



On approval of Standard electric power supply agreements

Unofficial translation

Order of the Minister of Energy of the Republic of Kazakhstan dated October 23, 2017 № 356. Registered with the Ministry of Justice of the Republic of Kazakhstan on November 8, 2017 № 15978.

Unofficial translation

On approval of Standard electric power supply agreements

In accordance with subparagraph 5) of Article 5 and paragraph 1-1 of Article 18 of the Law of the Republic of Kazakhstan “On Electric Power Industry” dated July 9, 2004 **I hereby ORDER:**

1. To approve:

1) The Standard power supply agreement for household consumers in accordance with Appendix 1 to this order;

2) The Standard power supply agreement for consumers using electric power for non-domestic needs, in accordance with Appendix 2 to this order;

3) The Standard power supply agreement for legal entities financed from the state budget, in accordance with Appendix 3 to this order.

2. Certain orders of the Minister of Energy of the Republic of Kazakhstan shall be deemed to have lost force in accordance with Appendix 4 to this order.

3. In accordance with the procedure established by the legislation of the Republic of Kazakhstan, the Department of Electric Energy and Coal Industry of the Ministry of Energy of the Republic of Kazakhstan shall:

1) provide the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan;

2) within ten calendar days from the date of state registration of this order direct its copy in paper and electronic form in the Kazakh and Russian languages to the Republican State Enterprise with the Right of Economic Management “Republican Center of Legal Information of the Ministry of Justice of the Republic of Kazakhstan” for official publication and inclusion in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;

3) within ten calendar days after the state registration of this order, direct its copy for official publication in periodicals;

4) place this order on the official Internet resource of the Ministry of Energy of the Republic of Kazakhstan;

5) within ten working days after the state registration of this order with the Ministry of Justice of the Republic of Kazakhstan, submit the data to the Legal Department of the Ministry of Energy of the Republic of Kazakhstan on execution of the actions provided for in subparagraphs 2), 3) and 4) of this paragraph.

4. Control over the execution of this order shall be entrusted to the Supervising Vice Minister of Energy of the Republic of Kazakhstan.

5. This order shall be effective upon expiry of ten calendar days after its first official publication.

*Minister of Energy
of the Republic of Kazakhstan*

K. Bozumbayev

Appendix 1
to order № 356 of the Minister of Energy
of the Republic of Kazakhstan
dated October 23, 2017

Standard power supply agreement for residential customers

(place of agreement)

(date of agreement)

_____, carrying out power supply

(name of power supplying organization)

of consumers in accordance with license № _____ of " _____ "
_____yr., hereinafter referred to as Seller, represented by

_____, acting on the basis of

(position, full name)

_____, on the one hand, and _____

(full name)

hereinafter referred to as Consumer, or his Representative, in the person of

(full name)

acting on the basis of _____,

hereinafter referred to as Parties, have entered into this agreement

on power supply (hereinafter – Agreement) as follows:

Chapter 1. Basic concepts used in the agreement

1. In this Agreement the following basic concepts shall be used:

1) settlement (billing)period - the time determined by the power supply agreement in which consumed electric power is accounted and payable by the consumer;

2) household consumer - an individual who uses electric power for own domestic needs, not related to the production (sale) of goods, works and services rendering;

3) commercial metering device - a technical device designed for commercial metering of electric power, electric energy, allowed for use in the manner established by the legislation of the Republic of Kazakhstan;

4) the system of commercial metering of electric power - a set of commercial metering devices for determining consumption of electric power and output (electric power meter, current and voltage measuring transformers) and a device (switching device) interconnected on the established scheme;

5) point of electric power sale - a point located on the responsibility boundary of the power transmitting organization, with which the power supplying organization has an agreement for the electric power transmission.

Other concepts and terms shall be applied in this Agreement in accordance with the legislation of the Republic of Kazakhstan in the field of electric power and in the areas of natural monopolies.

Footnote. Paragraph 1 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication)

Chapter 2. Subject of Agreement

2. The Seller undertakes to supply electric power to the Consumer to the point of sale, and the Consumer undertakes to pay for the consumed electric power in the manner and on the terms of the Agreement.

3. The agreement shall be concluded with the Consumer only in the event that he avails of the equipment directly connected to the power grids in the manner prescribed by the current legislation of the Republic of Kazakhstan in the field of electric power, and commercial metering devices.

Chapter 3. Accounting of consumed electric power

4. The amount of electric power supplied by the Seller and accepted by the Consumer shall be determined by the readings of the commercial metering devices, and in their absence or temporary violation, by calculation.

