

**On approval of the Rules for the organization of meals for students in state organizations of secondary education, extracurricular organizations of additional education, as well as the purchase of goods related to the provision of food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education**

*Unofficial translation*

Order of the Minister of Education and Science of the Republic of Kazakhstan dated October 31, 2018 No. 598. Registered with the Ministry of Justice of the Republic of Kazakhstan on December 14, 2018 No. 17948.

**Unofficial translation**

Footnote. The title - in the wording of the order of the Minister of Education and Science of the Republic of Kazakhstan dated 24.05.2021 № 231 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).

In accordance with subparagraph 4) of Article 5 of the Law of the Republic of Kazakhstan "On Education," **I hereby ORDER:**

**Footnote. The preamble - in the wording of the order of the Minister of Education of the Republic of Kazakhstan dated 31.07.2023 № 236 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).**

1. Approve the attached Rules for the organization of meals for students in state organizations of secondary education, extracurricular organizations of additional education, as well as the purchase of goods related to the provision of food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education.

**Footnote. Paragraph 1 - in the wording of the order of the Minister of Education and Science of the Republic of Kazakhstan dated 24.05.2021 № 231 (shall enter into force upon expiry of ten calendar days after the day of its first official publication).**

2. To invalidate:

1) Order № 717 of the Acting Minister of Education and Science of the Republic of Kazakhstan "On approval of the Rules for catering to students in secondary education institutions, and also for the purchase of goods related to catering to children brought up and enrolled in preschool educational institutions, educational institutions for orphaned children and children without parental care" as of December 31, 2015 (registered in the Register of State Registration of Regulatory Legal Acts under № 12788, published in the "Adilet" Information and Legal System of Regulatory Legal Acts of the Republic of Kazakhstan on January 25, 2016).



2) Order № 76 of the Acting Minister of Education and Science of the Republic of Kazakhstan as of February 22, 2017 “On amendments to Order № 717 “On approval of the Rules for catering to students in secondary education institutions, and also for the purchase of goods related to catering to children brought up and enrolled in preschool educational institutions, educational institutions for orphaned children and children without parental care” as of December 31, 2015 (registered in the Register of State Registration of Regulatory Legal Acts under № 14956, published in the “Adilet” Information and Legal System on April 21, 2017).

3. In accordance with the procedure established by the legislation of the Republic of Kazakhstan, the Committee on the Protection of Children’s Rights of the Ministry of Education and Science of the Republic of Kazakhstan shall:

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

2) within ten calendar days of the state registration of this order, send its Kazakh and Russian hard and soft copies to the Republican State Enterprise with the Right of Economic Management “Republican Center of Legal Information” for its official publication and inclusion into the Reference Control Bank of Regulatory Legal Acts of the Republic of Kazakhstan;

3) place this order on the website of the Ministry of Education and Science of the Republic of Kazakhstan after its official publication;

4) within ten working days of the state registration, submit information on the implementation of measures, provided for in subparagraphs 1), 2) and 3) of this paragraph, to the Legal Department of the Ministry of Education and Science of the Republic of Kazakhstan.

4. Control over the execution of this order shall be entrusted to the vice-minister of Education and Science of the Republic of Kazakhstan, B.A.Assylova.

5. This order shall take effect ten calendar days after the day of its first official publication

*Minister of Education and Science  
of the Republic of Kazakhstan*

*Y. Sagadiyev*

“AGREED”

Minister of Healthcare of  
the Republic of Kazakhstan

\_\_\_\_\_ 2018

“AGREED”

Minister of Finance of  
the Republic of Kazakhstan

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“AGREED”

Minister of National Economy of  
the Republic of Kazakhstan

" \_\_\_\_\_ " \_\_\_\_\_ 2018

Approved by  
Order № 598 of the  
Minister of Education and Science  
of the Republic of Kazakhstan as  
of October 31, 2018

**Rules for catering service of students in state organizations of secondary education, out-of-school organizations of additional education, as well as the purchase of goods related to the provision of food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education**

**Footnote. The rules are in the wording of the order of the Minister of Education of the Republic of Kazakhstan dated 25.12.2023 № 390 (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

## **Chapter 1. General provisions**

1. These Rules for catering service of students in state organizations of secondary education, out-of-school organizations of additional education, as well as the purchase of goods related to the provision of food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education (hereinafter - the Rules) shall establish the procedure for catering service of students in state organizations of secondary education, out-of-school organizations of additional education, as well as the purchase of goods related to the provision of food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education.

2. The following concepts shall be used in the Rules:

1) potential supplier - an individual, a legal entity (with the exception of state institutions) engaged in entrepreneurial activities;

2) tender documentation - documents submitted by the tender organizer to a potential supplier to prepare an application for participation in the tender and containing the conditions and procedure for holding the tender;



3) tender organizer (customer):

in state organizations of secondary education, out-of-school organizations of additional education - an organization of secondary education, an out-of-school organization of additional education or an educational management body in the case when the organization of secondary education, out-of-school organization of additional education shall not independently keep accounting records or the local executive body of the region, the city of republican significance and the capital, in case when the organization of meals for students in secondary education organizations is carried out through the conclusion of a public-private partnership agreement in accordance with the Law of the Republic of Kazakhstan “On public-private partnership” (hereinafter - the Law on public-private partnership) or a body by decision of the local executive body of the region, the city of republican significance and the capital;

in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education - preschool organization, organization of education for orphans and children without parental care, organization of technical and vocational, post-secondary education or educational management body, in case when a preschool organization, an educational organization for orphans and children left without parental care, an organization of technical and vocational, post-secondary education shall not independently keep accounting records or a body by decision of the local executive body of the region, the city of the republic meanings and the capital;

4) residents of the Republic of Kazakhstan - citizens of the Republic of Kazakhstan, including those temporarily abroad or in public service abroad, with the exception of citizens who have a document for the right of permanent residence in a foreign state, issued in accordance with the legislation of that state;

foreigners and stateless persons who have a document for the right of permanent residence in the Republic of Kazakhstan;

legal entities established in accordance with the legislation of the Republic of Kazakhstan, with a location on its territory, as well as their branches and representative offices with a location in the Republic of Kazakhstan and abroad;

diplomatic, trade, and other official missions of the Republic of Kazakhstan located outside its borders;

5) financial year – a period of time starting on January 1 and ending on December 31 of the current year;

6) criteria for selecting a service provider - characteristics on the basis of which the capabilities and conditions for the provision of services by a potential supplier shall be assessed;

7) electronic copy of the document - a document that fully reproduces the form and information (data) of the original document in electronic digital form;



8) public-private partnership – a form of cooperation between a public partner and a private partner, corresponding to the characteristics determined by the Law of the Republic of Kazakhstan “On public-private partnership” (hereinafter - the Law on public-private partnership);

9) public-private partnership agreement - a written agreement defining the rights, obligations and responsibilities of the parties to the public-private partnership agreement, other terms of the public-private partnership agreement within the framework of the implementation of the public-private partnership project;

10) a public procurement web portal (hereinafter - the web portal) – an information system of a state body providing a unified point of access to electronic procurement services;

11) a contract on the purchase of services, goods (hereinafter - the contract) - a civil law contract concluded through a web portal between the customer and the supplier, certified by electronic digital signatures;

12) organization of secondary education - an organization of education implementing general educational programs of primary, basic secondary, general secondary education, specialized general educational and special educational programs;

13) support for domestic producers of services and goods - measures to create favorable conditions for stimulating the development of domestic production of services and goods in accordance with paragraph 1 of Article 617 of the Entrepreneurial Code of the Republic of Kazakhstan;

14) a supplier - an individual, a legal entity (with the exception of state institutions) engaged in business activities, concluded a contract for the provision of services or the supply of goods;

15) procurement identification code - an identification number assigned to each procurement (lot), which shall contain information about all stages of the procurement;

16) an electronic wallet - a personal account of a potential supplier, placed on the bank account of a unified operator in the field of public procurement, intended for carrying out settlement transactions related to securing applications for participation in the tender.

## **Chapter 2. The procedure for catering service of students in state organizations of secondary education, out-of-school organizations of additional education**

3. Catering service shall be carried out:

1. In organizations of secondary education by:

1) purchasing services and goods for catering of students on a competitive basis;

2) in the absence of equipment and/or the presence of worn-out equipment in the school canteen in order to replace it with new equipment – purchasing goods for catering services for students in organizations of secondary education in accordance with the Law on public-private partnership and these Rules;



3) if there is equipment in the school canteen, conditions that meet the requirements of regulatory legal acts in the field of sanitary and epidemiological welfare of the population – purchasing goods for catering of students on a competitive basis when introducing the positions of a canteen manager, a cook, a kitchen worker based on the decision of local executive bodies;

4) providing conditions for catering service of students in organizations of secondary education.

2. In out-of-school organizations of additional education by:

purchasing services and goods for catering on a competitive basis.

**Paragraph 1. Purchase of services and goods for catering of students on a competitive basis**

4. The purchase of services and goods for catering of students and pupils on a competitive basis shall provide the following sequential actions:

1) development and approval of a plan for the purchase of services and (or) goods, if the organizer of the tender is not the customer himself - the customer shall send through the web portal the items of the annual plan for the purchase of services and (or) goods (preliminary annual plan for the purchase of services and (or) goods) to fulfill the procedures for organizing and conducting the tender;

2) formation and approval of the composition of the tender commission; in the event of a tender being held by the organizer, the inclusion of the customer's employees in the composition of the tender commission shall not be mandatory;

3) approval of the draft tender documentation;

4) posting on the web portal of an announcement on the implementation of the supplier selection procedure, as well as the text of the draft tender documentation;

5) preliminary discussion through the web portal of the draft tender documentation and posting on the web portal the protocol of preliminary discussion of the draft tender documentation, as well as the text of the tender documentation;

6) submission by potential suppliers of applications for participation in the tender in the form of an electronic document and their automatic registration on the web portal;

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

8) consideration by the tender commission through a web portal of applications for participation in the tender of potential suppliers for their compliance with the qualification requirements and requirements of the tender documentation,

9) identification of potential suppliers who meet the qualification requirements and requirements of the tender documentation, and their recognition as tender participants,

10) identification of the winner of the tender, as well as the potential supplier who took second, third, fourth, and so on in order of priority, and posting a protocol on the procurement results on the web portal;



11) conclusion of a contract between the customer and organizer and the winner based on the protocol on the tender results.

5. In the tender documentation or in the posted information, it shall not be allowed to establish any non-quantifiable and (or) non-administered requirements for potential suppliers, or to indicate characteristics that determine the ownership of purchased services or goods to individual potential suppliers.

6. The purchase of services or goods shall be carried out by the tender organizer on the basis of an approved plan for the purchase of services and (or) goods by the organizer or customer.

