shares (shares in the authorized capital) of which belong to the state, or legal entities affiliated with them.

47. In the cases provided for in paragraphs 14, 15 and 16 of Article 43 of the Law, the contract contains provisions on its conclusion for a period of more than one financial year.

48. The contract contains conditions for amending the public procurement contract.

49. The agreement with domestic producers and domestic service providers contains a condition on prepayment and full payment for the provision of services. Therewith the full payment term shall not exceed thirty calendar days from the date of fulfillment of obligations under this agreement.

50. In the event that the potential supplier, within the deadlines established by the Law, has not submitted to the customer the signed public procurement contract or, having concluded the public procurement contract, has not contributed to the execution of the public procurement contract in cases provided for by the tender documentation, such a potential supplier shall be deemed to have declined to conclude.

51. If a potential supplier is recognized as having evaded the conclusion of an agreement on public procurement of services, the customer shall:

1) withhold the security of the application for participation in the tender, made by him, and apply to the court with a claim to recognize such a potential supplier as an unprincipled participant in public procurement;

2) be entitled to file a lawsuit with the court about forcing such a potential supplier to conclude a public procurement contract, as well as compensation for losses caused by evading the conclusion of a public procurement contract.

Annex 3
to the Rules of public procurement
using special procedures

Bank guarantee (form of security for the performance of a public procurement contract)

Footnote. Annex 3 as amended by the decree of the Government of the Republic of Kazakhstan dated 29.12.2018 no.910 (shall come into force from the day of its first official publication).

Name of the bank: _____

(name and details of the bank)

To: _____

(name and details of the customer)

Guarantee liability no. _____

" ____ " _____ (location)

Whereas, _____ (name of supplier)

"Supplier", have concluded (will conclude) a public procurement contract no. ____ dated ____
_____ (hereinafter referred to as the Contract) for the supply (performance,
provision) _____
(description of goods, works or services) and you have provided for in the Contract

that the Supplier will provide security for its execution in the form of a bank guarantee

for the total amount of _____ tenge, hereby we _____

(Name of the bank) do confirm that we are the guarantor of the above Contract and shall undertake an irrevocable obligation to pay you at your request an amount equal to _____

(amount in figures and writing)

upon receipt of your written request for payment, as well as written confirmation that the Supplier has not fulfilled or improperly performed its obligations under the Contract.

This guarantee liability shall come into force from the day of its signing and shall be valid until complete execution by the Supplier of its obligations under the Contract.

All rights and obligations arising in connection with this warranty obligation, shall be regulated by the legislation of the Republic of Kazakhstan.

Signature / electronic digital signature date and address, seal of guarantors (in hard copy)

(In the person of the first head of the bank (branch of the bank) or his deputy and chief accountant of the bank).

Annex 4
to the Rules of public procurement
using special procedures

Model contract on public procurement of goods

Footnote. The Annex 4 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

_____ " " _____

(Location)

_____, referred to
as

(full name of the customer)

subsequently the customer, represented by _____

_____,

(position, surname, first name, patronymic (if any) of the authorized person)

on the one hand and _____

_____,

(full name of the winning supplier)

hereinafter referred to as supplier, represented by _____

_____,

(position, surname, first name, patronymic (if any) of the authorized person)

acting on the basis of _____,

(Charter, Regulations, etc.)

on the other hand, 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 the method of competition, quotations, one source) passed by the _____ " " _____ concluded this public procurement agreement (hereinafter referred to as the agreement) and agreed on the following:

1. The supplier shall undertake to supply the customer with goods/services in the amount of (specify the amount in numbers and words) (hereinafter referred to as the contract price).

2. In this contract, the following concepts will be interpreted as follows:

1) an agreement - a civil law act concluded between the customer and the supplier in accordance with the Law and other regulatory legal acts of the Republic of Kazakhstan, recorded in writing, signed by the parties with all annexes and additions to it, as well as with all documentation to which the agreement contains references;

2) "contract price" - the amount to be paid by the customer to the supplier under the contract for the full fulfillment of its contractual obligations;

3) "goods" - objects (things), including semi-finished products or raw materials in a solid, liquid or gaseous state, electric and thermal energy, objectified results of creative intellectual activity, as well as property rights with which sales and purchase transactions can be made in accordance with the Laws of the Republic of Kazakhstan;

4) "related services" - services that ensure the supply of goods, such as, for example, transportation and insurance, and any other auxiliary services, including, for example, installation, start-up, technical assistance, training and other similar obligations of the Supplier provided for in this contract;

5) "customer" - state bodies, state institutions, as well as state enterprises, legal entities, fifty or more percent of voting shares (interests in the authorized capital) of which belong to the state, and legal entities affiliated with them;

6) "supplier" - an individual carrying out business activities, a legal entity (with the exception of state institutions, unless otherwise established by the laws of the Republic of Kazakhstan), a temporary association of legal entities (consortium) acting as a counterparty to the customer in a public procurement agreement concluded with him.

3. The documents listed below and the terms and conditions specified therein form this Agreement and shall be considered to be an integral part thereof, namely:

- 1) this agreement;
- 2) list of purchased goods/services;
- 3) technical specification.

4. The Supplier shall, within ten working days from the date of conclusion of the contract, provide security for the execution of the contract.

The supplier shall select one of the following types of contract enforcement:

1) a guarantee cash contribution, which shall be made to the bank account of the customer or to the account provided for by the budget legislation of the Republic of Kazakhstan for customers who are state bodies and state institutions;

2) bank guarantee;

3) the supplier's civil liability insurance contract concluded in accordance with subparagraph 3) of paragraph 11 of Article 43 of the Law.

5. It shall not be allowed for the supplier to perform actions that lead to the emergence of the right of third parties to claim as a whole or in part for the made guarantee cash contribution until the full fulfillment of obligations under the agreement . It is not allowed for the customer to use the guarantee cash contribution made by the supplier for purposes not stipulated by the Law.

6. An agreement on public procurement for a period of more than one financial year by state bodies, state institutions and state enterprises on the right of operational management can be concluded when purchasing goods, the duration of the technological production period of which determines their supply in the next (subsequent) financial year (years) (a manufacturer's certificate confirming this fact must be present).

At the same time, the conclusion of such public procurement agreements with a validity period of more than one financial year shall be allowed only with suppliers determined based on the results of public procurement carried out on a competitive basis.

7. State-owned enterprises on the right of economic management, as well as legal entities, fifty or more percent of voting shares (shares) of which belong to the state, and legal entities affiliated with them can conclude a long-term agreement on public

procurement of goods, services necessary for the implementation of the event with a completion date in the following (subsequent) fiscal year (s) established in the development plan (business plan) approved by the governing body or the highest body of the said persons.

8. The public procurement agreement for the audit of the annual financial statements may be concluded for a period of no more than three years.

9. The Supplier shall sell and deliver, and the Customer shall accept and pay for the goods in quantity and quality in accordance with the Supplier's application and the customer's competition documentation, which are an integral part of this agreement. payment form _____

(transfer, for cash, etc.)

10. Payment terms _____

_____ (example: % after acceptance of the item at the destination or prepayment or etc.)

11. Required documents prior to payment: _____

(invoice or act of acceptance or the like)

The public procurement agreement shall provide for the conditions for amending the public procurement agreement provided for by the Law.

It is not allowed to make changes to the draft or the concluded agreement on public procurement that may change the content of the conditions of public procurement and (or) the proposal that was the basis for choosing a supplier, on grounds not provided for by paragraphs 1 and 2 of Article 45 of the Law.

12. Goods supplied under this agreement must meet or exceed the standards specified in the technical specification.

13. Without the prior written consent of the customer, the supplier shall not disclose to anyone the content of the agreement or any of its provisions, as well as technical documentation, plans, drawings, models, samples or information provided by the customer or on its behalf by other persons, except for those personnel engaged by the supplier to perform this agreement. This information shall be provided to these personnel in confidence and to the extent necessary to fulfil the agreemental obligations.

14. Without the prior written consent of the customer, the supplier shall not use any of the above documents or information except for the purposes of the agreement.

15. The customer or its representatives may carry out technical control and/or testing of goods to confirm their compliance with the technical specification, if specified in the technical specification. All costs for these tests shall be borne by the supplier. The technical specification shall specify what kind of checks and tests are

required by the customer and where they should be carried out. The customer shall notify the supplier in writing and in a timely manner of its representatives intended for this purpose.

16. Technical control and testing may be carried out on the territory of the supplier or its subcontractor (s), at the place of delivery and/or at the final destination of the goods. If they are carried out on the territory of the supplier or its subcontractor (s), the customer's inspectors will be provided with all necessary means and assistance, including access to drawings and production information, without any additional costs from the customer.

17. If the goods that have passed technical control or tests do not meet the technical specification, the customer may refuse them, and the Supplier either replaces the rejected Goods or makes the necessary changes in accordance with the requirements of the technical specification without any additional costs from the Customer.

18. No clause above shall relieve Supplier of any warranties or other obligations under this Agreement.

19. The Supplier shall provide packaging of goods capable of preventing them from being damaged or damaged during transportation to the final destination. The package shall withstand, without any restrictions, intensive lifting and transport treatment and exposure to extreme temperatures, salt and precipitation during transportation, as well as open storage. When determining the dimensions of packed boxes and their weight, it is necessary to take into account the remoteness of the final delivery point and the presence of powerful lifting means at all points of transportation of goods.

20. Packing and marking of boxes, as well as documentation inside and outside, shall strictly comply with the special requirements specified by the Customer.