5. The number of commercial metering devices shall be indicated in the list of commercial metering devices in accordance with the appendix to this Agreement.

6. Readings of metering devices shall be taken not later than 21.00 by representatives of the Seller or the power transmission organization. Remote readings when using automated systems of commercial accounting of electric energy shall be allowed at any time.

Self-service of the Consumer shall be allowed when taking readings of commercial metering devices. Errors made by the Consumer when taking readings and paying payment

documents shall be taken into account by the Seller and (or) the power transmission organization as they are detected within a period not exceeding six months.

Footnote. Paragraph 6 - in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 4. The procedure of payment for electric power

7. Payment by the Consumer shall be made no later than the 25th (twenty-fifth) day of the month following the settlement, on the basis of the bills issued by the Seller. The billing period shall be one calendar month.

In the existence of an automated system for commercial metering of electric power based on the use of commercial metering devices with a smart card, the User shall pay for the consumed electric energy independently in the estimated amount without issue of a bill.

7-1. If the Consumer is disconnected for violation of the terms of the power supply agreement, then its connection shall be made by the power transmission (energy producing) organization within 1 (one) working day, after the consumer's appeal with the application of documents confirming the elimination of the violation and payment of the service for the connection.

Footnote. Rules as added by the Paragraph 7-1 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

7-2. Consumers shall receive payment documents through postal service, Internet resource, personnel of the power supply organization or a single settlement organization.

It shall be allowed to receive payment documents and notifications of debts only through an Internet resource or a unified accounting organization, if there is written consent of the consumer in acceptance of this agreement.

Footnote. Rules as added by the Paragraph 7-2 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

7-3. In case of installation of a device for commercial accounting of electric energy not at the limit of the balance of the electric network, loss of electric energy on the section from the limit of the balance of the electric network to the place of installation of the devices for commercial accounting of electric energy shall be assigned on a contractual basis to the owner, on the balance of which the specified section of the electric network shall be located, and determined by the calculated method of energy transmission (energy producing) organization in agreement with the Consumer.

Footnote. Rules as added by the Paragraph 7-3 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

7-4. Consumers shall receive notifications of termination (restriction) of the supply of electric energy by the methods indicated in the acceptance of the agreement (e-mail, fax, mail, short text message, multimedia message, valid messengers) for at least 30 (thirty) calendar days.

Footnote. Rules as added by the Paragraph 7-4 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

8. Introduction of new tariffs shall be carried out after prior notification of consumers in at least 3 (three) working days through the media and shall not be the ground for renewal of this Agreement.

Chapter 5. Consumer Rights and Obligations

9. The Consumer shall have the right to:

- 1) receive electric energy in accordance with the concluded agreement;
- 2) to use electrical energy in the required amount;
- 3) to demand compensation from the energy producing, energy transmitting and energy supplying organizations for real damage caused by the lack of delivery or supply of low-quality electric energy, in accordance with the terms of the concluded agreement;
- 4) to apply to the court to resolve controversial issues related to the conclusion and execution of the contract;
- 5) to pay for consumed electric energy at tariffs differentiated depending on the volume of its consumption;
- 6) to terminate the Agreement unilaterally subject to notification of the Seller 30 (thirty) calendar days before and full payment for the consumed electric energy;
- 7) to demand a payment document from the Seller with a detailed decryption of accruals, according to the amount of consumed electric energy;
- 8) to change the servicing power supply organization to a new power supply organization.

Footnote. Paragraph 9 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

10. The consumer shall be obliged to:

- 1) **as excluded by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication);**
- 2) comply with energy consumption regimes defined by the agreement of purchase and sale of electric power;
- 3) comply with regulatory requirements for maintaining the standard frequency of electric power in the unified power system of the Republic of Kazakhstan;

4) pay in a timely manner for the released, transmitted and consumed electric power in accordance with the concluded agreements;

5) admit employees of energy supplying and energy transmitting organizations to commercial metering devices, also authorized persons of the state energy supervision and control bodies, authorized representatives of local executive bodies to monitor the technical condition and safety of operation of the electric-power installations.

Footnote. Paragraph 10 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 6. Rights and obligations of the Seller

11. The seller, by engaging the energy transmission organization, shall have the right to:

1) to terminate all or part of the supply of electrical energy by notifying the Consumer by means specified in the acceptance of the agreement (e-mail, fax, mail, short text message, multimedia message, valid messengers) of the Consumer not less than 30 (thirty) calendar days, in case of no payment, as well as not full payment for electrical energy within the terms established by the Agreement;

2) apply to court to settle controversial issues related to the conclusion and execution of the agreement.