7. On the basis of the relevant budget, the customer or, if the customer and the tender organizer act in one person, the tender organizer shall, within ten working days from the date of approval of the relevant budget, develop and approve a plan for the purchase of services and (or) goods for the financial year based on the need for services and (or) goods in the form according to Appendix 1 to the Rules.";

8. The customer or, if the customer and the tender organizer act in one person, the tender organizer shall post it on the web portal within five working days from the date of approval of the plan for the purchase of services and (or) goods.

The customer shall provide the organizer with information and documents for organizing and conducting the tender.

9. Changes and (or) additions to the plan for the purchase of services and (or) goods shall be made in the event of changes and (or) additions to the budget of the customer or, if the customer and the organizer of the tender act in one person, the organizer of the tender.

The customer or, if the customer and the tender organizer act in one one person, the tender organizer, within five working days from the date of the decision to make changes and (or) additions to the plan for the purchase of services and (or) goods, shall post the changes and (or) additions made to the web portal.

10. To carry out the procedures for organizing and conducting a tender, the organizer shall approve the tender commission and determine the secretary of the tender commission.

11. The decision to create a tender commission and determine the secretary of the tender commission shall be made by the first head of the organizer or the person performing his/her duties.

12. The tender commission shall be created by the order of the tender organizer and consists of an odd number of commission members, but not less than five people.

Members of the tender commission shall review applications and take part in voting without replacing absent commission members.

13. The tender organizer shall include, by agreement, representatives of local executive bodies registered on the web portal into the tender commission.



14. An official not lower than the deputy first head of the organizer or a person acting as the first head or his/her deputy shall be determined to be the chairman of the tender commission.

In the absence of the chairman of the tender commission, the candidacy of the chairman of the tender commission shall be re-approved. In this case, an official not lower than the deputy first head, and in his/her absence, the first head shall be determined to be the chairman of the tender commission.

15. The chairman of the tender commission shall manage the activities of the tender commission and carry out the functions provided for by these Rules.

16. The tender commission shall operate from the day the decision on its creation comes into force and cease its activities on the day the contract is concluded.

17. A meeting of the tender commission shall be valid if at least two thirds of the members of the tender commission are present at it, without the right of replacement. If one of the members of the tender commission is absent, the protocol of the meeting of the tender commission shall indicate the reason for his/her absence.

18. Organizational activities of the tender commission shall be provided by the secretary of the tender commission. The secretary of the tender commission shall not be a member of the tender commission and shall not participate in voting when the tender commission makes decisions.

The secretary of the tender commission shall be determined from among the officials of the body or organization that is the organizer responsible for organizing and holding the tender.

19. The secretary of the tender commission shall:

- 1) generate and post the draft tender documentation on the web portal;
- 2) post on the web portal an announcement about the tender, a protocol for opening applications for participation in the tender a protocol on the results of the tender, as well as other documents, if available;
- 3) carry out the functions provided for by these Rules.

20. The tender organizer shall develop and approve the draft tender documentation in accordance with the Standard tender documentation for the selection of a supplier (hereinafter - the Standard tender documentation) in the form according to Appendix 2 to these Rules, including:

- 1) a list of categories of service recipients in the form according to Appendix 1 to the Standard tender documentation, when choosing a supplier of goods - a list of purchased goods in the form according to Appendix 2 to the Standard tender documentation;
- 2) technical specifications for the tender documentation on the selection of a supplier according to Appendix 3 to the Standard tender documentation.



When selecting a service provider, the following shall be attached to the technical specifications approved by the education management body and to the draft tender documentation for the selection of the supplier:

a perspective menu-apportion indicating the names of dishes, the weight of a portion of dishes in grams, the ingredients of dishes (in grams), corresponding to the resolution of the Government of the Republic of Kazakhstan dated March 12, 2012 № 320 “On approval of the sizes, sources, types and Rules for providing social assistance to citizens who receive social assistance”, orders of the Minister of Healthcare of the Republic of Kazakhstan dated February 17, 2022 № KR DSM-16 “On approval of the Sanitary rules “Sanitary and epidemiological requirements for public catering facilities” (registered in the Register of state registration of regulatory legal acts № 26866), the Minister of Healthcare of the Republic of Kazakhstan dated December 21, 2020 № KR DSM-302/2020 “On approval of nutrition standards in healthcare and education organizations” (registered in the Register of state registration of regulatory legal acts № 21857), Minister of National Economy of the Republic of Kazakhstan dated December 9, 2016 № 503 “On approval of scientifically based physiological standards for food consumption” (registered in the Register of state registration of regulatory legal acts under № 14674), prices of dishes and products, taking into account the average price per unit according to the database of prices for goods, works, services on the web public procurement portal, information from the authorized body for maintaining statistics;

an assortment list of buffet dishes, including juices, drinks, bottled water, approved by the customer, indicating the price of dishes and products, taking into account the average price per unit according to the database of prices for goods, works, services on the public procurement web portal, information from the authorized body on maintaining statistics;

technological maps of dishes in accordance with the perspective menu- apportion and assortment list of buffet dishes;

3) an application for participation in the tender for legal entities and individuals in forms according to Appendices 4, 5 to the Standard tender documentation;

4) information on the qualifications of a potential supplier in the form according to Appendix 6 to the Standard tender documentation with copies of supporting documents on availability, based on the calculation:

up to 150 students in the organization of education - at least 1 cook, 1 kitchen worker;

from 151 to 350 students in the organization of education - at least 1 cook, 2 kitchen workers;

from 351 to 650 students in the organization of education - at least 1 cook, 3 kitchen workers;

from 651 to 1300 students in the organization of education - at least 2 cooks, 4 kitchen workers;



from 1301 to 2500 students in the organization of education - at least 3 cooks, 5 kitchen workers;

from 2501 or more students in the organization of education - at least 4 cooks, 7 kitchen workers;

5) criteria for selecting a supplier of services or goods in accordance with Appendices 7, 8 to the Standard tender documentation;

6) Standard contract on rendering services according to Appendix 9 and Standard contract for the supply of goods according to Appendix 10 to the Standard tender documentation.

21. A tender for the purchase of services shall be held with a breakdown into lots by organizations of education (1 lot - 1 organization of education) if the organizer of the tender is not an organization of secondary education.

The tender shall be held without division into lots if the organizer of the tender for selecting a catering service provider is an organization of education (1 organization of education - 1 supplier).

22. When purchasing goods, the organizer shall decide to hold a tender with the breakdown of goods into lots and (or) combining individual goods into one lot into the following groups: dairy products, meat products, vegetables and herbs, fruits and juices, fish products, flour products and cereals (legumes), other goods.

23. Consideration of applications for participation in the tender, as well as determination of the tender winner shall be carried out for each lot provided for in the tender documentation.

24. Potential suppliers, determined based on the results of consideration of applications for participation in the tender, who meet the qualification requirements and requirements of the tender documentation shall participate in the tender.

25. To participate in the tender, a potential supplier shall meet the following qualification requirements:

1) the absence of tax debt exceeding six times the monthly calculation index established for the corresponding financial year by the law on the republican budget, determined automatically by the web portal based on information from the state revenue bodies no earlier than the date of publication of the announcement of the tender;

2) not be subject to bankruptcy or liquidation proceedings;

3) availability of material and labor resources.

27. After approval of the draft tender documentation, the tender organizer shall form a draft tender documentation on the web portal in the Kazakh and Russian languages.

The tender organizer, no later than three working days from the date of approval of the draft tender documentation, shall post the text of the announcement of the tender in accordance with Appendix 3 to these Rules, as well as the draft tender documentation, on the web portal on weekdays from 9.00 to 18.00 Astana time.

28. A mandatory condition for the approval of tender documentation shall be a preliminary discussion of the draft tender documentation by potential suppliers.



Comments on the draft tender documentation, as well as requests for clarification of the provisions of the tender documentation, can be sent by potential suppliers through the web portal to the customer or organizer no later than five working days from the date of publication of the announcement of the tender.

In the absence of comments on the draft tender documentation, as well as requests for clarification of the provisions of the tender documentation within five working days from the date of publication of the announcement of the tender, the tender documentation shall be considered approved.

If there are comments, as well as requests for clarification of the provisions of the tender documentation, the customer, the organizer, within five working days from the date of expiration of the period for preliminary discussion of the tender documentation, shall make the following decisions:

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

In case of making changes and (or) additions, the organizer, within five working days from the date of expiration of the period for preliminary discussion of the draft tender documentation, in response to requests or comments from potential suppliers, shall make changes and (or) additions to the tender documentation and make a decision to approve the changed tender documentation on the web portal in the manner prescribed by paragraph 27 of these Rules.

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

The organizer, no later than one working day from the date of approval of the tender documentation, shall post on the web portal a protocol for the preliminary discussion of the draft tender documentation in the form according to Appendix 5 to these Rules.

The protocol of the preliminary discussion of the tender documentation shall be posted on weekdays during working hours (from 09.00 to 18:00 Astana time).

At the same time, applications shall be accepted on the next working day (from 09.00 Astana time) after the day the preliminary discussion protocol is posted.

In case of changes and (or) additions to the draft tender documentation, in accordance with subparagraph 1) of this paragraph, the organizer, together with the protocol of preliminary discussion of the tender documentation, shall post the approved text of the tender documentation, with automatic notification of potential suppliers who have received the draft tender documentation.

The protocol of the preliminary discussion of the draft tender documentation contains information about the comments received on the draft tender documentation and the decisions made on them.



The protocol of preliminary discussion of the draft tender documentation shall be signed by the chairman of the tender commission.

If a decision is made to reject comments to the draft tender documentation, in accordance with subparagraph 2) of this paragraph, a detailed justification of the reasons for their rejection shall be indicated in the protocol of the preliminary discussion of the draft tender documentation.

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

The text of the explanation of the provisions of the draft qualification requirements, technical specifications and draft contract, which are an integral part of the tender documentation, shall be reflected in the protocol of preliminary discussion of the draft tender documentation.

29. The deadline for the final date of submission of applications by potential suppliers for participation in the tender is at least fifteen calendar days from the date of posting the protocol of preliminary discussion of the draft tender documentation and the text of the approved tender documentation.

30. When carrying out a repeated tender, the organizer of the tender, no less than ten calendar days before the final date for submitting applications for participation in the tender, shall post on the web portal the text of an announcement about the implementation of a repeated tender, provided that the tender documentation of the failed tender remains unchanged, with the exception of the deadline for the execution of the contract in connection with a repeated tender.

31. From the date of publication of the announcement of the tender, everyone shall be given the opportunity to freely receive the draft tender documentation for preliminary discussion and the tender documentation approved based on the results of the preliminary discussion through the web portal.

32. It shall not be allowed to provide tender documentation or draft tender documentation until the notification of the tender on the web portal.

33. An application for participation in the tender shall be submitted in the form of an electronic document via a web portal before the expiration of the final deadline for its submission specified in the tender documentation and shall be a form of expression of the potential supplier's consent to the conditions established by the tender documentation, as well as the potential supplier's consent to receive information about herein, confirming compliance with the requirements of qualification and tender documentation for the selection of a supplier, provided for by these Rules.