21. The goods shall be delivered by the Supplier in accordance with the Customer's conditions specified in the list of purchased goods as follows:

a) for goods supplied from abroad:

after the shipment of the goods, the supplier notifies the customer and the telex or fax insurance company of all details of the shipment, including the agreement number, description of the goods, quantity, ship, bill of lading number and its date, port and date of shipment, discharge port, etc. The Supplier shall submit to the Customer the following documentation:

1) copies of the supplier's invoice with a description of the goods, indicating the quantity, price of the unit of the Goods and the total amount;

2) original and 3 copies of waybills;

3) copies of the packing list indicating the contents of each package;

4) insurance certificate;

5) manufacturer's or supplier's warranty certificate;

6) a certificate of technical control issued by the authorized inspection service, as well as a report on technical control at the supplier's plant (if any);

7) certificate of origin of the goods.

The above documents shall be received by the customer at least one week before the arrival of the goods at the port or delivery point, and if not received, the supplier will be responsible for all related costs.

b) for local goods:

1) copies of the supplier's invoice with a description of the goods, indicating the number of goods, the price of the unit of goods and the total amount;

2) waybill, railway receipt or auto cargo receipt;

3) manufacturer's or supplier's warranty certificate;

4) a certificate of technical control issued by an authorized inspection service, as well as a report on technical control at the supplier's plant (if any);

5) certificate of origin of the goods.

22. Goods supplied in accordance with the agreement must be fully insured in tenge (or in freely convertible currency) against damage or damage associated with their manufacture, purchase, transportation, storage and delivery (indicate the necessary type of insurance). In the insurance policy, the customer shall be called together with the supplier as a party receiving compensation from the insurance company.

23. Insurance should be in the amount of 110% of the amount of the agreement "from warehouse to warehouse" for insurance against "all risks," including risks associated with military actions and strikes.

24. The supplier shall deliver the goods to their destination. The transportation of these goods to the destination shall be carried out and paid by the supplier, and the associated costs shall be included in the agreement price.

25. Under this agreement, the supplier shall provide the services specified in the competition documentation.

26. Prices for related services shall be included in the agreement price.

27. The customer may require the supplier to provide the following information on spare parts manufactured or sold by the supplier, namely the cost and nomenclature of spare parts that the customer may choose to purchase from the supplier and use after the warranty period expires.

28. Supplier upon termination of spare parts production:

a) notify the customer in advance of the upcoming production curtailment in order to allow him to make the necessary purchases in the required quantity;

b) if necessary, after the termination of production, provide the customer with plans, drawings and technical documentation for spare parts free of charge.

29. The supplier guarantees that the goods supplied under the agreement shall be new, unused, latest or serial models reflecting all the latest modifications of structures and materials, unless the agreement provides otherwise. The supplier further shall warrant that the goods supplied hereunder will be free from defects related to the design, materials or work, in the standard use of the goods supplied in the conditions usual for the customer's country. In case of defects in structures and materials manufactured by the supplier in strict accordance with the technical specification provided by the customer, the supplier shall not be responsible for customer's omissions in its (customer's) technical specification.

30. This guarantee shall be valid during _____

(to specify the required guarantee period)

after delivery of all consignment or its part depending on a specific case and their acceptance on the final destination specified in the agreement.

31. The customer shall be obliged to notify quickly the supplier in writing on all claims connected with this guarantee.

32. After obtaining the similar notice the supplier as soon as possible makes repair or replacement of defective goods or its part without any expenses from the customer.

33. If the supplier, having received the notice, doesn't correct defect(s) in the terms demanded by the customer, the customer can take necessary sanctions and measures for correction of defects at the expense of the supplier and without any damage to other rights which the customer can possess under the agreement concerning the supplier.

34. Payment to the supplier will be made for the delivered goods in a form and in the terms specified in points ____ and _____ the present agreement.

35. The prices specified by the customer in the agreement have to correspond to the prices specified by the supplier in his application.

36. No deviations or amendments (drawings, projects or technical specifications, a method of shipment, packing, the place of delivery, etc.) to documents of the agreement shall be allowed, except for the written amendments signed by both parties.

37. If any change leads to reduction of cost or the terms necessary for the supplier for delivery of any part of goods under the agreement, then the price of the agreement or the schedule of deliveries, or both are as appropriate corrected, and the relevant amendments are made to the agreement. All requests of the supplier for carrying out adjustment within this article have to be shown within 30 (thirty) days from the date of obtaining the order by the supplier about amendments from the customer.

38. The supplier neither completely, nor partially doesn't report someone the obligations under the present agreement without the prior written consent of the customer.

39. The supplier shall provide to the customer of the copy of all subagreements signed within this agreement if it is stipulated in documents of the application.

Existence of subcontractors doesn't exempt the supplier from material or other liability under the agreement.

40. Delivery of goods shall be carried out by the supplier according to the schedule.

41. The delay with performance of delivery from the supplier can lead to the following sanctions assigned to him: termination by the customer of the agreement with deduction of ensuring performance of the agreement or payment of a penalty for untimely delivery.

42. Except for force majeure conditions if the supplier can't deliver goods in the terms provided by the agreement, the customer without damage to other rights within the agreement collects a penalty (penalty, a penalty fee) at a rate of 0.1 (zero whole one) percent from the agreement sum at non-execution by the supplier of the obligation for each day of delay or collects a penalty (penalty, a penalty fee) at a rate of 0.1 (zero whole one) percent from the sum inadequate the fulfilled obligation for each day of delay.

43. Without damage to any other sanctions for violation of terms of the agreement the customer can terminate the present agreement or partially, having sent to the supplier the written notice of non-execution of obligations:

a) if the supplier can't deliver a part or all goods (i), provided by the agreement in time, or during the period of extension of this agreement provided by the customer;

b) if the supplier can't fulfill any other obligations under the agreement.

44. The supplier doesn't lose the ensuring performance of the agreement and isn't responsible for payment of penalties or termination of the agreement owing to non-execution of his conditions if the delay with performance of the agreement is result of force majeure circumstances.

45. Means the event not subject to control from the supplier which isn't connected with a miscalculation or negligence of the supplier and having unforeseen character for the present agreement "force majeure". Such events can include, but not be limited to actions, such as: military operations, natural or natural disasters, epidemic, quarantine and embargo on deliveries of goods.

46. At emergence of force majeure circumstances the supplier immediately sends to the customer the written notice of such circumstances and their reasons. If from the customer other written instructions don't arrive, the supplier continues to fulfill the obligations under the agreement as far as it is expedient, and conducts search of the alternative ways of implementation of the agreement which aren't depending on force majeure circumstances.

47. The customer may terminate the agreement at any time by giving the supplier written notice if the supplier becomes bankrupt or insolvent. In this case the termination shall be carried out immediately and the customer shall have no financial obligation towards the supplier provided that the termination of the agreement does not

prejudice or affect any rights to act or impose sanctions which have been or will subsequently be imposed on the customer.

48. The customer may terminate the agreement at any time due to the inadvisability of its further implementation by sending to the supplier a corresponding written notice specifying the reason for termination of the agreement, stipulating the scope of the cancelled agreemental obligations, as well as the effective date of termination of the agreement.

49. When the agreement is cancelled due to the above circumstances, the supplier shall only require payment for the actual costs associated with the agreement termination on the date of termination.

50. The agreement on public procurement may be terminated at any stage if a violation of the restrictions provided for by Article 6 of the Law is revealed, as well as the organizer of public procurement provides assistance to the supplier not provided for by the Law. The supplier shall not be entitled to claim payment only for costs related to termination of the agreement on these grounds.

51. The customer and the supplier shall use their best efforts to resolve in the course of direct negotiations all disagreements or disputes arising between them under or in connection with the agreement.

52. If, within twenty-one (21) days after the commencement of such negotiations, the customer and the supplier cannot resolve the dispute under the agreement, either party may request the resolution of this issue in accordance with the legislation of the Republic of Kazakhstan.

53. When concluding a public procurement agreement with domestic commodity producers or domestic service providers, the agreement contains a condition on advance payment and full payment for the supply of goods or the provision of services. At the same time, the period of full payment does not exceed thirty calendar days from the date of fulfillment of obligations under this agreement.

54. The public procurement agreement shall contain the conditions for payment of value added tax and excise taxes in accordance with the requirements of the tax legislation of the Republic of Kazakhstan, customs legislation of the Eurasian Economic Union and (or) customs legislation of the Republic of Kazakhstan.

55. When concluding a public procurement agreement with a non-resident of the Republic of Kazakhstan, it shall be allowed to execute a public procurement agreement in the form proposed by him, taking into account the requirements of the legislation of the Republic of Kazakhstan.

56. The agreement shall be drawn up in Kazakh and/or Russian. If it is necessary to consider the agreement in arbitration, a copy of the agreement in Kazakh and/or Russian shall be considered. All correspondence related to the agreement and other documentation exchanged by the parties must comply with these conditions.

57. The agreement shall be drawn up in accordance with the legislation of the Republic of Kazakhstan.

58. Any notice that one party shall send to the other party in accordance with the agreement is sent in the form of a letter, telegram, telex or fax, followed by the provision of the original.

59. The notice shall enter into force upon delivery or on the specified effective date (if specified in the notice) whichever is later.

60. Taxes and other mandatory payments to the budget shall be payable in accordance with the tax legislation of the Republic of Kazakhstan.

61. The supplier shall provide security for the agreement execution in the form, scope and on the terms stipulated in the competition documentation.

62. The supplier shall provide local content according to the application (if any).

63. The supplier shall submit a certificate of origin of the goods of CT-KZ form for the entire (all) batch (s) of the goods supplied.