Footnote. Paragraph 11 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

12. The seller has the obligation to:

1) provide electric power in accordance with the concluded agreements;

2) compensate the Consumer in full the actual damage caused to it;

3) notify the Consumer not less than 30 (thirty) calendar days before the termination of electric power supply for non-payment or not full payment for electric power in a way that allows to confirm the fact of sending the notification to the Consumer;

4) inform the Consumer about tariffs for electricity services, their amendments by placing an announcement in the mass media for at least 3 (three) working days, as well as indicating information about these amendments in payment documents;

5) ensure acceptance of payments from the Consumer for the electric energy provided to it through its own cash desks, as well as banks and organizations that carry out certain types of banking transmissions. It shall be allowed to accept payments from the Consumer for the electric energy provided to it through additional sources, including through Internet resources, terminals, payment agents, payment organizations;

6) submit monthly payment document to the Consumer for payment for consumed electric energy;

7) inform the Consumer about the planned termination of electric power supply in connection with scheduled works on equipment repair and connection of new consumers by the power transmission organizations not later than three calendar days before the shutdown;

8) provide electric energy at tariffs agreed by the state body, which exercises leadership in the field of natural monopolies.

Footnote. Paragraph 12 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 7. Responsibilities of the Parties

13. In the events of non-fulfillment or improper fulfillment of obligations under the power supply agreement, the parties shall be obliged to compensate the actual caused damage on a voluntary basis or in case of failure to reach an agreement - by a court ruling.

14. The parties shall not bear financial liability for interruptions in the electric power supply caused by force majeure (natural disasters, military actions and terrorist acts), also circumstances beyond control of the parties (theft or damage to power lines and other equipment).

Chapter 8. Final Provisions

15. The Agreement shall be deemed to be concluded from the moment of actual connection of the Consumer to the connected network and valid for a period of 1 (one) year.

In the absence of an application by one of the parties to terminate or amend the Agreement on the end of the term, it shall be considered extended indefinitely and on the same conditions as have been provided for by the Agreement at its conclusion.

Footnote. Paragraph 15 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

16. In the event of arising disputes between the Seller and the Consumer related to fulfillment of the terms of this Agreement, the Seller shall notify the Consumer to resolve the dispute on a voluntary basis within 3 (three) working days. In the event of failure to reach a settlement, the disputes shall be settled by a court resolution at the place of this Agreement execution.

17. All the changes and additions made by consent of the parties to the Agreement shall not contradict the provisions of the Agreement, shall be formalized by an attachment to it, signed by the authorized representatives of the parties and executed in accordance with the procedure established by the legislation.

Chapter 9. Details of the parties

Footnote. Chapter 9 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Seller	Consumer
_____	_____
_____	_____
_____	_____

Appendix to Standard power supply agreement for household consumers

List of commercial metering devices

№n/n	Name	Type of meter	Serial No	Current transformers	Calculation of coefficient
1	2	3	4	5	6

Power transmission (power generating) organization

Consumer:

Appendix 2
to order № 356 of the Minister of Energy
of the Republic of Kazakhstan
dated October 23, 2017

Standard power supply agreement for consumers using electric power for non-domestic needs

(place of agreement)

" ____ " _____ 20 ____ г.
(date of agreement)

_____, carrying out power supply
(name of power supplying organization)

of consumers in accordance with license № _____ of " ____ " _____
_____ yr. hereinafter referred to as Seller, represented by

(position, full name)

acting on the basis of _____, on the one hand,
and _____,

(name of the organization)

hereinafter referred to as Consumer, in the person of

→

(full name)

acting on the basis of _____,
hereinafter referred to as Parties, have entered into this agreement

on power supply (hereinafter – Agreement) as follows:

Chapter 1. Basic concepts used in the agreement

1. In this Agreement the following basic concepts shall be used:

1) settlement (billing) period - the time determined by the power supply agreement in which consumed electric power is accounted and is payable by the consumer;

2) consumer - an individual or a legal entity, using electric energy on the basis of agreement on electric energy;

3) commercial metering device - a technical device designed for commercial metering of electric power, electric energy, allowed for use in the manner established by the legislation of the Republic of Kazakhstan;

4) the system of commercial metering of electric power - a set of commercial metering devices for determining the consumption of electrical power and output (electric power meter, current and voltage measuring transformers) and a device (switching device) interconnected on the established scheme;

5) point of electric power sale - a point located on the responsibility boundary of the power transmitting organization, with which the energy supplying organization has an agreement for electric power transmission.