34. An application for participation in the tender, submitted to the organizer by a potential supplier who has expressed a desire to participate in the tender, contains the documents listed in the tender documentation.

35. Applications for participation in the tender submitted by potential suppliers shall be automatically registered on the web portal.

36. An application for participation in the tender shall be considered accepted at the moment the web portal automatically sends the corresponding notification to the potential supplier who submitted an application for participation in the tender.

37. A potential supplier shall submit only one application for participation in the tender, in the case of a breakdown by lot - per lot.

38. A potential supplier shall not be entitled to participate in the tender and the application for participation in the tender of a potential supplier shall be subject to automatic rejection by the web portal in the following cases:

- 1) a potential supplier has previously submitted an application to participate in this tender;
- 2) an application for participation in the tender was received on the web portal after the deadline for accepting applications for participation in this tender had expired;

- 3) close relatives, spouse or relatives of the first heads of this potential supplier and (or) an authorized representative of this potential supplier participate in the decision-making on the selection of a supplier or are a representative of the customer or tender organizer in ongoing tenders;

- 4) the head of a potential supplier applying for participation in the tender is associated with the management, establishment, participation in the authorized capital of legal entities included in the Register of unscrupulous participants in public procurement, formed in accordance with the Law of the Republic of Kazakhstan "On Public Procurement" (hereinafter - the Register of unscrupulous participants in public procurement), List of unscrupulous suppliers (potential suppliers) of services, goods for catering service of students in state institutions of secondary education, out-of-school organizations of additional education, as well as goods related to the provision of food to children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education, approved by the order of the Minister of Education and Science of the Republic of Kazakhstan dated October 31, 2018 № 599 "On approval of the Rules for the formation of a list of unscrupulous suppliers (potential suppliers) of services and goods for catering service of students in state organizations of secondary education, out-of-school organizations of additional education, as well as goods related to providing food for children raised and studying in state preschool organizations, educational organizations for orphans and children without parental care, organizations of technical and vocational, post-secondary education" (registered in the Register of state registration of regulatory legal acts under № 17766) (hereinafter - the List of unscrupulous suppliers (potential suppliers)).



5) the head of a potential supplier applying for participation in the tender is an individual engaged in business activities included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

6) a potential supplier, who is an individual engaged in business activities, applying for participation in the tender, is the head of a potential supplier, who is included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

7) a potential supplier is included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

8) a potential supplier has unfulfilled obligations under executive documents and is included in the Unified register of debtors by the authorized body implementing state policy and state regulation of activities in the field of ensuring the execution of executive documents

9) the presence of tax debt and debt for mandatory pension contributions, mandatory professional pension contributions and social contributions in an amount exceeding six times the monthly calculation index established for the corresponding financial year by the law on the republican budget;

10) a potential supplier is not a resident of the Republic of Kazakhstan;

11) the property of a potential supplier, the book value of which exceeds ten percent of the value of the corresponding fixed assets, has been seized;

12) a potential supplier and (or) their head are included in the list of organizations and persons associated with the financing of terrorism and extremism, in the manner established by the legislation of the Republic of Kazakhstan.

13) is subject to bankruptcy or liquidation proceedings.

39. The validity period of an application for participation in the tender submitted by a potential supplier for participation in the tender is at least sixty calendar days from the date of opening of applications for participation in the tender and corresponds to the period established by the tender documentation.

40. A change or withdrawal of an application for participation in the tender by a potential supplier shall be carried out at any time before the expiration of the deadline for submitting applications for participation in the tender.

41. Withdrawal of applications for participation in the tender after the expiration of the deadline for their submission shall not be allowed.

42. The submission by a potential supplier of individual documents required in accordance with the tender documentation shall be carried out through obtaining documents by contacting state information systems and (or) state databases, or by filling out an electronic form using a web portal.

43. Before the deadline for their submission, the potential supplier shall post a tender application on the web portal containing the following documents:



1) an application for participation in the tender, drawn up in Kazakh and Russian languages, of a potential supplier in accordance with Appendices 4, 5 to the Standard tender documentation indicating the validity period;

2) securing an application for participation in the tender in the form of money in the electronic wallet of the potential supplier, or an electronic bank guarantee in the amount of one percent of the amount allocated for the purchase of services or goods;

3) technical specifications for the tender documentation on the selection of a supplier in accordance with Appendix 3 to the Standard tender documentation.

When choosing a service provider, a perspective menu-apportion, an assortment list of dishes, buffet products, technological maps of the dishes of the tender organizer shall be attached to the technical specifications for the tender documentation on the selection of the supplier;

4) information on the qualifications of a potential supplier in the form according to Appendix 6 to the Standard tender documentation with copies of supporting documents on availability, based on the calculation:

up to 150 students in an organization of education - at least 1 cook, 1 kitchen worker;

from 151 to 350 students in an organization of education - at least 1 cook, 2 kitchen workers;

from 351 to 650 students in an organization of education - at least 1 cook, 3 kitchen workers;

from 651 to 1300 students in an organization of education - at least 2 cooks, 4 kitchen workers;

from 1301 to 2500 students in an organization of education - at least 3 cooks, 5 kitchen workers;

from 2501 or more students in an organization of education - at least 4 cooks, 7 kitchen workers.

44. The amount of security for an application for participation in the tender, calculated in tiyns, shall be rounded up. In this case, an amount of less than fifty tiyns shall be rounded to zero, and an amount equal to fifty tiyns and above shall be rounded to one tenge.

45. The application security for participation in the tender shall be made separately for each lot or for the total amount of the tender lots in which the potential supplier takes part.

If a potential supplier makes an application of security for participation in the tender in the form of a guarantee cash contribution, which is deposited into the bank account of the organizer or into the account provided for by the budget legislation of the Republic of Kazakhstan for organizers who are state bodies and government institutions, then it shall be presented in the form of an electronic copy of the payment document confirming the guarantee deposit. In this case, the guarantee cash contribution shall be paid to the bank account specified in the tender documentation before the deadline for submitting applications for participation in the tender.



46. Applications for participation in the tender shall be opened automatically by the web portal within five protocol from the expiration of the deadline for submitting applications for participation in the tender.

47. If only one application for participation in the tender (lot) is submitted for the tender (lot), then such an application shall also be opened and considered in accordance with these Rules.

48. The protocol for opening applications for participation in the tender shall be posted automatically by the web portal at the time of their opening in accordance with Appendix 4 to these Rules. At the same time, the web portal shall send automatic notifications to members of the tender commission and potential suppliers who have submitted applications for participation in the tender.

49. Before the start of the tender, members of the tender commission and the secretary of the tender commission shall familiarize themselves with the approved tender documentation and its appendices.

50. The tender commission, through a web portal, shall consider applications for participation in the tender in order to identify potential suppliers who meet the qualification requirements and requirements of the tender documentation.

51. When considering applications for participation in the tender for compliance of potential suppliers with the qualification requirements and requirements of the tender documentation, the tender commission shall:

- 1) in writing and (or) the form of an electronic document, request from potential suppliers the materials and explanations in connection with their applications in order to simplify the consideration and comparison of applications for participation in the tender;

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

52. Sending a request and actions of the tender commission related to supplementing the application for participation in the tender with missing documents, replacing documents presented in the application for participation in the tender, or bringing into compliance with improperly executed documents shall not be allowed.

The tender commission shall consider an application for participation in the tender as meeting the requirements of the tender documentation if it contains grammatical or arithmetic errors that can be corrected without affecting the essence of the submitted application.

53. In order to clarify the compliance of potential suppliers with the qualification requirements in terms of their non-involvement in the bankruptcy or liquidation procedure, the tender commission shall consider the information posted on the Internet resource of the authorized body that monitors the bankruptcy or liquidation procedures.



54. Based on the results of consideration of applications for participation in the tender, the tender commission, within five working days from the date of applications opening for participation in the tender shall:

- 1) identify potential suppliers who meet the qualification requirements and requirements of the tender documentation, and recognize them as participants in the tender;
- 2) apply and calculate the criteria;
- 3) draw up a protocol on the results of the tender in accordance with Appendix 6 to these Rules.

55. The decision of the tender commission shall be made by voting through the web portal and shall be considered adopted if more members of the tender commission out of the total number of members of the tender commission vote for it. In the event of a tie vote, the decision voted for by the chairman of the tender commission shall be considered adopted.

In case of disagreement with the decision of the tender commission, any member of this tender commission shall express his/her own opinion, which shall be posted on the web portal in the form of an electronic copy of the document.

If there is no signature of any member of the tender commission, the secretary of the tender commission shall post on the web portal a document or information containing the reason for the absence of a signature in the relevant protocol of the tender commission.

56. The protocol on the results of the tender shall contain the following information:

- 1) on the requests from the tender commission in accordance with paragraph 51 of these Rules;
- 2) on potential suppliers whose applications for participation in the tender were rejected, with a detailed description of the reasons for their rejection, including information and documents confirming their non-compliance with the qualification requirements and requirements of the tender documentation;
- 3) on the application of criteria by the tender commission;
- 4) identifying the winner of the tender, as well as the potential supplier who took second, third, fourth, and so on in order of priority.

57. The tender commission shall recognize the submitted security of application for participation in the tender as not meeting the requirements of the tender documentation in the following cases:

- 1) insufficient validity period of the application security for participation in the tender, presented in the form of an electronic bank guarantee;
- 2) improper registration of the application security for participation in the tender, which is expressed in the absence of information that does not allow the tender commission to establish:

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

the name and number of the tender, for participation in which the application security for participation in the tender is provided in the form of an electronic bank guarantee;



the validity period of the application security for participation in the tender, the conditions for its provision, presented in the form of an electronic bank guarantee, and (or) the amount of the application security for participation in the tender;

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

the person in whose favor the application security for participation in the tender is made;

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

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

1) posting an opening protocol in cases of withdrawal by a given potential supplier of his application for participation in the tender before the deadline for submitting applications for participation in the tender expires;

2) signing a protocol on the results of the tender. This case shall not apply to the participant of the tender identified as the winner of the tender;

3) signing by the potential supplier of the contract and providing security for the execution of the contract.

59. The application security for participation in the tender, deposited in the form of an electronic bank guarantee, shall not be returned by the tender organizer to the potential supplier if one of the following cases occurs:

1) a potential supplier, identified as the winner of the tender, evaded concluding a contract ;

2) the winner of the tender, having concluded the contract, has not fulfilled or improperly fulfilled it, including untimely fulfilled the requirements established by the tender documentation regarding the payment and (or) deadlines for the payment of security for the execution of the contract.

The application security for participation in the tender, deposited through an electronic wallet, shall be blocked by a unified operator and shall not be returned to the potential supplier if one of the following cases occurs:

1) the potential supplier, identified as the winner of the tender, evaded concluding a contract;

2) the winner of the tender, having concluded the contract, has not fulfilled or improperly fulfilled, including untimely fulfilled, the requirements established by the tender documentation regarding the payment and (or) deadlines for the payment of security for the execution of the contract.