64. This agreement may provide for other penalties agreed by the customer and the supplier in accordance with the established procedure, or other conditions that do not contradict the legislation of the Republic of Kazakhstan.

65. This agreement shall enter into force after its registration by the customer in the territorial subdivision of the treasury of the Ministry of Finance of the Republic of Kazakhstan (for state bodies and state institutions) and after the supplier makes the security for the execution of the agreement specified in paragraph 121 of the Rules.

66. Addresses and details of the Parties:

Customer

(full name)

(address)

(telephone, fax)

(Full name (if any))

(signature)
_____ " ____"
Place for the SEAL.

Supplier

(full name)

(address)

(telephone, fax)

(Full name (if any))

(signature)
_____ " ____"
Place for the SEAL.

Date of registration with the territorial treasury body (for state bodies and state institutions):

This model agreement on public procurement of goods shall regulate legal relations arising between the customer and the supplier in the process of the customer's public procurement of goods. Using this agreement, the customer shall develop, based on the results of public procurement, its final draft agreement on public procurement of goods . At the same time, any amendments and additions introduced to this agreement shall comply with the legislation of the Republic of Kazakhstan, including state procurement , the customer's competition documentation, the supplier's competition application and the minute on the competition results. The clarifications in italics in this agreement shall be filled in by the customer.

Annex 5
to the Rules of public procurement
using special procedures

Model agreement on public procurement of works

Footnote. Annex 5 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

_____ " " _____

(Location)

_____, referred to as
(full name of the customer)
subsequently the customer, represented by

_____,
(position, surname, first name, patronymic (if any) of the authorized person)
on the one hand and _____

_____,
(full name of the competition winner supplier)
hereinafter referred to as supplier, represented by _____

_____,
(position, surname, first name, patronymic (if any) of the authorized person)
acting on the basis of _____,
(Articles of the Charter, Regulations, etc.)

on the other hand, on the basis of the Law of the Republic of Kazakhstan "On public procurement" (hereinafter referred to as the Law) and results of government procurement (way of a competition, price offers, one source), a past _____ "____" _____ to year signed the present agreement on government procurement ((hereinafter referred to as the agreement) and came to the agreement as follows:

1. Public procurement organizer - (specify the name of the public procurement organizer) announced state procurement (short description of works) for the customer and accepted the supplier's competition for the performance of these works in the amount of (indicate the amount in numbers and words) (hereinafter referred to as the agreement price).

2. The work shall be carried out according to the project (project name, object name and location) _____

General designer (company name and address) _____

3. In this agreement, the following terms shall have the following interpretation:

1) customer - state bodies, state institutions, as well as state enterprises, legal entities, fifty or more percent of voting shares (shares in the authorized capital) of which belong to the state, and legal entities affiliated with them;

2) "General contractor" (hereinafter referred to as the contractor) - a legal entity acting as a counterparty to the customer in a public procurement agreement concluded with it, as well as a consortium;

3) "subcontractor (co-contractor)" - a person or organization having an agreement and (or) an agreement with the contractor for the performance of part of the work under the agreement at the site (facility);

4) "technical supervision" - a person appointed by the customer and informed to the contractor to control the contractor's performance of contractor's works in accordance with the terms of the agreement;

5) "facility" - a building, a structure defined by the organizer of public procurement as subject to construction, reconstruction and transferred by the contractor to the customer in the form provided for by the agreement;

6) "plot" - the area allocated for construction of the facility or performance of works;

7) "agreement price" - the total amount of the agreement specified by the contractor in its application and accepted by the customer;

8) "agreement" - a civil law act concluded between the customer and the contractor in accordance with the Law of the Republic of Kazakhstan "On public procurement" and other regulatory legal acts of the Republic of Kazakhstan for the construction of buildings and structures and repair and construction work. All additions and amendments to the agreement after its signing can be made by adopting a change. The

agreement shall not be construed to create any agreemental relationship between the designer and the contractor, the customers and the subcontractor;

9) "temporary structures" - all temporary buildings and structures required for construction and repair of the facility, which are erected, installed and removed by the contractor after completion of the facility construction;

10) "materials" - all consumables that the contractor and the subcontractor use for the construction of the facility;

11) "equipment" - all machines and mechanisms of the contractor and the subcontractor that are temporarily located on the site for the construction of the Facility ;

12) "construction duration period" - the period within which the contractor completes the construction of the facility;

13) "days" - calendar days, "months" - calendar months;

14) "amendments" - amendment given by the customer after signing the agreement;

15) "defect" - part of the works performed with violations of the terms of the agreement;

16) "period of elimination of deficiencies and defects" - period of elimination of deficiencies and defects detected during inspections of works performance.

4. The documents listed below and the terms and conditions specified therein form this agreement and shall be considered to be an integral part thereof, namely:

1) this agreement;

2) subject of the agreement/list of purchased works;

3) technical specification;

4) design and estimate documentation/working drawings: (specify drawing numbers and their documents);

5) other documents: (indicate additional documents that the customer wants to add to the agreement documents).

5. The supplier shall, within ten business days from the date of conclusion of the agreement, provide security for the execution of the agreement.

The supplier shall select one of the following types of agreement enforcement:

1) a guarantee cash contribution, which is made to the bank account of the customer or to the account provided for by the budget legislation of the Republic of Kazakhstan for customers who are state bodies and state institutions;

2) bank guarantee;

3) the supplier's civil liability insurance agreement concluded in accordance with subparagraph 3) of paragraph 11 of Article 43 of the Law.

6. It is not allowed for the supplier to perform actions that lead to the emergence of the right of third parties to claim as a whole or in part for the made guarantee cash contribution until the full fulfillment of obligations under the agreement. It is not

allowed for the customer to use the guarantee cash contribution made by the supplier for purposes not stipulated by the Law.

7. An agreement on public procurement for a period of more than one financial year may be concluded by state bodies, state institutions and state enterprises on the right of operational management when purchasing work with the deadline for their completion in the next (subsequent) financial year (years) provided for in the design and estimate documentation that passed the state examination.

At the same time, the conclusion of agreements on public procurement with a validity period of more than one financial year shall be allowed only with suppliers determined based on the results of public procurement carried out on a competitive basis.

State-owned enterprises on the right of economic management, as well as legal entities, fifty or more percent of voting shares (shares) of which belong to the state, and legal entities affiliated with them can conclude a long-term agreement on public procurement of work necessary to carry out the event with a completion date in the following (subsequent) fiscal year (s) established in the development plan (business plan) approved by the governing body or the highest body of the said persons.

8. The contractor shall undertake to ensure that all works stipulated by this agreement are performed.

9. The public procurement agreement shall contain the conditions for payment of value added tax and excise taxes in accordance with the requirements of the tax legislation of the Republic of Kazakhstan, customs legislation of the Eurasian Economic Union and (or) customs legislation of the Republic of Kazakhstan.

10. When concluding a public procurement agreement with a non-resident of the Republic of Kazakhstan, it is allowed to execute a public procurement agreement in the form proposed by him, taking into account the requirements of the legislation of the Republic of Kazakhstan.

11. The agreement shall be drawn up in Kazakh and/or Russian. If it is necessary to consider the agreement in arbitration, a copy of the agreement in Kazakh and/or Russian shall be considered. All correspondence related to the agreement and other documentation exchanged by the parties must comply with these conditions.

12. The agreement on public procurement shall provide for the conditions for introduction amendments the agreement on public procurement in cases provided for by the Law.

It isn't allowed to include in the project or the signed agreement on government procurement of change which can change the maintenance of conditions of the carried-out government procurement and (or) the offer which was a basis for the choice of the supplier on the bases which aren't provided by Paragraphs 1 and 2 of Article 45 of the Law.

13. Official communication between the customer and the contractor which concerns questions of construction of the facility shall be valid only in writing.

14. The general contractor shall provide to the Customer of the copy of all subagreements signed within this agreement.

15. The contractor can sign agreements with the subagreed organizations in volume of no more than one second from the total amount of works (agreement price) and can't report the agreement to the third party without written permission of the customer. Existence of subcontractor doesn't change the term of the agreement between the customer and the contractor.

16. In the presence on the site of subcontractor the contractor shall coordinate the works with them.

17. The customer shall transfer to the contractor the design and estimate documentation to construction (repair, reconstruction) of an object. (When holding a competition in government procurement on a condition of "turnkey" construction this condition has to be stipulated in this agreement).

18. The contractor shall employ to key positions of the workers specified in data on qualification. When replacing these individuals by others the contractor receives the consent of the customer to such replacement. Qualification of new workers has to be equal or qualifications of the workers listed in data on qualification are higher.

19. If the customer asks the Contractor to discharge of performance of work on the Object the person who is the worker of the Contractor or subcontractor, specifying at the same time the reasons, the Contractor is obliged to remove this person from a construction object within 72 hours then this person shouldn't have any connections with performance of work under this agreement.

20. The contractor shall be responsible for all risk which is connected with losses or causing damage to property of the Customer, property and health of the workers and also death of the workers, and arising during and owing to implementation of the agreement.

21. The customer shall be responsible for exclusive types of risk, namely: risk of war, revolts, revolutions, civil war, revolts, disorders (if the Customer's workers participate in them). Risk of the Customer are also the soil infections found by the Contractor and not specified in the competition documentation toxic and explosives and if these detection directly influence performance of work.

22. The contractor shall provide insurance coverage addressed to the Customer for Start date of works before full completion of works, including the period of elimination of defects.

Objects of insurance and sum _____

(insurance of supply of equipment, insurance of people, etc.)