Other concepts and terms shall be applied in this Agreement in accordance with the legislation of the Republic of Kazakhstan in the field of electric power and in the areas of natural monopolies.

Footnote. Paragraph 1 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 2. Subject of Agreement

2. The Seller undertakes to supply electric power to the Consumer to the point of sale, and the Consumer undertakes to pay for the consumed electric power in the manner and on the terms of the Agreement.

3. The agreement shall be concluded with the Consumer only in the event that he avails of the equipment directly connected to the power grids in the manner prescribed by the current legislation of the Republic of Kazakhstan in the field of electric power, and commercial metering devices.

Chapter 3. Accounting of consumed electric power

4. The amount of electric power supplied by the Seller and accepted by the Consumer shall be determined by the readings of the commercial metering devices, and in their absence or temporary violation, by calculation.

5. The system of commercial metering of electric power, for the purpose of preventing its unauthorized consumption, shall have seals of the power transmitting (power generating) organization.

6. The number of commercial metering devices shall be indicated in the list of commercial metering devices in accordance with the Appendix to this Agreement.

7. Readings of metering devices shall be taken not later than 21.00 by representatives of the Seller or the power transmission organization. Distance readings when using automated systems of commercial accounting of electric energy shall be allowed at any time.

Self-service of the Consumer shall be allowed when taking readings of commercial metering devices. errors made by the Consumer when taking readings and paying payment documents shall be taken into account by the Seller and (or) the power transmission organization as they are detected within a period not exceeding six months

Footnote. Paragraph 7 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

8. To determine the amount of electric energy consumption for the next year, the Consumer shall submit a preliminary application for the electric power supply according to the form of Appendix 2 to this Agreement no later than thirty (30) calendar days before the beginning of the year preceding the year of supply.

Chapter 4. The procedure of payment for electric power

9. Payment by the Consumers shall be made within 5 (five) working days from the date of the bill issuance, or by agreement of the parties between the Consumer and the Seller within the time specified in the Agreement. A consumer acting as a legal entity shall, before the 26th (twenty-sixth) date of the previous month, submit and agree with the Seller a preliminary application for the electric power supply according to the form in Appendix 2 to this Agreement. If the last day of the due date falls on a non-business day, then the next subsequent working day shall be considered the expiration date.

In the existence of an automated system for commercial metering of electric power based on the use of commercial metering devices with a smart card, the Customer shall pay for the consumed electric power in the independently determined amount without issue of a bill.

10. Introduction of new tariffs shall be carried out after prior notification of consumers in at least 3 (three) working days through the media and shall not be the ground for renewal of this Agreement.

10-1. If the Consumer is disconnected for violation of the terms of the agreement, then its connection shall be made by the power transmission (energy producing) organization within 1 (one) working day, after the consumer applies with the application of documents confirming the elimination of the violation and payment of the service for the connection.

Footnote. Rules as added by the Paragraph 10-1 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

10-2. Consumers shall receive payment documents through postal service, Internet resource, personnel of the power supply organization or a single settlement organization.

It shall be allowed to receive only through an Internet resource, if there is written consent of the consumer.

Footnote. Rules as added by the Paragraph 10-2 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

10-3. Consumers shall receive notifications about the termination (restriction) of the supply of electric energy by the methods indicated in the acceptance of the contract (e-mail, fax, mail, short text message, multimedia message, valid instant messengers) for at least 5 (five) working days.

Footnote. Rules as added by the Paragraph 10-3 according to the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 5. Consumer Rights and Obligations

11. The consumer shall have the right to:

- 1) receive electric energy in accordance with the concluded contract;
- 2) demand compensation from the energy producing, transmitting and power supplying organizations for real damage caused by the lack of delivery or supply of low-quality electric energy, in accordance with the terms of the concluded Agreement;
- 3) apply to the court to resolve disputed issues related to the conclusion and execution of the Agreement;
- 4) pay for consumed electric energy at differentiated rates.
- 5) terminate the Agreement unilaterally provided that the Seller shall be notified of 30 (thirty) calendar days and full payment for the consumed electric energy;
- 6) demand a payment document from the Seller with a detailed decryption of accruals, according to the amount of consumed electric energy;
- 7) change the servicing power supply organization to a new power supply organization in the manner stipulated by the legislation of the Republic of Kazakhstan.