In these cases, the amount of the application security for participation in the tender shall be credited to the income of the corresponding budget.

A potential supplier shall not be allowed to perform actions that lead to the emergence of the right of third parties to claim in whole or in part of the money in the electronic wallet.



The use of money in an electronic wallet by a unified operator shall not be allowed, except in the cases specified in this paragraph.

60. The unified operator, within five working days from the date of receipt of the customer's application through the web portal, shall transfer the blocked money from the electronic wallet of the potential supplier to secure the application to the account specified in the customer's application, if the potential supplier has evaded concluding a contract or, having concluded a contract, has not provided security for the execution of the contract.

61. At the request of a potential supplier to return the money placed on his electronic wallet, the unified operator, within three working days from the date of receipt of such a request, shall return the specified money in respect of which the blocking has not been carried out or the blocking has been terminated.

62. The protocol on the results of the tender shall be signed on the web portal by all members of the tender commission and posted by the secretary of the tender commission on the day the decision on the results of the tender is made, on the web portal, with automatic notification of all potential suppliers who have submitted applications to participate in the tender.

63. The tender commission in the protocol of the tender results shall indicate the reason for recognizing the submitted security of the application for participation in the tender as not meeting the requirements of the tender documentation.

64. When forming a protocol on the results of the tender, the tender commission shall assign points in accordance with the criteria, according to Appendices 7, 8 to the Standard tender documentation, in relation to each potential supplier who submitted an application for participation in the tender, except for cases when one application is submitted for participation in the tender.

The potential supplier with the highest score shall be recognized as the winner of the tender.

If one potential supplier participated in the tender, submitted an application in accordance with the requirements of the tender documentation and met the standards of these Rules, then he shall be recognized as the winner of the tender.

65. If two or more potential suppliers scored the same number of points, the winner shall be the participant in the tender who has scored the most points according to the criterion "Experience in the service market over the last 7 years" in accordance with Appendix 7 to the Standard tender documentation and who has scored the most points according to the criterion "Experience in the goods market over the past 7 years" according to Appendix 8 to the Standard tender documentation.

If the number of points for work experience is equal, the winner shall be the participant in the tender whose application was received earlier than the applications for participation in the tender from other potential suppliers.

66. The tender shall be considered invalid by the tender organizer in the following cases:



- 1) lack of submitted applications;
- 2) if no potential supplier is allowed to participate in the tender;
- 3) the winner of the tender evaded concluding a contract if this supplier is the only participant in the tender.

67. If the tender is declared invalid, the tender organizer shall announce the re-holding of the tender in accordance with paragraph 30 of these Rules.

If a potential supplier appeals against actions (inactions), decisions of the customer, organizer, or tender commission to the authorized body no later than five working days from the date of publication of the protocol on the results of the tender, the publication of an announcement about the re-holding of the tender shall be suspended until the end of the period for consideration of the complaint.

68. If the winner of the tender evades concluding an agreement, when two or more potential suppliers participate in the tender, the tender commission shall decide to conclude a contract with the potential supplier who is next in number of points to the winner of the tender in accordance with the criteria for selecting suppliers of services or goods and within two working days shall send him a contract certified by an electronic digital signature via a web portal.

The potential supplier, within three working days from the date of receipt of the contract, shall sign the contract with an electronic digital signature.

69. In order to ensure the uninterrupted activities of the customer in catering service of students, the latter shall extend for the period until the entry into force of the contract with the winner of the tender the validity of the contract with the current supplier by directly concluding a contract in the absence of violations on the part of the supplier.

If the supplier refuses to extend the contract or there are violations on the part of the supplier, the contract shall be concluded with the potential supplier who took second, third, fourth, and so on in order of priority in the previous tender, for the period until the contract with the winner of the tender comes into force.

If the supplier refuses to extend the contract, there are violations on the part of the supplier, refusal to conclude a contract or the absence of a potential supplier who took second, third, fourth and so on in order of priority in the previous tender, the organizer of the tender, the customer shall make a decision to attract a supplier who provides catering services or supply of goods, meeting the qualification requirements and has at least 2 years of experience in providing services and supplying goods in educational organizations.

Moreover, such purchases shall be carried out in a volume not exceeding the volume of purchases of such services and goods necessary to meet the customer's needs during the period of the tender, but not more than for two months.

In the event of an appeal against the results of the tender or the decision of the authorized body, the contract shall be extended for the period of appeal.



70. The customer, the organizer of the tender, within two working days, shall post information about the supplier of the service or goods on the Internet resource of the customer, the organizer of the tender.

71. If a repeated tender is declared invalid in accordance with paragraph 66 of these Rules, the customer of the tender shall make a decision to attract, by direct conclusion of a contract, a supplier providing services, supplying goods for catering, meeting the qualification requirements and having experience in providing services, goods in educational organizations not less than 2 years.

The organizer, within two working days from the date of making the decision to attract a supplier, shall send an invitation through the web portal to a potential supplier identified by the customer, in accordance with Appendix 8 to these Rules.

With the consent of the potential supplier, this potential supplier, within five calendar days, shall send its confirmation of participation to the customer via the web portal with the attachment of supporting documents on work experience in accordance with Appendices 7, 8 to the Standard tender documentation.

The customer, within three working days from the date of receipt of confirmation of participation, shall send the potential supplier a draft contract certified by an electronic digital signature via a web portal.

The draft contract shall be certified by the potential supplier via an electronic digital signature within three working days from the date of receipt of the draft contract.

72. A potential supplier shall not be allowed to participate in the tender if:

1) he/she is determined not complying with the qualification requirements on the following grounds:

failure to submit, as well as submission of incomplete information about qualifications for tender 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 tender documentation;

the fact of submitting false information on qualification requirements has been established ;

2) if his/her application for participation in the tender is determined not complying with the requirements of the tender documentation on the following grounds:

failure to submit technical specifications;

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

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



the fact of submitting false information on the documents submitted in the tender application was established.

73. An appeal against actions (inactions), decisions of the customer, organizer, commissions shall be carried out by the supplier if their actions (inactions), decisions violate the rights and legitimate interests of the potential supplier.

Complaints from potential suppliers regarding the requirements of the tender documentation, including the qualification requirements specified therein, for which comments were not submitted to the draft tender documentation in the manner prescribed by paragraph 28 of these Rules, shall not be subject to consideration.

When appealing to the authorized body no later than five working days from the date of publication of the protocol on the results of the tender, the period for concluding the contract shall be suspended until the end of the period for consideration of the complaint. An appeal of persons who did not take part in the tender does not suspend the period for concluding the contract.

74. The complaint shall be considered within the framework of electronic government audit, desk control in accordance with the legislation of the Republic of Kazakhstan on state audit and financial control.

75. The authorized body no later than one working day from the date of receipt of the complaint shall send a notification to the customer about the suspension of the contract conclusion.

76. A complaint against actions (inaction), decisions of the customer, tender organizer, commissions to the authorized body contains the name, location of the legal entity, actions (inaction), decisions of which are being appealed, name, location of the person who filed the complaint, information about the tender, appealed actions (inaction), decisions of the customer, tender organizer, commissions. Documents confirming the arguments of the person filing the complaint shall be attached to the complaint.

The complaint shall be signed by the person filing it or his/her representative. The complaint filed by the representative shall be accompanied by a power of attorney or other document certifying the authority of the representative.

77. The complaint shall be returned to the person who filed it without consideration within two working days from the date of receipt if:

1) the complaint does not comply with the standards established by paragraph 76 of these Rules;

2) the complaint is not signed or signed by a person who does not have the authority to sign it.

78. The protocol on the results of the tender shall be the basis for concluding a contract on the provision of services or the supply of goods. The contract for the purchase of services and goods (hereinafter - the contract) shall be concluded between the customer and the supplier.



79. Within three working days after the expiration of the period for appealing the protocol on the results of the tender, the customer shall send to the potential supplier a signed contract for the provision of services or supply of goods, drawn up in accordance with the Standard contract for the provision of services according to Appendix 9 and the Standard contract for the supply of goods according to Appendix 10 to Standard tender documentation.

80. The contract shall be concluded in accordance with the approved individual financing plan for obligations for the corresponding financial year within the allocated funds and in the absence of violations provided for in the Standard contract for the provision of services, for the supply of goods, on the part of the supplier shall be extended by direct conclusion of the contract twice for subsequent financial years, if the supplier is not included in the List of unscrupulous suppliers (potential suppliers) of services, goods for catering service of students in state institutions of secondary education, out-of-school organizations of additional education, as well as goods related to the provision of food to children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education.

Extension of the contract validity period shall be carried out in accordance with the plan for the purchase of services and (or) goods for the corresponding financial year within 3 working days from the date of expiration of the contract.

If the number of pupils and students provided with meals from budget funds changes, amendments shall be made to the contract.

Introduction of amendments and (or) additions to the plan for the purchase of services and (or) goods in terms of price changes shall be carried out in accordance with the inflation rate for the current period and within the average price for services (meals per 1 student) and (or) goods on the state procurement portal.

When making amendments and (or) additions to the plan for the purchase of services and (or) goods, amendments and (or) additions shall be made to the existing contract for the current financial year without conducting tender procedures.

81. The supplier, within three working days from the date of receipt of the contract, shall sign and return to the tender organizer the signed contract for the provision of services or the supply of goods.

82. The supplier shall provide security for the execution of the contract within ten working days from the date of conclusion of the contract.

In this case, the customer, within two working days from the date of expiration of the deadline for making security for the execution of the contract, shall send a notification to the supplier of his intention to terminate the contract. If the supplier does not provide security for the execution of the contract within three working days from the date of receipt of the notification on intention to terminate the contract, the customer shall send a notification on termination of the contract.



83. The potential supplier, recognized as the winner in the tender for the selection of a service provider, within fifteen calendar days shall conclude a lease agreement for the premises and equipment of the school canteen in accordance with the legislation of the Republic of Kazakhstan on state property.

84. The service provider, within three working days from the date of receipt of the lease agreement, shall send an application for obtaining permits for the operation of the facility to territorial bodies in the field of sanitary and epidemiological welfare of the population and, before providing services for catering of students, shall receive a sanitary and epidemiological conclusion on the compliance of the facility with regulatory standard legal acts in the field of sanitary and epidemiological welfare of the population in accordance with Appendix 290 to the order of the Minister of Healthcare of the Republic of Kazakhstan dated August 20, 2021 № KR DSM-84 “On approval of forms for accounting and reporting documentation in the field of sanitary and epidemiological welfare of the population” (registered in the Register of state registration of regulatory legal acts under № 24082).

85. All disputes arising in the process of fulfilling contractual obligations shall be resolved in accordance with the civil legislation of the Republic of Kazakhstan.