23. Insurance policies and certificates have to be submitted by the contractor to the customer for approval before start date of works.

24. If the Contractor doesn't submit the required certificates, the Customer can make insurance which is provided by the Contractor and to hold these expenses from the cost of the agreement.

25. The Contractor can't do any changes of conditions of insurance without the consent of the Customer.

26. Both parties have to meet all conditions of insurance policies.

27. Each of the parties takes liability for damages, expenses and claims for losses, causing damage to health and death of people which were result of their joint actions or omissions, and compensates them to other party.

28. The contractor completely shall be responsible for safety measures of works on the facility.

29. The customer shall allow the Contractor to use all Site allocated under construction of the facility. If the part of the Site under construction isn't transferred to Date of transfer of the Site, and for this reason the performance of work is delayed, then in this case the Customer prolongs a completion date for the term of a delay of transfer of this Site.

30. The customer or his authorized person and also developers of the design and estimate documentation always have access to the Site or any other place where works on the agreement are performed or will be performed.

31. The customer and the Contractor have to use reasonable efforts to allow in the course of direct negotiations all disagreements or disputes arising between them under the agreement or in connection with it.

32. If within 21 (twenty one) days after the beginning of such informal negotiations the Customer and the Supplier can't resolve peacefully a dispute over the agreement, any of the parties can demand the solution of this question according to the legislation of the Republic of Kazakhstan.

33. If the Contractor fails to fulfill its obligations to correct the works performed in violation of the requirements of the agreemental documents, as well as if the Contractor is unable to complete the work in accordance with the design and estimate documentation, the customer may, by written instruction, instruct the Contractor to stop the work as a whole or part thereof until the causes of the stop are eliminated.

34. If the Contractor cannot or does not want to correct the work (bring it in line with the design and estimate documentation) and does not respond in writing or by actions within seven days after receiving a written comment on this from the Customer, the Customer shall resubmit its request after the specified seven-day period. If the Contractor fails to correct these defects within the next seven-day period, the Customer may, without waiving its right to use other methods of influence, perform this work on

its own. In such cases, a corresponding change order shall be issued, on the basis of which the cost of adjustment of these Defects, including compensation for the Customer's forced costs for additional services, shall be deducted from the amount already payable to the Contractor. If the amounts to be paid to the Contractor are insufficient to cover the specified costs, the Contractor shall pay the difference from its funds to the customer.

35. During the _____ period, the Contractor shall submit to the Customer for approval a work execution schedule, which sets out the procedure and terms for performing work on the construction of the Facility, as well as a schedule for making payments from the Customer in accordance with its competition application.

36. The Customer shall extend the work execution period if force majeure circumstances or deviations proposed by him occur, additional time is required to perform the work, and also if hidden defects requiring additional labor costs have been identified during the work execution. In this case, the Contractor shall notify the Customer in writing in accordance with the procedure provided for by civil law.

37. The Contractor shall monitor and direct the work using the knowledge and all available capabilities. The Contractor shall have full responsibility and control over the means, methods, techniques, sequence and quality of the works, as well as coordination of all works under the agreement.

38. The Contractor shall be responsible to the Customer for the actions and omissions of its employees, subcontractor (s), employees and proxies of the subcontractor (s), as well as other persons performing parts of the work under the agreement, on the basis of the agreement with the Contractor.

39. The customer may perform a test to check the operation or design. If, after inspection, the work or structure tested is found to be defective, Contractor shall correct the work defect and/or replace the structure.

40. The Customer shall notify the Contractor in writing of any Defects found with indication of the time of their correction.

41. Upon receipt of the notice of Defects, the Contractor shall eliminate it within the time period specified by the Customer.

42. Payment form _____

(transfer, for cash, etc.)

43. Types and terms of payments _____

(indicate how payments will be made and the timing of their payment: advance payment,
current payments, final payment)

44. Required documents prior to payment: _____

(invoice or act of acceptance of the work performed, or the like)

45. The Customer may make an advance payment (down payment) to the Contractor in the amount of _____. The Contractor shall use the advance paid only for the payment of materials, equipment and wages required to perform the work hereunder.

46. When the Customer makes advance payments, monthly payments shall be adjusted with deduction of the amount of advance payments in proportion to the amount of _____ works performed.

Payment due date _____.

47. If the Customer fails to pay to the Contractor the amount due to the Contractor within the time frame specified in the Agreement, in such cases it shall pay to the Contractor a penalty for delayed payments in the amount of 0.1% of the amount due _____ for each day of delay. The penalty shall be paid together with the following payment. Penalty interest is accrued from the date the payment is made and ends with the date the last payment was made.

48. The following events entail a change in the duration of work or monetary compensation to the Contractor:

1) The Customer shall not allow to use all areas of the Facility, which delays the performance of works (in this case, the Customer is obliged to extend the period of works under this Agreement);

2) The Customer shall instruct the Contractor to stop work for tests not planned by the agreement (if these tests do not indicate any Defects, then the time of stopping work for the test is added to the agreemental deadline for the work);

3) the advance payment is delayed;

4) If there are several contractors at the Site, the schedule of works for other contractors drawn up by the Customer negatively affects the Contractor's performance time under this agreement.

The amount of compensation shall be agreed with the Contractor.

49. Monetary compensation will be paid to the Contractor only after completion of all works and elimination of the list of deficiencies and Defects.

50. The Contractor guarantees the Customer that the materials and equipment supplied under the agreement will comply with the technical specifications and design estimates, that the work will be performed without defects that reduce its quality to a level that does not meet the requirements of the design estimates. Work that does not meet these requirements, including those containing insufficiently justified and unauthorized changes, is considered defective. The warranty provided by the Contractor does not include compensation for damage or correction of the Defect due to violation of operating rules, modifications made not by the Contractor (Subcontractor), incorrect maintenance or insufficient maintenance, as well as due to

permissible wear or damage to equipment during its standard operation. At the customer's request, the Contractor shall provide documents certifying that the quality of materials and equipment complies with the technical specifications and/or design and estimate documentation.

Contractor shall provide a guarantee to Customer for operation for a period of _____ years.

51. The Customer or the Contractor may terminate the agreement before the period specified in the agreement, if the other party has committed a significant violation of the terms of the agreement, which deprives it of the fundamental conditions provided for by the agreement.

52. A material breach of agreement 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 execution of the work schedule;

2) The Contractor shall suspend the work for up to _____ number of days, and the shutdown was not authorized by the Customer;

3) The Contractor shall not eliminate Defects specified by the Customer within a reasonable period of time determined by the Customer;

4) The Customer shall instruct the Contractor to delay the progress of the work and such instruction shall not be cancelled within _____ days;

5) either the Customer or the Contractor shall fail or be liquidated for any reason except for their reorganization or amalgamation;

6) The Customer shall not pay to the Contractor the amount confirmed by the Customer's technical supervision within _____ days following the date of the amount confirmation;

7) The Contractor shall disregard the work execution rules, instructions and provisions specified in the design documentation and agreement documentation.

53. If the Agreement is terminated due to a material breach of the Agreement by the Contractor, the Customer shall pay to the Contractor the remaining amounts for the works actually performed, less the Customer's advances and expenses for selecting a new Contractor. If the total amount of the Customer's costs associated with the agreement termination exceeds the total amount due to the Contractor, the difference shall be the debt payable to the Customer.

54. The Contractor may enter into agreements with subcontractors in the amount of not more than one second of the total scope of work (agreement price) and may not transfer the agreement to a third party without the written permission of the Customer. The presence of Subcontractors does not change the terms of the agreement between the Customer and the Contractor.

55. In these cases, the Customer shall pay for the cost of all works performed, materials purchased, costs for removal of machines and mechanisms from the Facility and the cost of preservation of the Facility.

56. When the agreement is cancelled due to the above circumstances, the Contractor shall only require payment for the actual costs associated with the agreement termination on the day of termination.

57. A public procurement agreement is terminated at any stage if one of the following facts is revealed:

- 1) violation of the restrictions provided for by Article 6 of the Law;
- 2) provision by the organizer of public procurement not provided for by the Law to assist a potential supplier.

If the agreement is terminated, the Contractor shall immediately stop the work, ensure the preservation of the Facility and its transfer to the Customer in accordance with the established procedure.

58. All materials and Equipment located at the Facility, as well as temporary facilities and completed construction works shall be deemed to be the property of the Customer and shall be in its possession until the resolution of financial proceedings related to the termination of the Agreement, if the Agreement is terminated due to a material breach of the Agreement by the Contractor.

59. If a natural disaster, hostilities or any other force majeure event not controlled by the Customer or the Contractor disrupts the performance of the agreement, the Customer shall certify the suspension of the agreement. The Contractor shall, as soon as practicable after receipt of the suspension notice, ensure the preservation of the Facility and stop the work. The Customer shall pay the Contractor for the entire scope of works performed before the date of the Facility shutdown and for works related to the Facility preservation.

60. Contractor shall protect the work performed and all materials, equipment, resources and other items associated with the work from all types of damage, damage, destruction associated with climatic precipitation, flooding, frost, fire, theft and other causes. Contractor shall, in the course of its work, protect other project works and Customer's property and structures against any type of damage or other causes, including (but not limited to) roads, buildings, material warehouses and other types of movable and immovable property. All costs incurred by Contractor in connection with the above are not subject to additional reimbursement by Customer.

61. Customer shall not be liable for any damage or any damage to Contractor's works for the above reasons until they are fully completed and accepted, and Contractor shall, without further compensation, make all corrections to any damage, damage or other defects resulting from the above.