Footnote. Paragraph 11 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

12. The consumer shall be obliged to:

- 1) maintain the proper technical condition of electric-power installations and commercial metering devices that are in consumers ownership, comply with the requirements for their

technical condition in accordance with the regulatory legal acts of the Republic of Kazakhstan in the field of electric power;

2) comply with energy consumption regimes defined by the agreement of purchase and sale of electric power;

3) comply with regulatory requirements for maintaining the standard frequency of electric power in the unified power system of the Republic of Kazakhstan;

4) pay in a timely manner for the released, transmitted and consumed electric power in accordance with the concluded agreements;

5) admit employees of energy supplying and energy transmitting organizations to commercial metering devices, also authorized persons of the state energy supervision and control bodies, authorized representatives of local executive bodies to monitor the technical condition and safety of operation of electric-power installations.

Chapter 6. Rights and obligations of the Seller

13. The seller, by engaging the energy transmission organization, shall have the right to:

1) to terminate all or part of the supply of electric energy by warning the Consumer in the ways specified in the acceptance of the agreement (by e-mail, fax, mail, short text message, multimedia message, valid messengers) allowing to confirm the fact of sending the notification to the Consumer, not less than 5 (five) working days from the date of receipt of the notification by the Consumer in cases:

lack of payment, as well as incomplete payment for electrical energy within the terms specified by the Agreement;

violation of the power consumption regime established by the Agreement;

2) apply to court to settle controversial issues related to the conclusion and execution of the agreement.

Footnote. Paragraph 13 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

14 The seller has the obligation to:

1) provide electrical energy in accordance with the concluded agreements;

2) to compensate the Consumer in full the actual damage caused to it;

3) notify the Consumer not less than 5 (five) working days before the suspension of electric power supply for non-payment in a way that shall allow to confirm the fact of sending the notification to the Consumer;

4) inform the Consumer about tariffs for electricity services, their change by placing an announcement in the mass media for at least 3 (three) working days, as well as indicating information about these changes in payment documents;

5) ensure acceptance of payments from the Consumer for the electric energy provided to it through its own cash desks, as well as banks and organizations that carry out certain types of banking operations;

At the same time, it shall be allowed to accept payments from the Consumer for the electric energy provided to it through additional sources such as Internet resources or terminals, payment agents, payment organizations;

6) submit monthly payment document to the Consumer for payment for consumed electric energy;

7) inform the Consumer about the planned termination of electric power supply in connection with scheduled works on equipment repair and connection of new consumers by the power transmission organizations not later than 3 (three) calendar days before the shutdown;

8) provide electric energy at tariffs agreed by the state body, which exercises leadership in the field of natural monopolies.

Footnote. Paragraph 14 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 7. Responsibilities of the Parties

15. In the events of non-fulfillment or improper fulfillment of obligations under the power supply agreement, the parties shall be obliged to compensate the actual caused damage on a voluntary basis or in case of failure to reach an agreement - by a court ruling.

16. The parties shall not bear financial liability for interruptions in the electric energy supply caused by force majeure (natural disasters, military actions and terrorist acts), as well as circumstances beyond control of the parties (theft or damage to power lines and other equipment).

17. The parties shall undertake to notify each other immediately in writing of changes in their names, title documents, legal address, actual location and other details necessary for the fulfillment of the agreement terms.

Chapter 8. Final Provisions

18. The Agreement shall be deemed to be concluded from the moment of actual connection of the Consumer to the connected network and valid for a period of one year.

In the absence of an application by one of the parties to terminate or amend the Agreement on the end of the term, it shall be considered extended indefinitely and on the same conditions as were provided for by the Agreement at its conclusion.

Footnote. Paragraph 18 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

19. In the event of arising disputes between the Seller and the Consumer related to fulfillment of the terms of this Agreement, the Seller shall notify the Consumer to resolve the dispute on a voluntary basis within 3 (three) working days. In the event of failure to reach an agreement, the disputes shall be settled by a court resolution at the place of this Agreement execution.

20. All the changes and additions made by consent of the parties to the Agreement shall not contradict the provisions of the Agreement, shall be formalized by an attachment to it, signed by the authorized representatives of the parties and executed in accordance with the procedure established by the legislation.

Chapter 9. Details of the parties

Footnote. Chapter 9 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Seller	Consumer
_____	_____
_____	_____
_____	_____

Appendix 1
to Standard power supply agreement for
consumers using electric power for
non-domestic needs

List of commercial metering devices

№ n/n	Name	Type of meter	Serial No	Current transformers	Calculation of coefficient
1	2	3	4	5	6

Power transmission (power generating)
organization

Consumer:

Appendix 2
to Standard power supply agreement for
consumers using electric power for
non-domestic needs

Form

To _____
(power supplying organization)

From _____
(name of organization)

Preliminary application for electric power supply

I, _____, kindly ask you for provisional electric power supply from _____ to _____ in the following amount.