86. In cases where the supplier selection procedures carried out within the framework of the preliminary annual purchase plan have been completed before the approval of the corresponding budget, the contract shall be sent to the winner within five working days from the date of approval of the corresponding budget.

87. A potential supplier who has not signed the contract within the specified period shall be considered to have evaded concluding the contract.

88. If the potential supplier recognized as the winner and the potential supplier who took the second place, have not submitted the signed contract to the customer and (or) has not provide security for the execution of the contract within the time limits established by the Rules, then the organizer of the tender in accordance with the Rules for forming a list of unscrupulous suppliers (potential suppliers) of services, goods for catering service of students in state organizations of secondary education, out-of-school organizations of additional education, as well as goods related to the provision of food for children, raising and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education, approved by the order of the Minister of Education and Science of the Republic of Kazakhstan dated October 31, 2018 № 599 (registered in the Register of state registration of regulatory legal acts under № 17766) (hereinafter – Rules for the formation of a list of unscrupulous suppliers (potential suppliers), no later than thirty calendar days, shall file a lawsuit with the court to recognize such a supplier as unscrupulous.

89. If a potential supplier identified as a winner is recognized as having evaded concluding a contract, the organizer shall withhold the security he contributed to the application for participation in the tender.



90. If the potential supplier, identified as the winner, did not provide the customer with a signed contract, did not provide security for the execution of the contract within ten working days from the date of receipt of the contract, the customer, after three working days from the date of receipt of the supplier's notification of termination of the contract, shall send a contract to the potential supplier who took second place. The contract shall be signed by the potential second-place supplier within three working days from the date the contract is presented to him.

If the potential supplier who takes second place does not sign the contract signed by the customer within the established period, the customer shall carry out a repeated tender.

91. A contract shall not be concluded when the financial bodies make a decision to cancel the decisions of the organizer and the tender commission taken in violation of these Rules, or to cancel the tender before the conclusion of the contract, including during the period of the organizer appealing such a decision of the authorized body.

92. In case of cancellation by the authorized body of the decisions of the organizer and the tender commission or a tender (lot), the organizer of the tender within 3 working days from the date of receipt of the decision of the authorized body shall post it on the web portal. Within 3 working days from the date of publication of the decision of the authorized body, the organizer of the tender shall revise the results of the tender or post an announcement about the tender on the web portal.

93. The amount of security for the execution of the contract shall be established by the organizer of the tender in the amount of three percent of the total amount of the contract.

94. The supplier chooses one of the following types of contract security:

1) a guaranteed financial contribution, which is deposited into the customer's bank account or into the account provided for by the budgetary legislation of the Republic of Kazakhstan;

2) a bank guarantee.

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

When extending the contract, security for the execution of the contract shall be paid by the supplier for the corresponding financial year within ten working days from the date of receipt of the contract.

95. Documents on the execution of the contract (act of acceptance and transfer of goods, act of services rendered, invoice) shall be issued in electronic form.

The contract shall be considered fulfilled provided that the customer and the supplier fully fulfill their obligations under the specified contract.

The execution of the contract for the supply of goods shall be carried out in the following sequence:



- 1) delivery of goods to the destination point of goods with the provision of the original invoice;
- 2) execution by the supplier of an acceptance certificate of goods through a web portal with an attachment of an electronic copy of the invoice, confirming the fact of delivery of goods;
- 3) acceptance of goods by the customer;
- 4) execution of an electronic invoice issued through the electronic invoice information system, in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system, approved by order of the First Deputy Prime-Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan dated April 22, 2019 № 370 (Registered in the Register of state registration of regulatory legal acts under № 18583) (hereinafter - the Rules for issuing an invoice in electronic form in the electronic invoice information system);
- 5) payment for the delivered goods by the customer.

The execution of the contract for the provision of services shall be carried out in the following sequence:

- 1) execution of an act of services provided through the web portal;
- 2) delivery and acceptance of services provided;
- 3) registration of an electronic invoice issued through the electronic invoice information system, in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system;
- 4) payment for services provided by the customer.

96. The supplier shall send through the web portal to the customer a certificate of acceptance and transfer of goods approved by an electronic digital signature in the form according to Appendix 9, a certificate of services provided in the form according to Appendix 10 to these Rules with filling out information about goods and services.

97. The customer, no later than three working days from the date of receipt on the web portal of notification about the supplier's execution of an acceptance certificate for goods, provision of services, shall fill out the information under the contract in the act and sign it with an electronic digital signature or refuse to accept the goods, services indicating reasoned justifications.

## **Paragraph 2. Purchase of catering services for students in state organizations of secondary education in accordance with the Law on public-private partnership**

98. The purchase of catering services for students shall be carried out in accordance with the order of the acting Minister of National Economy of the Republic of Kazakhstan dated November 25, 2015 № 725 "Rules for planning and implementation of public-private partnership projects, including issues of planning public-private partnership projects, holding a tender (auction) and direct negotiations to determine a private partner, monitoring



agreements of public-private partnership, monitoring and evaluating the implementation of public-private partnership projects" (registered in the Register of state registration of regulatory legal acts under № 12717).

99. The application in accordance with Appendix 7 to these Rules shall be submitted by the head of the secondary education organization to the local authorized body for state planning. If the application is rejected by the local authorized body for state planning, the tender shall be held in accordance with the Procedures for catering service provided for in paragraph 1 of chapter 2 of these Rules.

100. Determination of a potential private partner's compliance with the qualification requirements shall be carried out by the methods established by the Law on public-private partnerships.

101. To provide catering services for students in accordance with the need for the period before concluding a public-private partnership agreement, the educational organization or educational management body, in the case where the educational organization does not maintain its own accounting records, shall decide to engage a supplier providing catering services in accordance with paragraph 69 of these Rules.

102. Providing conditions for catering services of students in organizations of secondary education shall be carried out in accordance with the conditions for catering services of students in organizations of secondary education provided for in paragraph 3 of Chapter 2 of these Rules.

### **Paragraph 3. Providing conditions for catering services of students in state organizations of secondary education**

103. When organizing catering service, appropriate food conditions shall be provided in accordance with regulatory legal acts in the field of sanitary and epidemiological welfare of the population.

104. The opening hours of the canteen and (or) buffet will end no later than an hour before the end of the educational process.

105. Education management bodies and organizations of secondary education shall create a "School nutrition" section on the Internet resource, which provides functionality for informing parents about the nutrition of students in the school canteen, indicating, among other things, the future menu, work plan, and acts of commissions for monitoring the quality of food.

Organizations of secondary education shall provide daily posting of information on the Internet resource in the "School nutrition" section on the catering service of students (daily menu with attached photos of dishes, prices).

106. The head of the secondary education organization, in accordance with the perspective menu approved by the education management body, shall daily approve the menu



indicating the release of dishes for the coming day and place it in the canteen and in a place accessible to parents or legal representatives of students.

The perspective menu is being developed in accordance with the decree of the Government of the Republic of Kazakhstan dated March 12, 2012 № 320 “On approval of the amounts, sources, types and Rules for the provision of social assistance to citizens who receive social assistance”, orders of the Minister of Healthcare of the Republic of Kazakhstan dated February 17, 2022 № KR DSM- 16 “On approval of the Sanitary rules “Sanitary and epidemiological requirements for public catering facilities” (registered in the Register of state registration of regulatory legal acts № 26866), of the Minister of Healthcare of the Republic of Kazakhstan dated December 21, 2020 № KR DSM-302/2020 “On approval of nutrition standards in healthcare and educational organizations" (registered in the Register of state registration of regulatory legal acts № 21857), the Minister of National Economy of the Republic of Kazakhstan dated December 9, 2016 № 503 "On approval of scientifically based physiological standards for food consumption" (registered in the Register of state registration of regulatory legal acts № 14674), in accordance with the age-related physiological characteristics of students, natural nutrition standards, taking into account the type of food facility, the set of premises and equipment with refrigeration and technological equipment, as well as national traditions and the range of domestic products produced in the region, the formation of a healthy diet nutrition.

107. The service provider shall monthly provide the head of the secondary education organization with information on the list of food products used for students, accompanied by documents certifying the quality and safety of the products.

The sale of dishes, buffet products, drinks, bottled water shall be carried out in accordance with the technical specifications for the tender documentation.

108. The education management body, organization of education, shall carry out accounting of students who received free meals through a hardware and software complex with a recording and reporting function in accordance with the minimum requirements for informatization objects in the field of education, approved by the order of the Minister of Education of the Republic of Kazakhstan dated November 14, 2022 № 456 (registered in the Register of state registration of regulatory legal acts № 30534).

Organizations of education shall create the necessary conditions for students to have meals they bring with them.

109. In the organization of secondary education, a commission shall be created to monitor the quality of nutrition with the participation of representatives of the board of trustees, the parents’ committee, the school administration, and the medical worker of the medical center of the educational organization. The chairman of the commission shall be the head of the secondary education organization.

110. The commission’s tasks include monitoring the quality of incoming food products, the quality of prepared dishes, the availability and serviceability of technological equipment,



compliance with terms and conditions of storage, delivery of products, ready-made meals, compliance of the actual diet of children with the daily, prospective menu, and the sanitary condition of the canteen.

111. The results of the commission's work shall be documented monthly in the form of information, followed by their consideration by the pedagogical council of the educational organization and posting on the Internet resource of the secondary education organization.

112. Interdepartmental expert groups for monitoring the quality of nutrition, operating under educational management bodies, shall systematically monitor the activities of commissions for monitoring the quality of nutrition and take measures for the effective organization of nutrition for schoolchildren.

113. The functions of the commission for monitoring food quality shall also be carried out through the involvement of individuals engaged in business activities or legal entities. If this decision is made, the educational organization or service provider shall provide access to individuals engaged in business activities or legal entities to perform the above functions.

**Chapter 3. The procedure for purchasing goods related to providing nutrition for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education**

114. The purchase of goods related to the provision of nutrition for children raised and studying in preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education, on a competitive basis, involves the following sequential actions:

1) development and approval of a plan for the purchase of goods, if the organizer of the tender is not the customer himself - sending by the customer, through a web portal, of the annual plan items for the purchase of goods (preliminary annual plan for the purchase of goods) to carry out the procedures for organizing and conducting the tender;

2) formation and approval of the composition of the tender commission; if the tender is held by the organizer, the inclusion of the customer's employees in the composition of the tender commission is not mandatory;

3) approval of the draft tender documentation;

4) posting on the web portal of an announcement about the implementation of the procedure for selecting a supplier, as well as the text of the draft tender documentation;

5) preliminary discussion through the web portal of the draft tender documentation and posting on the web portal of the protocol of the preliminary discussion of the draft tender documentation, as well as the text of the tender documentation;

6) submission by potential suppliers of applications for participation in the tender in the form of an electronic document and their automatic registration on the web portal;



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

8) consideration by the tender commission through a web portal of applications for participation in the tender of potential suppliers for their compliance with the qualification requirements and requirements of the tender documentation,

9) identification of potential suppliers who meet the qualification requirements and requirements of the tender documentation, and their recognition as tender participants,

10) determining the winner of the tender, as well as the potential supplier who took second, third, fourth, and so on in order of priority, and posting a protocol on the procurement results on the web portal;

11) conclusion of an agreement between the customer and organizer and the winner based on the protocol on the results of the tender.