62. Contractor shall be responsible for arranging the supply, transportation, unloading and storage of all Contractor supplied materials and equipment to be delivered to the Facility. Deliveries shall be made solely in the name of the Contractor. Under no circumstances shall the Customer be responsible for the costs associated with the delivery, handling, storage and payment of vehicle downtime. No deliveries shall be addressed to the Customer.

63. Contractor shall provide Customer with a schedule for receipt of materials and equipment in the Area. Only areas authorized by the Customer may be used for storage, stacking. If Contractor delays the unloading and storage of its materials and equipment, and if such delay may be detrimental to the performance of the work as a whole, Customer may unload and store Contractor's materials and equipment (but is not obliged to do so) at Contractor's expense. In this case, the Customer shall notify the Contractor at least one working day in advance of such works with indication of the start date and place of works. If such unloading or storage is carried out by Customer, all risk associated with damage or damage to the above shall be borne by Contractor.

64. The materials and the equipment delivered by the Customer are accepted and checked in common by the Customer and the Contractor. Unloading on a building site is carried out by the Contractor. Such acceptance has to be testified by the written document on acceptance which is prepared by the Contractor. Any shortage or damage in relation to such materials and the equipment have to be accurately recorded in the written document on acceptance. After acceptance of such materials and the equipment the Contractor takes full responsibility for processing and storage of such materials and the equipment and also in cases of loss or damage of the above. Any surplus of materials or the equipment remaining after completion of the works by the Contractor have to be returned to the Customer.

65. If the agreement provided supply of materials or the Customer's equipment, the Contractor beforehand notifies the Customer on terms which can be necessary for their delivery. These terms are provided by the schedule of works of the Contractor.

66. If according to the agreement the Customer provides electricity and water in the reasonable quantities for performance of work provided by the present agreement, the Contractor is responsible for performance of connection and distribution of water and the electric power from the points of connection determined by the Customer. Breaks in providing with these services can be the basis for change of term of duration of works.

67. The contractor shall keep the territory of the Site clean, is also obliged to delete all construction debris from the site and to quickly put the Site in order.

68. If the Contractor isn't able to keep the Site clean as that is demanded by the present agreement, the Customer can perform this work, having carried expenses at the expense of the Contractor.

69. The contractor after the end of all works stipulated by the agreement directs the notification to the Customer of completion of works. The customer not later than in seven-day time appoints the commission on assessment of completeness of works according to the agreement (working commission).

70. The working commission is carried out with participation of the Contractor.

71. Date of the act of the working commission is considered date of completion of works.

72. The working commission makes the list of subquality work and specifies the term of their elimination. Date of elimination of subquality work is date of end of the agreement. The fact of elimination of all subquality work is defined by the act of final acceptance of the facility in operation (act of the State commission).

73. Except for force majeure conditions, for non-execution or inadequate performance of obligations on performance of work or elimination of shortcomings of the performed Works on the agreement from the Supplier the Customer without damage to other rights within the agreement collects a penalty (penalty, a penalty fee) of 0.1% of the agreement sum at non-execution by the supplier of the obligation for each day of delay or of 0.1% of the sum is inadequate the fulfilled obligation for each day of delay.

74. The date of entry into force of the present agreement is considered starting date of works (or this date is defined by the agreement).

75. The contractor undertakes to provide end of all types of works on the present agreement not later (to specify the number of days) calendar days after the beginning of works.

At the same time the minimum work completion time under the agreement on government procurement not less than fifteen calendar days.

76. The supplier (contractor) shall undertake to provide local content according to the application (at his existence) *.

* Note: this standard is applicable when carrying out government procurement by the state enterprises, legal entities, fifty and more percent of voting shares (share in authorized capital) which belong to the state.

77. The customer shall undertake to pay to the Contractor for volume executed under the present agreement the sum stipulated in the present agreement.

78. From the sum of the works performed by the Contractor monthly (or to specify other period) the Customer keeps 5% of cost of the performed works which are paid to the Contractor after performance of all works and elimination of the list of subquality work and defects (further – final payment).

79. Final payment under the present agreement shall be made by the Customer to the Contractor on condition of full implementation by the Contractor of obligations under the present agreement and all his obligations for correction of Defects.

80. Other penalties coordinated by the Customer and the Contractor in accordance with the established procedure or other conditions which aren't contradicting the legislation of the Republic of Kazakhstan can be provided by the present agreement.

81. The contractor shall be obliged to bring ensuring performance of the agreement in shape, volume and on the conditions provided in the competition documentation (if introduction of such providing is provided in the competition documentation).

82. The present agreement shall enter into force after registration by his Customer in territorial division of treasury of the Ministry of Finance of the Republic of Kazakhstan (for public authorities and public institutions) and after introduction by the Supplier of ensuring performance of the agreement specified in Paragraph 121 of Rules

83. Addresses and details of the Parties:

Customer	Supplier
_____	_____
(full name)	(full name)
_____	_____
(address)	(address)
_____	_____
(telephone, fax)	(telephone, fax)
_____	_____
(Full name (if any))	(Full name (if any))
_____	_____
(signature)	(signature)
_____ " ____ "	_____ " ____ "
Place for the SEAL.	Place for the SEAL.

Date of registration in the territorial division of the Treasury (for state bodies, state institutions): _____

This standard agreement on public procurement of works regulates legal relations arising between the Customer and the Contractor in the process of public procurement of works by the Customer. The Customer, using this agreement, shall develop its draft agreement on public procurement of works based on the results of public procurement. At the same time, any amendments and additions made to this Agreement shall comply with the legislation of the Republic of Kazakhstan, including for state procurement, the Customer's competition documentation, the Contractor's competition application and the protocol on the competition results. The clarifications in italics in this Agreement shall be filled in by the Customer.

Annex 6
to the Rules of public procurement
using special procedures

Footnote. The Annex 6 - in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

_____ " ____ "

(location)

_____, hereinafter referred to as the customer,
(full name of the customer) represented by

(position, surname, first name, patronymic (if any) of the authorized person)
on the one hand and _____

(full name of the winning supplier)

hereinafter referred to as the supplier, represented by _____

(position, last name, first name, patronymic (if any)
authorized person) acting on the basis of

(Articles of the Charter, Regulations, etc.)

on the other hand, on the basis of the Law "On public procurement" (hereinafter referred to as - the Law) and results of government procurement (way of a competition, price offers, one source), _____ passed _____ " ____ " _____ to year signed the present Agreement on public procurement (hereinafter referred to as - the agreement) and came to the agreement as follows:

1. The Supplier shall undertake to provide the Customer with services in the amount of (specify the amount in numbers and words) (hereinafter referred to as the agreement price).

In this case, the amount of VAT shall be (indicate the amount in figures and words), the amount of excise tax (indicate the amount in figures and words).

2. In this agreement, the following concepts will be interpreted as follows:

1) agreement - a civil law act concluded between the customer and the supplier in accordance with the Law and other regulatory legal acts of the Republic of Kazakhstan, recorded in writing, signed by the parties, with all annexes and additions to it, as well as with all documentation to which the agreement contains references;

2) agreement price - the amount to be paid by the Customer to the Supplier under the agreement for full fulfillment of its agreemental obligations;

3) services - activities aimed at meeting the Customer's needs, which have no material result;

4) customer - state bodies, state institutions, as well as state enterprises, legal entities, fifty or more percent of voting shares (shares) of which belong to the state, and legal entities affiliated with them;

5) supplier - an individual carrying out business activities, a legal entity (except for state institutions, unless otherwise established by the Laws of the Republic of Kazakhstan), a temporary association of legal entities (consortium) acting as a counterparty to the Customer in a public procurement agreement concluded with it.

3. The documents listed below and the terms and conditions specified therein form this Agreement and shall be considered to be an integral part thereof, namely:

1) this agreement;

2) list of purchased services;

3) technical specification.

4. The Supplier shall, within ten working days from the date of conclusion of the agreement, provide security for the execution of the agreement.

The supplier selects one of the following types of agreement enforcement:

1) a guarantee cash contribution, which is made to the bank account of the Customer or to the account provided for by the budget legislation of the Republic of Kazakhstan for customers who are state bodies and state institutions;

2) bank guarantee;

3) the supplier's civil liability insurance agreement concluded in accordance with subparagraph 3) of paragraph 11 of Article 43 of the Law.

5. It is not allowed for the Supplier to perform actions that lead to the emergence of the right of third parties to claim as a whole or in part for the made guarantee cash contribution until the full fulfillment of obligations under the agreement. It is not allowed for the Customer to use the guarantee cash contribution made by the Supplier for purposes not stipulated by the Law.

6. An agreement on public procurement for a period of more than one financial year by state bodies, state institutions and state enterprises on the right of operational management can be concluded upon acquisition of:

1) catering services for personnel of the Armed Forces and other military formations of the Republic of Kazakhstan (the validity period of such an agreement on public procurement does not exceed three years);

2) services for a period of more than one financial year in cases established by the Laws of the Republic of Kazakhstan.

At the same time, the conclusion of such agreements on public procurement with a validity period of more than one financial year in cases above the stipulated ones shall be allowed only with suppliers determined based on the results of public procurement carried out on a competitive basis.

7. State-owned enterprises on the right of economic management, as well as legal entities, fifty or more percent of voting shares (shares) of which belong to the state, and legal entities affiliated with them can conclude a long-term agreement on public procurement of goods, services necessary for the implementation of the event with a completion date in the following (subsequent) fiscal year (s) established in the development plan (business plan) approved by the governing body or the highest body of the said persons.