№m/n	Months	kWh	
		In digits	Spelled out
1	January		
2	February		
3	March		
4	April		
5	May		
6	June		
7	July		
8	August		
9	September		
10	October		
11	November		
12	December		
	Total		

Consumer:

Appendix 3
to order № 356 of the Minister of Energy
of the Republic of Kazakhstan
dated October 23, 2017

Standard power supply agreement for legal entities, financed from state budget

_____ " ____ " _____ 20__ г.
(place of agreement) (date of agreement)

_____, carrying out power supply

(name of power supplying organization)

of consumers in accordance with license № _____ of " ____ " _____
_____yr. hereinafter referred to as Seller, represented by

_____,
(position, full name)

acting on the basis of _____, on the one hand,
and _____,

(name of the organization)

hereinafter referred to as Consumer, in the person of

(full name)

acting on the basis of _____,

hereinafter referred to as Parties, have entered into this agreement

on power supply (hereinafter – Agreement) as follows:

Chapter 1. Basic concepts used in the agreement

1. In this Agreement the following basic concepts shall be used:

1) settlement (billing) period - the time determined by the power supply agreement in which consumed electric power is accounted and payable by the consumer;

2) consumer - an individual or a legal entity, using electric energy on the basis of agreement on electric energy;

3) commercial metering device - a technical device designed for commercial metering of electric power, electric energy, allowed for use in the manner established by the legislation of the Republic of Kazakhstan;

4) the system of commercial metering of electric power - a set of commercial metering devices for determining the consumption of electrical power and output (electric power meter, current and voltage measuring transformers) and a device (switching device) interconnected on the established scheme;

5) point of electric power sale - a point located on the responsibility boundary of the power transmitting organization, with which the energy supplying organization has an agreement for electric power transmission.

Other concepts and terms shall be applied in this Agreement in accordance with the legislation of the Republic of Kazakhstan in the field of electric power and in the areas of natural monopolies.

Footnote. Paragraph 1 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 2. Subject of Agreement

2. The Seller undertakes to supply electric power to the Consumer to the point of sale, and the Consumer undertakes to pay for the consumed electric power in the manner and on the terms of the Agreement.

3. The agreement shall be concluded with the Consumer only in the event that he avails of the equipment directly connected to the power grids in the manner prescribed by the current legislation of the Republic of Kazakhstan in the field of electric power, and commercial metering devices.

Chapter 3. Accounting of consumed electric power

4. The amount of electric power supplied by the Seller and accepted by the Consumer shall be determined by the readings of the commercial metering devices, and in their absence or temporary violation, by calculation.

5. The number of commercial metering devices shall be indicated in the list of commercial metering devices in accordance with Appendix 1 to this Agreement.

6. Readings of metering devices shall be taken not later than 21.00 by representatives of the Seller or the power transmission organization. Distant readings when using automated systems of commercial accounting of electric energy shall be allowed at any time.

Self-service of the Consumer shall be allowed when taking readings of commercial metering devices. Errors made by the Consumer when taking readings and paying payment documents shall be taken into account by the Seller and (or) the power transmission organization as they are identified.

Footnote. Paragraph 6 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

7. To determine the amount of electric power consumption for the next year, the Consumer shall submit a preliminary application for electric power supply according to the form of Appendix 2 to this Agreement no later than thirty (30) calendar days before the beginning of the year preceding the year of supply.

Chapter 4. The procedure of payment for electric power

8. Payment for the consumed electrical power shall be made every month until the 15th (fifteenth) date of the month following the settlement.

The sum under agreement for the relevant financial year is

VAT included – _____ tenge 00 tyin (_____ tenge 00 tyin).

The sum under agreement for the relevant financial year is

VAT excluded – _____ tenge 00 tyin (_____ tenge 00 tyin).

Type of budget _____.

Budget programs administrator– _____ "

– _____ "

Budget program - _____ "

_____ "

Subprogram- _____ "

_____ "

Specificity – _____ – payment of utilities.

Specificity – ___ – transfer to the Seller of VAT amount on purchased goods, services and works.

9. If the Consumer is disconnected for violation of the agreement, then its connection shall be made by the power transmission (energy producing) organization within 1 (one) working day, after the consumer applies with the application of documents confirming the elimination of the violation and payment of the service for connection

Footnote. Paragraph 9 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

9-1. Consumers shall receive payment documents through postal service, Internet resource , personnel of the power supply organization or a unified accounting organization.

It shall be allowed to receive only through an Internet resource, if there is written consent of the consumer.