115. In the tender documentation or in the posted information, it shall not be allowed to establish any non-quantifiable and (or) non-administered requirements for potential suppliers, or to indicate characteristics that determine the belonging of the purchased goods to individual potential suppliers.

116. The purchase of goods shall be carried out by the organizer of the tender on the basis of an approved (preliminary) plan for the purchase of goods by the organizer or customer.

117. Based on the relevant budget, the customer or, if the customer and the tender organizer act as one person, the tender organizer, within ten working days from the date of approval of the relevant budget, shall develop and approve a plan for the purchase of goods for the financial year based on the need for goods in the form according to Appendix 1 to these Rules.

In preschool organizations in which 100 percent of food costs are charged to parents or legal representatives, the plan for purchasing goods shall be approved in December of the financial year.

118. The customer or, if the customer and the tender organizer act as one person, the tender organizer, within five working days from the date of approval of the plan for the purchase of goods, shall post it on the web portal.

The customer provides the organizer with information and documents for organizing and conducting the tender.

119. Introduction of amendments and (or) additions to the plan for the purchase of goods shall be carried out in the event of amendments and (or) additions to the budget of the customer or, if the customer and the organizer of the tender act as one person, the organizer of the tender.

The customer or, if the customer and the tender organizer act as one person, the tender organizer, within five working days from the date of the decision to make amendments and (or) additions to the plan for goods purchase, shall post the amendments and (or) additions on the web portal.



120. To carry out the procedures for organizing and conducting a tender, the organizer shall approve the tender commission and appoint the secretary of the tender commission.

121. The decision to create a tender commission and determine the secretary of the tender commission shall be made by the first head of the organizer or the person performing his/her duties.

122. The tender commission shall be created by the order of the tender organizer and consist of an odd number of commission members, but not less than five people.

Members of the tender commission shall consider applications and take part in voting without replacing absent commission members.

123. The tender organizer includes, by agreement, representatives of local executive bodies registered on the web portal in the tender commission.

124. The chairman of the tender commission shall be an official not lower than the deputy first head of the organizer or the person acting as the first head or his/her deputy.

In the absence of the chairman of the tender commission, the candidacy of the chairman of the tender commission shall be re-approved. In this case, the chairman of the tender commission shall be an official no lower than the deputy first head, and in his/her absence, the first head.

125. The chairman of the tender commission shall manage the activities of the tender commission and carry out the functions provided for by these Rules.

126. The tender commission shall operate from the day the decision on its creation comes into force and cease its activities on the day the contract is concluded.

127. A meeting of the tender commission shall be valid if at least two thirds of the members of the tender commission are present at it, without the right of replacement. If one of the members of the tender commission is absent, the protocol of the meeting of the tender commission shall indicate the reason for his/her absence.

128. The organizational activities of the tender commission shall be ensured by the secretary of the tender commission. The secretary of the tender commission shall not be a member of the tender commission and shall not participate in voting when the tender commission makes decisions.

The secretary of the tender commission shall be determined from among the officials of the body or organization that is the organizer of the tender, responsible for organizing and conducting the tender.

129. The secretary of the tender commission shall:

- 1) form and post the draft tender documentation on the web portal;
- 2) publish on the web portal an announcement about the tender, a protocol of opening applications for participation in the tender, a protocol on the results of the tender, as well as other documents, if available;
- 3) perform the functions provided for by these Rules.



130. The tender organizer shall develop and approve the draft tender documentation in accordance with the Standard tender documentation in the form according to Appendix 2 to these Rules, including:

- 1) a list of purchased goods in the form according to Appendix 2 to the Standard tender documentation;
- 2) technical specifications for the draft tender documentation for the selection of a supplier in accordance with Appendix 3 to the Standard tender documentation;
- 3) an application for participation in the tender for legal entities and individuals using the forms according to Appendices 4, 5 to the Standard tender documentation;
- 4) information about the qualifications of a potential supplier in the form according to Appendix 6 to the Standard tender documentation;
- 5) criteria for selecting a supplier of goods in accordance with Appendix 8 to the Standard tender documentation;
- 6) a Standard contract for the supply of goods in accordance with Appendix 10 to the Standard tender documentation.

131. When purchasing goods, the organizer shall decide to hold a tender with the breakdown of goods into lots and (or) combining individual goods into one lot into the following groups: dairy products, meat products, vegetables and herbs, fruits and juices, fish products, flour products and cereals (legumes), other goods.

Consideration of applications for participation in the tender, as well as determination of the winner of the tender in the case of breakdown into lots, shall be carried out for each lot provided for in the tender documentation.

132. The tender involves potential suppliers determined based on the results of consideration of applications for participation in the tender that meet the qualification requirements and requirements of the tender documentation.

132. Potential suppliers, determined based on the results of consideration of applications for participation in the tender, complying with the qualification requirements and requirements of the tender documentation shall participate in the tender.

133. To participate in the tender, a potential supplier shall meet the following qualification requirements:

- 1) the absence of tax debt exceeding six times the monthly calculation index established for the corresponding financial year by the law on the republican budget, determined automatically by the web portal based on information from state revenue bodies no earlier than the date of publication of the tender announcement;
- 2) not be subject to bankruptcy or liquidation proceedings;
- 3) availability of material and labor resources.

134. After approval of the draft tender documentation, the tender organizer shall form a draft tender documentation on the web portal in the Kazakh and Russian languages.



135. The tender organizer shall, no later than three working days from the date of approval of the draft tender documentation, post the text of the announcement of the tender in accordance with Appendix 3 to these Rules, as well as the draft tender documentation on the web portal, on weekdays from 9.00 am to 6.00 pm Astana time.

136. A mandatory condition for the approval of tender documentation shall be a preliminary discussion of the draft tender documentation by potential suppliers.

Comments on the draft tender documentation, as well as requests for clarification of provisions of the tender documentation, can be sent by potential suppliers through the web portal to the customer or organizer no later than five working days from the date of publication of the tender announcement.

In the absence of comments on the draft tender documentation, as well as requests for clarification of provisions of the tender documentation within five working days from the date of publication of the tender announcement, the tender documentation shall be considered approved.

If there are comments, as well as requests for clarification of provisions of the tender documentation, the customer, the organizer, within five working days from the date of expiration of the period for preliminary discussion of the tender documentation, shall make the following decisions:

- 1) make amendments and (or) additions to the draft tender documentation;
- 2) reject comments on the draft tender documentation indicating the justifications and reasons for their rejection;
- 3) provide explanations of provisions of the tender documentation.

In case of making amendments and (or) additions, the organizer, within five working days from the date of expiration of the period for preliminary discussion of the draft tender documentation, in response to requests or comments from potential suppliers, shall make amendments and (or) additions to the tender documentation and make a decision to approve the changed tender documentation on the web portal in the manner prescribed by paragraph 27 of these Rules.

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

The organizer, no later than one working day from the date of approval of the tender documentation, shall post on the web portal a protocol for the preliminary discussion of the draft tender documentation in the form according to Appendix 5 to these Rules.

The protocol of the preliminary discussion of the tender documentation shall be posted on weekdays during working hours (from 09.00 to 18:00 Astana time).

At the same time, applications shall be accepted on the next working day (from 09.00 Astana time) after the day the preliminary discussion protocol is posted.

In case of making amendments and (or) additions to the draft tender documentation, in accordance with subparagraph 1) of this paragraph, the organizer, together with the protocol



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

The protocol of the preliminary discussion of the draft tender documentation shall contain information about the comments received on the draft tender documentation and the decisions made on them.

The protocol of the preliminary discussion of the draft tender documentation shall be signed by the chairman of the tender commission.

In case of a decision to reject comments on the draft tender documentation, in accordance with subparagraph 2) the detailed justification of the reasons for their rejection shall be indicated in the protocol of the preliminary discussion of the draft tender documentation.

When requests from potential suppliers are received for clarification of provisions of the tender documentation through the web portal, in accordance with subparagraph 3) of this paragraph, the text of explanation of provisions of the tender documentation shall be reflected in the protocol of the preliminary discussion of the draft tender documentation.

The text of explanation of the provisions of the draft qualification requirements, technical specifications and draft agreement, which are an integral part of the tender documentation, shall be reflected in the protocol of the preliminary discussion of the draft tender documentation.

137. The deadline for the final date of submission of applications by potential suppliers for participation in the tender shall be at least fifteen calendar days from the date of posting the protocol of preliminary discussion of the draft tender documentation and the text of the approved tender documentation.

138. When carrying out a repeated tender, the organizer of the tender, no less than ten calendar days before the final date for submitting applications for participation in the tender, shall post on the web portal the text of an announcement about the implementation of a repeated tender, provided that the tender documentation of the failed tender remains unchanged, with the exception of the deadline for the execution of the contract in connection with a repeated tender.

139. From the date of publication of the tender announcement, everyone shall be given the opportunity to freely receive through the web portal the draft tender documentation for preliminary discussion and the tender documentation approved based on the results of the preliminary discussion

140. It shall not be allowed to provide tender documentation or draft tender documentation until the notification of the tender on the web portal.

141. An application for participation in the tender shall be submitted in the form of an electronic document via a web portal before the expiration of the final deadline for its submission specified in the tender documentation and shall be a form of expression of the potential supplier's consent to the conditions established by the tender documentation, as well



as the consent of the potential supplier to receive information about herein, confirming compliance with the requirements of qualification and competitive documentation for the selection of a supplier, provided for by these Rules.

142. An application for participation in the tender, submitted to the organizer by a potential supplier who has expressed a desire to participate in the tender, shall contain the documents listed in the tender documentation.

143. Applications for participation in the tender submitted by potential suppliers shall be automatically registered on the web portal.

144. An application for participation in the tender shall be considered accepted at the moment the web portal automatically sends the corresponding notification to the potential supplier who submitted an application for participation in the tender.

145. A potential supplier shall submit only one application for participation in the tender, in the case of a breakdown by lot - per lot.