8. The public procurement agreement for the audit of the annual financial statements may be concluded for a period of no more than three years.

9. The Supplier shall undertake to provide the service, and the Customer shall accept and pay for the service in quantity and quality in accordance with the competition request of the Supplier and the competition documentation of the Customer, which shall be an integral part of this Agreement.

Payment form _____

_____ (transfer, for cash, etc.)

10. Payment terms _____

_____ (example:% after the provision of services at the destination or prepayment, etc.)

11. Required documents prior to payment: _____

(invoice or act of acceptance or the like)

The agreement on public procurement shall provide for the conditions for introduction of amendments of the agreement on public procurement in cases provided for by the Law.

It isn't allowed to include in the project or the signed agreement on government procurement of change which can change the maintenance of conditions of the carried-out government procurement and (or) the offer which was a basis for the choice of the supplier on the bases which aren't provided by Paragraphs 1 and 2 of Article 45 of the Law.

12. The services rendered within this agreement have to correspond or be above the standards specified in the technical specification.

13. The supplier without the prior written consent of the Customer doesn't open to someone contents of the agreement or any of his provisions and also technical

documentation, the plans, drawings, models, samples or information provided by the Customer or from his name other persons except for those personnel which are attracted with the Supplier to implementation of the present agreement.

The specified information has to be provided to these personnel confidentially and in that measure as far as it is necessary for implementation of agreemental obligations

14. The supplier without the prior written consent of the Customer doesn't use any above-mentioned documents or information, except as for implementation of the agreement.

15. Any point of the above doesn't exempt the Supplier from guarantees or other obligations under this agreement.

16. Within this agreement Supplier shall provide the services specified in the competition documentation.

17. The prices specified by the Customer in the agreement have to correspond to the prices specified by the Supplier in his application.

18. No deviations or amendments (drawings, projects or technical specifications, a method of shipment, packing, the place of delivery, or the services provided by the supplier, etc.) in documents of the agreement are allowed, except for the written changes signed by both parties.

19. If any change leads to reduction of cost or the terms necessary for the Supplier for rendering service in the agreement, then the price of the agreement is as appropriate adjusted, and the relevant amendments are made to the agreement.

All requests of the Supplier for carrying out adjustment within this article have to be shown within 30 (thirty) days from the date of obtaining the order by the Supplier about changes from the Customer.

20. The supplier neither completely, nor partially doesn't report someone the obligations under the present agreement without the prior written consent of the Customer.

21. The supplier provides to the Customer of the copy of all subagreements signed within this agreement if it is stipulated in documents of the application.

Existence of subcontractors doesn't exempt the Supplier from material or other liability under the agreement.

22. Provision of services has to be carried out by the Supplier according to the schedule.

23. The delay with performance of rendering service from the Supplier can lead to the following sanctions assigned to him:

termination by the Customer of the agreement with deduction of ensuring performance of the agreement or payment of a penalty for untimely delivery.

24. Except for force majeure conditions, for non-execution or inadequate performance of obligations on rendering services in the agreement from the Supplier the Customer without damage to other rights within the agreement collects a penalty (penalty, a penalty fee) of 0.1% of the agreement sum at non-execution by the supplier of the obligation for each day of delay or of 0.1% of the sum is inadequate the fulfilled obligation for each day of delay.

25. Without damage to any other sanctions for violation of terms of the agreement the Customer can terminate the present agreement or partially, having sent to the Supplier the written notice of non-execution of obligations:

- a) if the Supplier can't render a part or all service (i), provided by the agreement in time, or during the period of extension of this agreement provided by the Customer;
- b) if the Supplier can't fulfill any other obligations under the agreement.

26. The supplier doesn't lose the ensuring performance of the agreement and isn't responsible for payment of penalties or termination of the agreement owing to non-execution of his conditions if the delay with performance of the agreement is result of force majeure circumstances.

27. Means the event not subject to control from the Supplier which isn't connected with a miscalculation or negligence of the Supplier and having unforeseen character for the present agreement "force majeure".

Such events can include, but not be limited to actions, such as: military operations, natural or natural disasters, epidemic, quarantine and embargo on deliveries of goods.

28. At emergence of force majeure circumstances the Supplier immediately sends to the Customer the written notice of such circumstances and their reasons.

If from the Customer other written instructions don't arrive, the Supplier continues to fulfill the obligations under the agreement as far as it is expedient, and conducts search of the alternative ways of implementation of the agreement which aren't depending on force majeure circumstances.

29. The Customer may terminate the agreement at any time by giving the Supplier written notice if the Supplier becomes bankrupt or insolvent.

29. The Customer may terminate the agreement at any time by giving the Supplier written notice if the Supplier becomes bankrupt or insolvent.

In this case the termination shall be carried out immediately and the Customer shall have no financial obligation towards the Supplier provided that the termination of the agreement does not prejudice or affect any rights to act or impose sanctions which have been or will subsequently be imposed on the Customer.

30. The Customer may terminate the agreement at any time due to the inexpediency of its further implementation in accordance with paragraph 13 of Article 5 of the Law by sending the Supplier a corresponding written notice.

The notice shall indicate the reason for the termination of the agreement, stipulates the scope of the canceled agreemental obligations, as well as the date of entry into force of the termination of the agreement.

31. When the agreement is cancelled due to the above circumstances, the Supplier shall be entitled to demand payment only for actual costs related to termination under the agreement on the day of termination.

32. The agreement on public procurement may be terminated at any stage in cases of detection of violation of the restrictions provided for by Article 6 of the Law, as well as the provision by the organizer of public procurement of assistance to the Supplier not provided for by the Law.

The Supplier shall not be entitled to demand payment only for those costs related to termination of the agreement on these grounds.

33. The Customer and the Supplier shall use their best efforts to resolve in the course of direct negotiations all disagreements or disputes arising between them under or in connection with the agreement.

34. If, within twenty-one (21) days after the commencement of such negotiations, the Customer and the Supplier cannot resolve the dispute under the agreement, either party may request the resolution of this issue in accordance with the legislation of the Republic of Kazakhstan.

35. The public procurement agreement contains the conditions for payment of value added tax and excise taxes in accordance with the requirements of the tax legislation of the Republic of Kazakhstan, customs legislation of the Eurasian Economic Union and (or) customs legislation of the Republic of Kazakhstan.

36. When concluding a public procurement agreement with a non-resident of the Republic of Kazakhstan, it is allowed to execute a public procurement agreement in the form proposed by him, taking into account the requirements of the legislation of the Republic of Kazakhstan.

37. The Agreement shall be drawn up in Kazakh and/or Russian. If it is necessary to consider the agreement in arbitration, a copy of the agreement in Kazakh and/or Russian shall be considered. All correspondence related to the agreement and other documentation exchanged by the parties must comply with these conditions.

38. The Agreement shall be drawn up in accordance with the legislation of the Republic of Kazakhstan.

39. Any notice that one party sends to the other party in accordance with the agreement is sent in the form of a letter, telegram, telex or fax, followed by the provision of the original.

40. The notice is effective upon delivery or on the specified effective date (if specified in the notice), whichever is later.

41. Taxes and other mandatory payments to the budget are payable in accordance with the tax legislation of the Republic of Kazakhstan.

42. The Supplier shall provide security for the agreement execution in the form, scope and on the terms stipulated in the competition documentation.

43. This Agreement may provide for other penalties agreed by the Customer and the Supplier in accordance with the established procedure, or other conditions that do not contradict the legislation of the Republic of Kazakhstan.

44. This Agreement shall enter into force after its registration by the Customer in the territorial subdivision of the Treasury of the Ministry of Finance of the Republic of Kazakhstan (for state bodies and state institutions) and after the Supplier makes the security for the execution of the agreement specified in clause 121 of the Rules.

45. Addresses and details of the Parties:

Details of the Parties:

Customer:

< full name of the Customer >

< Customer's full legal address >

BIN < Customer's BIN >

BIC < Customer's BIC >

IIC < Customer's IIC >

< Bank name >

Tel.: < Customer's Phone Number >

< position of the Customer >

< Customer's full name > Supplier >

Supplier:

< full name of the Supplier >

< Full legal address of the Supplier >

BIN/INN/UPT < BIN/INN/UPT of the supplier >

BIC < Supplier's BIC >

IIC < Supplier's IIC >

< Bank name >

< phone number of the Supplier >

< position of the Supplier >

< Full name of the Supplier >

Date of registration with the territorial treasury body (for state bodies and state institutions): _____

This standard agreement on public procurement of services regulates legal relations arising between the Customer and the Supplier in the process of state procurement of goods/services by the Customer.

Using this agreement, the Customer shall develop, based on the results of public procurement, its final draft agreement on public procurement of goods/services.

At the same time, any introduced amendments and additions to this Agreement shall comply with the legislation of the Republic of Kazakhstan, including public procurement, the Customer's competition documentation, the Supplier's competition application and the minute on the competition results. The clarifications in italics in this Agreement shall be filled in by the Customer.

Annex 7
to the Rules of public procurement
using special procedures

Form of notification on public procurement by tender

(name, postal and e-mail addresses of the public procurement authority)

Is hereby calling for public procurement tender of the following goods (works, services): _____

(name of the performed public procurement of goods, works, services)

The goods shall be delivered at (works shall be performed/services shall be provided): _____

(indicate the place of the delivery of goods, works, services and their volumes)

(the public procurement authority shall be entitled to make a reference that the full list of the procured goods, works, services, their quantity and detailed specification are indicated in the tender documentation).