Footnote. Rules as added by the paragraph 9-1 in accordance with the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

9-2. The Consumer shall receive notifications about the termination (restriction) of the supply of electric energy by the methods indicated in the acceptance of the agreement (e-mail, fax, mail, short text message, multimedia message, valid instant messengers) for at least 5 (five) working days.

Footnote. Rules as added by the paragraph 9-2 in accordance with the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

10. The bill shall be issued and delivered to the Consumer no later than the 7th (seventh) day of the month following the settlement month, based on the actual readings of the commercial metering devices and (or) calculations carried out in accordance with paragraphs 4 and 6 of this Agreement.

11. At the installation of commercial electricity metering devices not at the boundary point, electric energy losses (in transformers and lines) in the network segment from the interface to the place of installation of commercial metering devices shall be determined by calculation made by the power transmitting organization in coordination with the Consumer and shall be paid by the party to which the specified network segment is attached.

12. In the existence of an automated system for commercial metering of electric power based on the use of commercial metering devices with a smart card, the Consumer shall pay for the consumed electric power in the independently determined amount without issue of a bill.

13. Introduction of new tariffs shall be carried out after prior notification of consumers in at least 3 (three) working days through the media and shall not be the ground for renewal of this Agreement.

Chapter 5. Consumer Rights and Obligations

14. The consumer shall have the right to:

- 1) receive electric energy in accordance with the concluded Agreement;
- 2) demand compensation from the energy producing, transmitting and power supplying organizations for real damage caused by the lack of delivery or supply of low-quality electric energy, in accordance with the terms of the concluded Agreement;
- 3) apply to the court to resolve disputed issues related to the conclusion and execution of the Agreement;
- 4) pay for consumed electric energy at differentiated rates;
- 5) terminate the Agreement unilaterally provided that the Seller shall be notified of 30 (thirty) calendar days and full payment for the consumed electric energy;
- 6) demand a payment document from the Seller with a detailed decryption of accruals, according to the amount of consumed electric energy;
- 7) change the servicing power supply organization to a new power supply organization.

Footnote. Paragraph 14 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

15. The consumer shall be obliged to:

- 1) maintain the proper technical condition of electric-power installations and commercial metering devices owned by consumers, comply with the requirements for their technical condition in accordance with the regulatory legal acts of the Republic of Kazakhstan in the field of electric power;
- 2) comply with energy consumption regimes defined by the agreement of purchase and sale of electric power;
- 3) comply with regulatory requirements for maintaining the standard frequency of electric power in the unified power system of the Republic of Kazakhstan;
- 4) pay in a timely manner for the released, transmitted and consumed electric power in accordance with the concluded agreements;
- 5) admit employees of energy supplying and energy transmitting organizations to commercial metering devices, also authorized persons of the state energy supervision and control bodies, authorized representatives of local executive bodies to monitor the technical condition and safety of operation of electric-power installations.

Chapter 6. Rights and obligations of the Seller

16. The seller, by engaging the energy transmission organization, shall have the right to:

- 1) terminate all or part of the supply of electrical energy by warning the Consumer in the ways specified in the acceptance of the agreement (by e-mail, fax, mail, short text message, multimedia message, valid messengers), allowing to confirm the fact of sending the

notification to the Consumer, not less than 5 (five) working days from the date of receipt of the notification by the Consumer in cases:

lack of payment, as well as incomplete payment for electrical energy within the terms specified by the Agreement;

violation of the power consumption regime established by the Agreement;

2) apply to court to settle controversial issues related to the conclusion and execution of the agreement.

Footnote. Paragraph 16 as amended by the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

17. The seller has the obligation to:

1) provide electrical energy in accordance with the concluded contract;

2) to compensate the Consumer in full the actual damage caused to it;

3) notify the Consumer not less than 5 (five) working days prior to suspension of electric power supply for non-payment by the methods specified in the acceptance of the contract (e-mail, fax, mail, short text message, multimedia message, valid messengers) allowing to confirm the fact of sending the notification to the Consumer;

4) inform the Consumer about tariffs for electricity services, their change by placing an announcement in the mass media for at least 3 (three) working days, as well as indicating information about these changes in payment documents;

5) ensure acceptance of payments from the Consumer for the electric energy provided to it through its own cash desks, as well as banks and organizations that carry out certain types of banking operations. In this case, receiving payments from the Consumer for the electrical energy provided to it through additional sources, such as Internet resources or terminals, payment agents, payment organizations;

6) submit monthly payment document to the Consumer for payment for consumed electric energy;

7) provide electric energy at tariffs agreed by the state body, which exercises leadership in the field of natural monopolies;

8) inform the Consumer about the planned termination of electric power supply in connection with scheduled works on equipment repair and connection of new consumers by the power transmission organizations not later than 3 (three) working days before the shutdown.