146. A potential supplier shall not have the right to participate in the tender and the application for participation in the tender of a potential supplier shall be subject to automatic rejection by the web portal in the following cases:

1) the potential supplier has previously submitted an application to participate in this tender;

2) the application for participation in the tender was received on the web portal after the deadline for accepting applications for participation in this tender had expired;

3) close relatives, spouse or relatives of the first heads of this potential supplier and (or) an authorized representative of this potential supplier participate in the decision-making on the selection of a supplier or are a representative of the customer or tender organizer in ongoing tenders;

4) the head of a potential supplier applying for participation in the tender is related to the management, establishment, participation in the authorized capital of legal entities that are in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

5) the head of a potential supplier applying for participation in the tender is an individual carrying out business activities, included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

6) a potential supplier, who is an individual carrying out business activities, applying for participation in the tender, is the head of the potential supplier, who is included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

7) the potential supplier is included in the register of unscrupulous participants in public procurement, the list of unscrupulous suppliers (potential suppliers);

8) the potential supplier has unfulfilled obligations under executive documents and is included in the Unified register of debtors by the authorized body implementing state policy



and state regulation of activities in the field of ensuring the execution of executive documents

9) the presence of tax debt and debt for mandatory pension contributions, mandatory professional pension contributions, and social contributions in an amount exceeding six times the monthly calculation index established for the corresponding financial year by the law on the republican budget;

10) the potential supplier is not a resident of the Republic of Kazakhstan;

11) the property of a potential supplier, the book value of which exceeds ten percent of the value of the corresponding fixed assets, has been seized;

12) the potential supplier and (or) their head are included in the list of organizations and persons associated with the financing of terrorism and extremism, in the manner established by the legislation of the Republic of Kazakhstan.

13) is subject to bankruptcy or liquidation proceedings.

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

148. A change or withdrawal of an application for participation in the tender by a potential supplier shall be carried out at any time before the expiration of the deadline for submitting applications for participation in the tender.

149. Withdrawal of applications for participation in the tender after the expiration of the deadline for their submission shall not be allowed.

150. Submission by a potential supplier of individual documents required in accordance with the tender documentation shall be carried out through obtaining documents by contacting state information systems and (or) state databases, or by filling out an electronic form using a web portal.

151. Before the deadline for their submission, the potential supplier shall post a tender application on the web portal containing the following documents:

1) an application for participation in the tender, drawn up in Kazakh and Russian languages, of a potential supplier in accordance with Appendices 4, 5 to the Standard Tender Documentation, indicating the validity period;

2) securing an application for participation in the tender in the form of money in the electronic wallet of the potential supplier or an electronic bank guarantee in the amount of one percent of the amount allocated for the purchase of goods;

3) technical specifications for the tender documentation for the selection of a supplier in accordance with Appendix 3 to the Standard tender documentation.

4) information about the qualifications of the potential supplier in the form according to Appendix 6 to the Standard tender documentation.



152. The amount of the application security for participation in the tender, calculated in tiyns, shall be rounded up. In this case, an amount of less than fifty tiyns shall be rounded to zero, and an amount equal to fifty tiyns and above shall be rounded to one tenge.

153. The application security for participation in the tender shall be made separately for each lot or for the total amount of the tender lots in which the potential supplier takes part.

If a potential supplier makes an application of security for participation in the tender in the form of a guarantee cash contribution, which is deposited into the bank account of the organizer or into the account provided for by the budget legislation of the Republic of Kazakhstan for organizers who are state bodies and state institutions, then it shall be submitted in the form of an electronic copy of the payment document confirming the guarantee deposit. In this case, the guarantee cash contribution shall be paid to the bank account specified in the tender documentation before the deadline for submitting applications for participation in the tender.

154. Applications for participation in the tender shall be opened automatically by the web portal within five protocol from the expiration of the deadline for submitting applications for participation in the tender.

155. If only one application for participation in the tender (lot) is submitted for the tender (lot), then such an application shall also be opened and considered in accordance with these Rules.

156. The protocol of opening applications for participation in the tender shall be posted automatically by the web portal at the time of their opening in accordance with Appendix 4 to these Rules. At the same time, the web portal sends automatic notifications to members of the tender commission and potential suppliers who have submitted applications to participate in the tender.

157. Before the start of the tender, members of the tender commission and the secretary of the tender commission shall familiarize themselves with the approved tender documentation and its appendices.

158. The tender commission, through a web portal, shall consider applications for participation in the tender to identify potential suppliers who comply with the qualification requirements and requirements of the tender documentation.

159. When considering applications for participation in the tender for compliance of potential suppliers with the qualification requirements and requirements of the tender documentation, the tender commission shall:

- 1) in writing and (or) in the form of an electronic document, request from potential suppliers the materials and explanations in connection with their applications to simplify the consideration and comparison of applications for participation in the tender;

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



160. Sending a request and actions of the tender commission related to supplementing the application for participation in the tender with missing documents, replacing documents submitted in the application for participation in the tender, or bringing into compliance with improperly executed documents shall not be allowed.

The tender commission shall consider an application for participation in the tender as complying with the requirements of the tender documentation if it contains grammatical or arithmetic errors that can be corrected without affecting the essence of the submitted application.

161. In order to clarify the compliance of potential suppliers with the qualification requirements in terms of their non-involvement in the bankruptcy or liquidation procedure, the tender commission shall review the information posted on the Internet resource of the authorized body that monitors the conduct of bankruptcy or liquidation procedures.

162. Based on the results of consideration of applications for participation in the tender, the tender commission, within five working days from the date of opening of applications for participation in the tender shall:

- 1) identify potential suppliers who comply with the qualification requirements and requirements of the tender documentation, and recognize them as participants in the tender;
- 2) apply and calculate the criteria;
- 3) draw up a protocol on the results of the tender in accordance with Appendix 6 to these Rules.

163. The decision of the tender commission shall be made by voting through the web portal and shall be considered adopted if more members of the tender commission out of the total number of members of the tender commission vote for it. In the event of a tie vote, the decision voted for by the chairman of the tender commission shall be considered adopted.

In case of disagreement with the decision of the tender commission, any member of this tender commission shall express his/her opinion, which shall be posted on the web portal in the form of an electronic copy of the document.

If there is no signature of any member of the tender commission, the secretary of the tender commission shall place on the web portal a document or information containing the reason for the absence of a signature in the relevant protocol of the tender commission.

164. The protocol on the results of the tender shall contain the following information:

- 1) on the requests from the tender commission in accordance with paragraph 159 of these Rules;
- 2) on potential suppliers whose applications for participation in the tender have been rejected, with a detailed description of the reasons for their rejection, including information and documents confirming their non-compliance with the qualification requirements and requirements of the tender documentation;
- 3) on the application of criteria by the tender commission;



4) identifying the winner of the tender, as well as the potential supplier who took second, third, fourth, and so on in order of priority, and posting a protocol of the procurement results on the web portal.

165. The tender commission shall recognize the submitted application security for participation in the tender as not complying with the requirements of the tender documentation in the following cases:

1) insufficient validity period of the application security for participation in the tender, submitted in the form of an electronic bank guarantee;

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

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

the name and number of the tender, for participation in which the application security for participation in the tender is made in the form of an electronic bank guarantee;

the validity period of the application security for participation in the tender, the conditions for its provision, submitted in the form of an electronic bank guarantee and (or) the amount of the application security for participation in the tender;

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

the person in whose favor the application security for participation in the tender is made;

3) submitting an application security for participation in the tender in the amount of less than one percent of the amount allocated for the tender (lot).

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

1) posting a protocol of opening in cases when this potential supplier withdraws his/her application for participation in the tender before the deadline for submitting applications for participation in the tender expires;

2) signing a protocol on the results of the tender. This case shall not apply to the participant of the tender identified as the winner of the tender;

3) signing of the contract and providing security for the execution of the contract by the potential supplier.

167. The application security for participation in the tender, deposited in the form of an electronic bank guarantee, shall not be returned by the tender organizer to the potential supplier if one of the following cases occurs:

1) the potential supplier, identified as the winner of the tender, evaded concluding a contract;

2) the winner of the tender, having concluded the contract, did not fulfill or fulfilled it improperly, including untimely fulfilling, the requirements established by the tender



documentation regarding the payment and (or) deadlines for the payment of security for the execution of the contract.

The application security for participation in the tender, deposited through an electronic wallet, shall be blocked by a single operator and shall not be returned to the potential supplier if one of the following cases occurs:

1) the potential supplier, identified as the winner of the tender, evaded concluding a contract;

2) the winner of the tender, having concluded the contract, did not fulfill or fulfilled it improperly, including untimely fulfilling the requirements established by the tender documentation regarding the payment and (or) deadlines for the payment of security for the execution of the contract.

In these cases, the amount of the application security for participation in the tender shall be credited to the income of the corresponding budget.

A potential supplier shall not be allowed to perform actions that lead to occurrence of the right of third parties to claim in whole or in part of the money in an electronic wallet.

The use of money held in an electronic wallet by a unified operator shall not be allowed, except for the cases specified in this paragraph.

168. A unified operator, within five working days from the date of receipt of the customer's application through the web portal, shall transfer blocked money for the application security from the electronic wallet of the potential supplier to the account specified in the customer's application, if the potential supplier has evaded concluding a contract or, having concluded a contract, did not make security for the execution of the contract.

169. At the request of a potential supplier to return the money placed on his/her electronic wallet, the unified operator, within three working days from the date of receipt of such a request, shall return the specified money in respect of which the blocking has not been carried out or the blocking has been terminated.

170. The protocol on the results of the tender shall be signed on the web portal by all members of the tender commission and posted by the secretary of the tender commission on the day the decision on the results of the tender is made, on the web portal, with automatic notification of all potential suppliers who have submitted applications to participate in the tender.

171. The tender commission in the protocol of the tender results shall indicate the reason for recognizing the submitted application security for participation in the tender as not complying with the requirements of the tender documentation.

172. When forming a protocol on the results of the tender, the tender commission shall assign points in accordance with the criteria, according to Appendix 8 to the Standard tender documentation, in relation to each potential supplier who submitted an application for participation in the tender, with the exception of cases when one application is submitted for participation in the tender.



The winner of the tender shall be the potential supplier with the most points.

If one potential supplier participated in the tender, submitted an application in accordance with the requirements of the tender documentation and met the standards of these Rules, then he/she shall be recognized as the winner of the tender.

173. If two or more potential suppliers scored the same number of points, the winner shall be the participant in the tender who has scored the most points according to the criterion “experience in the goods market over the last 7 years” in accordance with Appendix 8 to the Standard tender documentation.

If the number of points for work experience is equal, the winner shall be the participant in the tender whose application was received earlier than the applications for participation in the tender from other potential suppliers.

174. The tender shall be considered invalid by the tender organizer in the following cases:

- 1) lack of submitted applications;
- 2) if no potential supplier is allowed to participate in the tender;
- 3) the winner of the tender evaded concluding a contract if this supplier is the only participant in the tender.

175. If the tender is declared invalid, the tender organizer shall announce the re-holding of the tender in accordance with paragraph 30 of these Rules.

If a potential supplier appeals against actions (inactions), decisions of the customer, organizer, or tender commission to the authorized body no later than five working days from the date of publication of the protocol on the results of the tender, the publication of an announcement about the re-holding of the tender shall be suspended until the end of the period for consideration of the complaint.