The required period of delivery of goods (performance of works/provision of services) _____

The tender is open for all potential suppliers that meet the qualification requirements, specified in paragraph 1 of article 9 of the Law of the Republic of Kazakhstan "On public procurement".

A package of copies of the tender documentation can be obtained within the period through "___" _____

(indicate time and date 24 hours prior to the opening of envelopes with tender bids)

at the address: _____, room no. _____ from _____

to ___ hours after submission by a potential supplier of a document on payment for the tender documentation (in case if that is provided by the tender documentation) and/or by email at address _____

The cost package of copies of the tender documentation amounts to

_____ tenge and shall be paid to the account _____

(indicate the corresponding account of the public procurement authority);

(this subparagraph shall be excluded of the payment is not applicable).

Tender bids for participation in the tender, sealed in envelopes shall be submitted (send) by the potential suppliers to _____

(indicate the name of the public procurement authority)

at the address: _____

(indicate full address, room no.)

The deadline for submitting applications for participation in the tender shall be until _____

_____.

(indicate time and date)

Envelopes with tender bids will be opened at

_____ at the following address:

(indicate time and date)

(indicate full address, room no.)

Additional information and online help shall be available by the phone number: _____

_____.

(indicate the area code and phone number)

The authorized representative of the authority of public procurement of goods, works, services shall be _____.

(indicate surname, name, patronymic (if any), position and contact phone)

Annex 8
to the Rules of public procurement
using special procedures

Record of meeting with potential suppliers on explanation of tender documentation

(Name of tender)

(Venue of the meeting) (Time and date)

1. Persons, representing the public procurement authority:

_____ (authorized representative of the public procurement authority,

Other specialists of the public procurement authority and invited experts, representing the public procurement authority at the meeting with the potential suppliers, with indication of their surnames, names, patronymics (if any), contact phones)

held the meeting on explanation of provisions of tender documentation to the following persons

(on authorized representatives of the potential suppliers present at the meeting with the public procurement authority, indicating their surnames, names, patronymics (if any),

as well as a document, confirming the powers of such person for representation of the potential supplier at the meeting with the public procurement authority on explanation of the provisions of tender documentation).

2. At the meeting, the potential suppliers raised the questions on explanation of the provisions of tender documentation:

_____.

(which provisions the questions were asked)

3. The authorized representatives of the public procurement authority answered to the questions rose as follows: _____

_____.

(indicate who of the present representatives of the public procurement authority gave answers, indicating their surnames, names, patronymics (if any), contact phones)

4. The representatives of the public procurement authority in the result of the meeting on explanation of tender documentation decided:

1) to acknowledge the tender documentation requiring making amendments (additions)

(indicate which particular provision of tender documentation needs to be amended (added));

2) to recognize the absence of the need to make any amendments (additions) to the tender documentation _____

(signatures of the authorized representatives of the potential suppliers present at the meeting with the public procurement authority, indicating their surnames, names, patronymics (if any), as well as a document, confirming the powers of such person to represent the potential supplier at the meeting with the public procurement authority on explanation of provisions of tender documentation)

(signatures of the authorized representative of the public procurement authority, other specialists of the public procurement authority, and invited experts, representing the public procurement authority at the meeting with the potential suppliers indicating their surnames, names, patronymics (if any)).

(name of tender)

(venue of opening)

(Time and date)

1. The tender commission composed of: _____

(indicate surnames, names, patronymics (if any), position of the chairman, his deputy, members of the tender commission, date, time, and venue of opening the tender bids)

performed the procedure of opening envelopes with tender bids.

2. A copy of the tender documentation was provided to the following potential suppliers: _____.

(name, address of all potential suppliers, who were provided with a copy of tender documentation)

3. Tender bids of the following potential suppliers

(indicate the name, address of all potential suppliers submitted tender bids after expiration of the deadline for submission of tender bids)

Were returned unopened on the basis of the _____.

4. Tender bids of the following potential suppliers submitted them within the established time limits, before expiration of the deadline for submission of tender bids:

(name, address of all potential suppliers submitted tender bids before expiration of the deadline for submission of tender bids in the chronological order in accordance with the register of tender bids)

have been opened and they contain:

(indicate the list of documents contained in the bid, information about the recall and amendment of tender bids, number of sheets of the documents of the tender bid), which have been declared to all the present at the opening of tender bids.

5. During opening the tender bids, the following potential suppliers were present: _

(name, address of all potential suppliers, who were present at the opening of tender bids, surnames, names, patronymics (if any) of their authorized representatives).

Surnames, names, patronymics (if any), signatures of the chairman, members and the secretary of the tender commission.

Annex 10
to the Rules of public procurement
using special procedures

Preliminary report on admission to participation in tender

Footnote. Annex 10 as amended by the decree of the Government of the Republic of Kazakhstan dated 29.12.2018 no. 910 (shall come into force from the day of its first official publication).

Tender no. _____

Name of tender _____

Lot no. _____

Lot name _____

Composition of the tender commission:

item no.	Surname, name, patronymic (if any)	Position at the organization	Function in the commission
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Information about the submitted tender bids:

item no.	Name of supplier	Details	Date and time of submission of a bid
----------	------------------	---------	--------------------------------------

Results of the preliminary voting of the members of the tender commission:

item no.	Name of the potential supplier (list of the potential suppliers)	Surname, name, patronymic (if any), position, function in the commission	Decision by the members of the commission	Detailed description of the reasons for nonconformance with the qualification requirements and requirements of tender documentation on lot no.	Substantiation for rejection reasons on lot no.	List of documents in the bid of the potential supplier, which are required to bring to conformance with the qualification requirements and requirements of tender documentation on lot no.
----------	--	--	---	--	---	--

Rejected tender bids:

item no.	Name of supplier	BIN (IIN)/ TIN/TRN	Rejection reason
----------	------------------	--------------------	------------------

Tender bids meeting the corresponding qualification requirements and requirements of tender documentation:

item no.	Name of supplier	BIN (IIN) / TIN / TRN
----------	------------------	-----------------------

The Tender Commission by results of the preliminary consideration of the tender bids **HEREBY DECIDED:**

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item no.	Name of supplier	BIN (IIN) / TIN / TRN	Details	Decision of the tender commission
----------	------------------	-----------------------	---------	-----------------------------------

The final date and time for submission of tender bids, brought by the potential suppliers in compliance with the qualification requirements and requirements of tender documentation: at least 7 working days upon signing of the report on preliminary admission.

Annex 11
to the Rules of public procurement
using special procedures

Report on admission to participation in tender

The tender on procurement of _____
(name of tender)

(Location) (Time and date)

1. The tender commission composed of:

(enlist the composition of the tender commission)
considered the public procurement tender bids

2. Information about the invited of experts, expert opinions provided by them on compliance of goods, works, services, proposed in the tender bid, with the technical specification.

3. The tender bids of the following potential suppliers, submitted them within the established time limits before expiration of the deadline for submission of tender bids:

(in the chronological order in accordance with the register of tender bids, indicate names, addresses of all potential suppliers, submitted the tender bids before expiration of the deadline for submission of tender bids, time of submission of a tender bid, list of documents, contained in the bid, information about the absence of any document, stipulated by the tender documentation, information about recalling and amendment of tender bids, and other information)

announced to everyone present at the meeting of the tender committee.

4. The following tender bids for participation in tender were rejected:

(indicate the potential suppliers (their details), whose tender bids were rejected specifying the reason: do not meet qualification requirements; do not meet the requirements of the tender documentation, the requirements of article 6 of the Law are violated).

5. The tender bids of the potential suppliers, which meet the qualification requirements and other requirements of tender documentation _____

_____ (indicate the list of all suppliers, by each lot separately).

6. Execution of a general report on admission to participation in tender shall be allowed subject to the condition of indication therein of tender participants by each lot.

The tender commission by results of consideration of tender bids by open vote hereby decided:

1. To admit to participation in tender the following potential suppliers: _____

_____ (indicate the list of potential suppliers, who are admitted to participation in tender).

2. Not to admit to participation in tender the following potential suppliers: _____

_____ (indicate the list of potential suppliers, who are not admitted to participation in tender).

3. To appoint the date, time and place of acceptance of envelopes with tender quotes for _____

4. To schedule a meeting of the tender commission on evaluation and comparison of tender quotes on _____

_____ (indicate date, time, venue of the meeting of the tender commission on evaluation and comparison of tender quotes, but not earlier than three working days from the date of notification of the concerned persons.)

5. The public procurement authority shall provide (send) a copies of this report on admission to participation in tender to _____

_____ (indicate the potential suppliers, information about which is entered in the register of tender bids)

Voted for this decision:

"For" – votes (Surnames, names, patronymics (if any) of members of the tender commission);

"Against" – _____ votes (Surnames, names, patronymics (if any) of members of the tender commission).

Signatures of the chairman, his deputy, members and the secretary of the tender commission.

Appendix 12
to the Rules for public
procurement with the application
of special procedure

Footnote. Appendix 12 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication).

Protocol on results of public procurement by tender method _____

(name of the tender)

(venue)

(time and date)

1. The tender committee composed of: _____

(list the tender committee members)

tender _____

(using two -step procedure)

on public procurement _____.

(brief description of goods, work, services)

2. Sum, allocated for procurement (indicate the sum) in KZT on each lot separately

:

_____.

(indicate the sum)

3. Applications admitted for participation in the tender:

_____.

(indicate applications for participation in the tender of potential suppliers admitted to the tender in accordance with admission protocol)

4. Envelopes with price offers of potential suppliers

(indicate names of potential suppliers) whose price offers were not accepted for evaluation and comparison due to their submission after the deadline for their registration.