Footnote. Paragraph 17 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Chapter 7. Responsibilities of the Parties

18. In the events of non-fulfillment or improper fulfillment of obligations under the power supply agreement, the parties shall be obliged to compensate the actual caused damage on a voluntary basis or in case of failure to reach a settlement - by a court ruling.

19. The parties shall not bear financial liability for interruptions in the electric energy supply caused by force majeure (natural disasters, military actions and terrorist acts), as well as circumstances beyond control of the parties (theft or damage to power lines and other equipment).

20. The parties shall undertake to notify each other immediately in writing of changes in their names, title documents, legal address, actual location and other details necessary for the fulfillment of the agreement terms.

Chapter 8. Final Provisions

21. The Agreement shall be deemed to be concluded from the moment of actual connection of the Consumer to the connected network and valid until December 31 of the current year.

In the absence of an application by one of the parties to terminate or amend the Agreement on the end of the term, it shall be considered extended indefinitely and on the same conditions as were provided for by the Agreement at its conclusion.

Footnote. Paragraph 21 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

22. In the event of arising disputes between the Seller and the Consumer related to fulfillment of the terms of this Agreement, the Seller shall notify the Consumer to resolve the dispute on a voluntary basis within 3 (three) working days. In the event of failure to reach a settlement, the disputes shall be settled by a court resolution at the place of this Agreement execution.

23. All the changes and additions made by consent of the parties to the Agreement shall not contradict the provisions of the Agreement, shall be formalized by an attachment to it, signed by the authorized representatives of the parties and executed in accordance with the procedure established by the legislation.

Chapter 9. Details of the parties

Footnote. Chapter 9 – in the wording of the order of the Minister of Energy of the RK dated 06.02.2020 № 43 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

Seller	Consumer
_____	_____
_____	_____
_____	_____

Appendix 1
to Standard power supply agreement for
legal entities financed from state budget

List of commercial metering devices

№ n/n	Name	Type of meter	Serial No	Current transformers	Calculation of coefficient
1	2	3	4	5	6

Power transmission (power generating)
organization

Consumer:

Appendix 2
to Standard power supply agreement for
legal entities financed from state budget
Form

To _____
(power supplying organization)
From _____
(name of the organization)

Preliminary application for electric power supply

I, _____, kindly ask you for provisional
electric power supply from _____ to _____ in
the following amount.

№n/n	Months	kWh	
		In digits	Spelled out
1	January		
2	February		
3	March		
4	April		
5	May		
6	June		
7	July		
8	August		
9	September		
10	October		
11	November		
12	December		
	Total		

Consumer:

Appendix 4
to order № 356 of the Minister of Energy

List of certain orders of the Minister of Energy of the Republic of Kazakhstan, which ceased to be in effect

1. Order № 233 of the Minister of Energy of the Republic of Kazakhstan dated March 20, 2015 “On approval of Standard Agreement on electric power supply” (registered in the Register of State Registration of Regulatory Legal Acts under № 10806, published on June 5, 2015 in the Legal Information System “Adilet”).

2. Order № 648 of the Minister of Energy of the Republic of Kazakhstan dated November 19, 2015 “On Amendments to Order № 233 of the Minister of Energy of the Republic of Kazakhstan dated March 20, 2015 “On approval of Standard Agreement on electric power supply” (registered in the Register of State Registration of Regulatory Legal Acts under № 12428, published on December 18, 2015 in the Legal Information System “Adilet”).

3. Subparagraph 6) of the List of certain orders of the Minister of Energy of the Republic of Kazakhstan, on which amendments are entered, approved by order № 228 of the Minister of Energy of the Republic of Kazakhstan dated May 31, 2016 "On Amendments to Certain Orders of the Minister of Energy of the Republic of Kazakhstan" (registered in the Register of State Registration of Regulatory Legal Acts under № 13942, published on August 8, 2016 in the Legal Information System “Adilet”).

4. Paragraph 5 of the List of certain orders of the Minister of Energy of the Republic of Kazakhstan, on which amendments are entered, approved by order № 200 of the Minister of Energy of the Republic of Kazakhstan dated June 14, 2017 “On Amendments to Certain Orders of the Minister of Energy of the Republic of Kazakhstan” (registered in the Register of State Registration of Regulatory Legal Acts under № 15330, published in the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan dated July 25, 2017).