5. Price bids of the tender participants who submitted price offers before the deadline for their registration for participation in the tender committee's meeting:

(indicate full names of the tender participants or their authorized representatives, in chronological order according to the registration log of envelopes with price offers) were opened and they contain:

(indicate price bids of the tender participants in chronological order of their registration in the registration log of envelopes with price offers, announced to all the attendees at the opening of envelopes with price offers of the tender participants)

5-1. Name, location and price of the second winner (on each lot):

6. Price bids rejected: _____

(indicate full names of the tender participants or their authorized representatives, whose price bids were rejected with indication of the reason: price bid exceeding the sum allocated for procurement of goods, work, services; dumping price of the bid)

7. Tender committee basing on results of evaluation and comparison by open voting resolved:

1) to recognize as winning the price bid of the tender participant _____

(indicate full name and location of the tender participant, and also conditions, by which he wins) or declare the tender on public procurement _____

(name of the tender void;

(if, at considering, evaluating and comparing of the price offers of the bidders, the winner of the tender was not determined or all the price bids were rejected, state the appropriate reason)

2) The customer (customers)

(list the names and locations

of each customer)

shall, by _____ of the year conclude public procurement contract with

(indicate the name of the tender winner)

3) Organizer of the public procurement:

(indicate the name of the public procurement organizer)

Votes on this decision:

For – _____ votes (full names of the tender committee members);

Against – _____ votes (full names of the tender committee members).

Signatures of the chairman, members and secretary of the tender committee.

Annex 12-1
to the Rules of public procurement
using special procedures

Report on results of public procurement by tender for organization of catering services of the personnel of the

Armed Forces on procurement of _____ (name of tender)

Footnote. The Rules were supplemented by the annex 12-1 in accordance with the decree of the Government of the Republic of Kazakhstan dated 29.12.2018 no. 910 (shall come into force from the day of its first official publication).

(location)

(Time and date)

1. The tender commission composed of: _____

(enlist the composition of the tender commission) the tender for public procurement of

(brief description of the procured goods, works, services)

2. Sum, allocated for procurement (indicate the sum) in tenge, per each lot individually.

3. The following tender bids were admitted:

(indicate tender bids of potential suppliers admitted to the tender)

4. Calculation of points by supplier selection criteria of tender participants

(indicate the number of points of each tender participant)

The tender commission by results of evaluation and comparison by open vote decided:

1) recognize as the winner the tender bid of the tender participant _____

(indicate the name

and location of the tender participant, as well as conditions, according to which he is recognized as the winner)

and recognize the public procurement tender _____ to be void.

(name of the tender)

(If during consideration, evaluation and comparison of the points of the tender participants the winner of the tender was not determined or all applications were rejected, indicate the corresponding reason)

2) The Customer (customers) _____

(enlist the name and location of every customer) within the period until _____

year shall conclude the public procurement contract with

(indicate the name of the tender winner)

3) The public procurement authority, within two working days from the date of signing of this protocol, shall ensure the submission of a copy to the customer (customers).

This decision was voted:

For – _____ votes (surnames, names, patronymics (if any) of the members of the tender commission);

Against – _____ votes (surnames, names, patronymics (if any) of the members of the tender commission).

Signatures of the chairman, members, and the secretary of the tender commission.

Appendix 13
to the Rules for public
procurement with the application
of special procedure

Footnote. Appendix 13 as amended by Resolution No. 535 of the Government of the Republic of Kazakhstan dated 25.08.2020 (shall be enforced from the date of its first official publication); as amended by the Resolution of the Government of the Republic of Kazakhstan dated 18.03.2021 No. 145 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

**Protocol on results
of single source public procurement** _____

—
(name of the public procurement)

_____ (location) _____ (time and date)

1. Organizer of the public procurement _____
(name and address)

conducted single source public procurement _____

_____ (brief description of procured goods, work, services)

2. Sum, allocated for procurement (indicate the sum) in KZT.

3. Rationale for applying this method _____

_____ (attach the customer's decision on conducting single source public procurement, number, date of the order)

4. Compliance of the supplier with qualification requirements _____

_____ (indicate compliance or non-compliance with requirements, provided by Paragraph 1, Article 9 of the Law “On public procurement”)

5. Name and location of supplier to conclude contract with, and the contract price:

_____ 6. Information on involvement of experts, their opinions.

7. Organizer of single source public procurement, basing on this procurement results resolved:

1) to procure goods (work, services) from supplier

_____ (indicate the name and location of the supplier)

or declare the single source public procurement void _____

_____;

(state the appropriate reason)

2) The customer (customers) _____

_____ (list the names and locations of each customer)

shall, by _____ of the year conclude public procurement contract with

_____ (indicate the name of the supplier)

3) Organizer of public procurement

(indicate the name of the public procurement organizer)

Signatures of the authorized representative of the organizer of public procurement and the first head or chief of staff or person acting as him.

Appendix 14
to the Rules for public
procurement with the application
of special procedure

Criteria for the selection of service provider

Footnote. The Rules are supplemented by Appendix 14 in accordance with the Decree of the Government of the Republic of Kazakhstan dated 29.12.2018 No. 910 (effective from the date of its first official publication); in the wording of the Resolution of the Government of the Republic of Kazakhstan dated 29.12.2021 No. 953 (shall enter into force from the day of its first official publication).

№ r/n	Criteria	Points		Supporting document
1	2	3	4	5
1.	Availability of production and/or processing of meat food products at the point of provision of services *	missing (0 points)	owned - 3 points	1. Technical passport of the facility (copy). 2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services." 3. The current certificate of origin of the goods for the products used in the standard.
				1. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy). 2. Technical passport of the facility (copy). 3. Certificate of absence (presence) of

			available for rent - 1 point	<p>real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services."</p> <p>4. The current certificate of origin of the goods for the products used in the standard.</p>
2.	Availability of production and/or processing of dairy food products at the point of provision of services *	missing (0 points)	owned - 3 points	<ol style="list-style-type: none"> 1. Technical data sheet of the facility (copy) 2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services." 3. The current certificate of origin of the goods for the products used in the standard.
			available for rent - 1 point	<ol style="list-style-type: none"> 1. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy). 2. Technical passport of the facility (copy). 3. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic

			of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services." 4. The current certificate of origin of the goods for the products used in the standard.
3.	Availability of bakery products production at the point of provision of services *	missing (0 points)	owned - 3 points 1. Technical passport of the facility (copy). 2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services." 3. The current certificate of origin of the goods for the products used in the standard.
			available for rent - 1 point 1. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy). 2. Technical passport of the facility (copy). 3. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the

				Republic of Kazakhstan "On public services." 4. The current certificate of origin of the goods for the products used in the standard.
4.	Growing own fruit and vegetable products or having agreements with a domestic fruit and vegetable producer	missing (0 points)	owned - 3 points	1. Statistical form of the 29-SKh report or A-005 form for the past year
			a agreement - 1 point	1. Agreement concluded with a domestic manufacturer (copy). 2. Statistical form of the 29-SKh report or A-005 form for the past year of the domestic manufacturer
5.	Raising your own cattle or having agreements with domestic cattle producers	missing (0 points)	owned - 3 points	1. Statistical form of the 24-SKh report or A-008 form for the past year
			a agreement - 1 point	1. Agreement concluded with a domestic manufacturer (copy). 2. Statistical form of the 24-SKh report or A-008 form for the past year of the domestic manufacturer
			owned - 3 points	1. Technical passport of the facility (copy). 2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services."

6.	Availability of a vegetable storage facility	missing (0 points)	a agreement - 1 point	<p>1. Technical passport of the facility (copy).</p> <p>2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services."</p> <p>3. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy).</p>
7.	Availability of storage facilities for food storage	missing (0 points)	owned - 3 points	<p>1. Technical passport of the facility (copy).</p> <p>2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services."</p>
			a agreement - 1 point	<p>1. Technical passport of the facility (copy).</p> <p>2. Certificate of absence (presence) of real estate of the established form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services."</p>

				3. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy).
8.	The availability of a catering facility in the places of deployment of units (applies only to units of the Border Service of the National Security Committee of the Republic of Kazakhstan)	missing (0 points)	owned - 3 points on lease - 1 point)	1. Technical passport of the facility (copy). 2. Certificate on the absence (presence) of real estate, established in form in accordance with the requirements of the Law of the Republic of Kazakhstan "On state registration of rights to real estate" and the Law of the Republic of Kazakhstan "On public services." 3. Lease agreement registered with the justice authorities of the Republic of Kazakhstan (copy).
9.	Availability of registration with the territorial justice body of a potential supplier in the territory of the relevant region, city of national importance, capital, at the place of provision of services	missing (0 points)	owned - 3 points	A certificate of registration of a legal entity or a copy of an identity card (for an individual). At the same time, the customer, if necessary, receives information about the presence of registration as an individual entrepreneur on the www.kgd.gov.kz website in the "Electronic Services/Taxpayer Search" tab.
				A certificate of registration of a legal entity or a copy of an identity card (for an individual). At the same time, the customer, if necessary, receives information about the

10.	Experience in the market for the provision of similar services	missing (0 points)	available (0.5 points for each year of work , but not more than 5 points)	presence of registration as an individual entrepreneur on the www.kgd.gov.kz website in the " Electronic services/ taxpayer search" tab. 1. Certificate of services rendered (for each year) (copy). 2. Invoice (for each year) (copy).
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Note:

* The place of provision of services shall be determined within the territory of the corresponding administrative-territorial unit (region, cities of republican significance and capital).