176. In the event that the winner of the tender evades concluding a contract, when two or more potential suppliers participate in the tender, the tender commission shall make a decision to conclude a contract with the potential supplier who follows the winner of the tender in terms of the number of points scored in accordance with the criteria for selecting suppliers of goods and within two working days shall send him/her a contract certified by an electronic digital signature via a web portal.

The potential supplier, within three working days from the date of receipt of the contract, shall sign the contract with an electronic digital signature.

177. In order to ensure the uninterrupted activities of the customer in catering service of pupils and students, the latter shall extend the validity of the contract with the current supplier for the period until the entry into force of the contract with the winner of the tender by directly concluding a contract in the absence of violations on the part of the supplier.

If the supplier refuses to extend the term of the contract, or there are violations on the part of the supplier, the contract shall be concluded with the potential supplier who took second, third, fourth, and so on in order of priority in the previous tender, for the period until the entry into force of the contract with the winner of the tender.



If the supplier refuses to extend the contract, there are violations on the part of the supplier, refusal to conclude a contract or absence of a potential supplier who took second, third, fourth and so on in order of priority at the previous tender, the organizer of the tender, the customer shall make a decision to attract a supplier who supplies goods, complying with the qualification requirements and having at least 2 years of experience in supplying goods to educational organizations.

At the same time, such purchases shall be carried out in a volume not exceeding the volume of purchases of such goods necessary to meet the needs of the customer during the period of the tender, but not more than two months.

In case of appeal against the results of the tender, the decision of the authorized body, the contract shall be extended for the period of appeal.

178. The customer, the organizer of the tender, shall post information about the supplier of goods on the Internet resource of the customer, the organizer of the tender, within two working days.

179. If a repeated tender is declared invalid in accordance with paragraph 174 of these Rules, the customer of the tender shall make a decision to attract, by direct conclusion of a contract, a supplier supplying goods for catering service, meeting the qualification requirements and having experience in supplying goods to educational organizations for at least 2 years.

The organizer, within two working days from the date of making the decision to attract a supplier, shall send an invitation through the web portal to a potential supplier identified by the customer, in accordance with Appendix 8 to these Rules.

With the consent of the potential supplier, this potential supplier, within five calendar days, shall send its confirmation of participation to the customer via the web portal with the attachment of supporting documents on work experience in accordance with Appendix 8 to the Standard tender documentation.

The customer, within three working days from the date of receipt of confirmation of participation, shall send the potential supplier a draft contract certified by an electronic digital signature via a web portal.

The draft contract shall be certified by the potential supplier via an electronic digital signature within three working days from the date of receipt of the draft contract.

180. A potential supplier shall not be allowed to participate in the tender if:

1) he/she is determined not complying with the qualification requirements on the following grounds:

failure to submit, as well as submission of incomplete information about qualifications for tender documentation;

non-compliance of a potential supplier with the qualification requirements regarding the possession of material and labor resources sufficient to fulfill obligations under the contract specified in the tender documentation;



the fact of submitting false information on qualification requirements has been established ;

2) if his/her application for participation in the tender is determined not complying with the requirements of the tender documentation on the following grounds:

failure to submit technical specifications;

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

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

the fact of submitting false information on the documents submitted in the tender application has been established.

181. Appeals against actions (inactions), decisions of the customer, organizer, commissions shall be carried out by the supplier if their actions (inactions), decisions violate the rights and legitimate interests of the potential supplier.

When appealing to the authorized body no later than five working days from the date of publication of the protocol on the results of the tender, the period for concluding the contract shall be suspended until the end of the period for consideration of the complaint. An appeal by persons who did not take part in the tender does not suspend the period for concluding the contract.

182. The complaint shall be considered within the framework of electronic state audit, desk control in accordance with the legislation of the Republic of Kazakhstan on state audit and financial control.

183. The authorized body no later than one working day from the date of receipt of the complaint shall send a notification to the customer about the suspension of the contract conclusion.

184. A complaint against actions (inaction), decisions of the customer, tender organizer, commissions to the authorized body shall contain the name, location of the legal entity, actions (inaction), whose decisions are being appealed, name, location of the person who filed the complaint, information about the tender, appealed actions (inaction), decisions of the customer, tender organizer, commissions. Documents confirming the arguments of the person filing the complaint shall be attached to the complaint.

The complaint shall be signed by the person filing it or his/her representative. The complaint filed by the representative shall be accompanied by a power of attorney or other document certifying the authority of the representative.

185. The complaint shall be returned to the person who filed it without consideration within two working days from the date of receipt if:

1) the complaint does not comply with the standards established by paragraph 184 of these Rules;



2) the complaint is not signed or signed by a person who does not have the authority to sign it.

186. The protocol on the results of the tender shall be the basis for concluding a contract for the supply of goods. The contract for the supply of goods (hereinafter - the contract) shall be concluded between the customer and the supplier.

187. Within three working days after the expiration of the period for appealing the protocol on the results of the tender, the customer shall send to the potential supplier a signed contract for the supply of goods, drawn up in accordance with the Standard contract for the Supply of goods according to Appendix 10 to the Standard tender documentation.

188. The contract shall be concluded in accordance with the approved individual financing plan for obligations for the corresponding financial year within the allocated funds and, in the absence of violations on the part of the supplier, shall be extended by direct conclusion of the contract twice for subsequent financial years.

Extension of the contract period shall be carried out in accordance with the goods purchase plan within 3 working days from the date of expiration of the contract.

If the number of pupils and students provided with food changes, amendments shall be made to the contract.

Amendments and (or) additions to the plan for purchasing goods in terms of price changes shall be made in accordance with the inflation rate for the current period and within the average price of goods on the state procurement portal.

When making amendments and (or) additions to the plan for the purchase of goods, amendments and (or) additions shall be made to the existing contract for the current financial year without conducting competitive procedures.

189. The supplier, within three working days from the date of receipt of the contract, shall sign and return the signed contract for the supply of goods to the tender organizer.

190. The supplier shall make security for the execution of the contract within ten working days from the date of the contract conclusion.

In this case, the customer, within two working days from the date of expiration of the deadline for making security for the execution of the contract, shall send to the supplier a notification of intention to terminate the contract. If the supplier does not make security for the execution of the contract within three working days from the date of receipt of the notification, the customer shall send a notification of the contract termination.

191. All disputes arising in the process of execution of contractual obligations shall be resolved in accordance with the civil legislation of the Republic of Kazakhstan.

192. In cases when the supplier selection procedures carried out within the framework of the preliminary annual purchase plan are completed before the approval of the corresponding budget, the contract shall be sent to the winner within five working days from the date of approval of the corresponding budget.



193. A potential supplier who has not signed the contract within the specified period shall be considered to have evaded concluding the contract.

194. If the potential supplier recognized as the winner and the potential supplier who took the second place did not submit the signed contract to the customer within the time limits established by the Rules and (or) did not make security for the execution of the contract, then the organizer of the tender in accordance with the Rules for forming a list of unscrupulous suppliers (potential suppliers) no later than thirty calendar days shall apply to the court for recognition of such a supplier as an unscrupulous supplier.

195. If a potential supplier identified as a winner is recognized as having evaded concluding a contract, the organizer shall withhold the application security he made for participation in the tender.

196. If the potential supplier, determined as the winner, did not submit the customer a signed contract, did not make security for the execution of the contract within ten working days from the date of receipt of the contract, the customer, after three working days from the date of receipt of the supplier's notification of termination of the contract, shall send a contract to the potential supplier who took second place. The contract shall be signed by the potential second-place supplier within three working days from the date the contract is presented to him.

If the potential supplier who takes second place does not sign the contract signed by the customer within the established period, the customer shall carry out a repeated tender.

197. A contract shall not be concluded when the financial bodies make a decision to cancel the decisions of the organizer and the tender commission made in violation of these Rules, or to cancel the tender before the conclusion of a contract, including during the period of the organizer appealing such a decision of the authorized body.

198. In case of cancellation by the authorized body of decisions of the organizer and the tender commission or a tender (lot), the organizer of the tender within 3 working days from the date of receipt of the decision of the authorized body shall publish it on the web portal. Within 3 working days from the date of publication of the decision of the authorized body, the organizer of the tender shall revise the results of the tender or post an announcement about the tender on the web portal.

199. The amount of security for the execution of the contract shall be established by the organizer of the tender in the amount of three percent of the total amount of the contract.

200. The supplier chooses one of the following types of contract security:

1) a guarantee cash deposit, which is deposited into the customer's bank account or into the account provided for by the budgetary legislation of the Republic of Kazakhstan;

2) a bank guarantee.

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



When extending the contract, the contract execution security shall be paid by the supplier for the corresponding financial year within ten working days from the date of the contract receipt.

201. Documents on the execution of the contract (act of acceptance and transfer of goods, invoice) shall be issued in electronic form.

The contract shall be considered fulfilled provided that the customer and the supplier fully fulfill their obligations under the specified contract.

The execution of the contract for the supply of goods shall be carried out in the following sequence:

1) delivery of goods to the destination point of goods with the provision of the original invoice;

2) execution by the supplier of an acceptance certificate of goods through a web portal with an attachment of an electronic copy of the invoice, confirming the fact of the goods delivery;

3) acceptance of goods by the customer;

4) execution of an electronic invoice issued through the electronic invoice information system, in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system, approved by the order of the First Deputy Prime-Minister of the Republic of Kazakhstan - Minister of Finance of the Republic of Kazakhstan dated April 22, 2019 № 370 (Registered in the Register of state registration of regulatory legal acts under № 18583) (hereinafter - the Rules for issuing an invoice in electronic form in the electronic invoice information system);

5) payment for the delivered goods by the customer.

202. The supplier shall send through the web portal to the customer a certificate of acceptance and transfer of goods approved by an electronic digital signature in the form according to Appendix 9 to these Rules with filling out information about the goods.

203. The customer, no later than three working days from the date of receipt on the web portal of the notification that the supplier has issued an acceptance certificate for the goods, shall fill out the information on the contract in the act and shall sign it with an electronic digital signature or refuse to accept the goods indicating reasoned justifications.

Appendix 1  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left  
without parental care, organizations



of technical and vocational,  
post-secondary education

Form

I hereby approve:

(indicate full name of the  
customer and surname, name,  
patronymic (if any)  
of his/her official

**Plan for the purchase of services and (or) goods for \_\_\_\_\_ year**

Customer's name (in Kazakh) \_\_\_\_\_

Customer's name (in Russian) \_\_\_\_\_

**General information**

BIN of the customer	For state institutions		Customer's name	Financial year
	Code of SI	Type of budget		
1	2	3	4	5

**Plan for the purchase of services and (or) goods**

№	Type of plan item	Budget program administrator	Program*	Subprogram*	Specifics*	Source of financing	Type of purchase item
1	2	3	4	5	6	7	8

Code of goods, services	Name of purchased goods, services	Brief characteristics (description) of goods, services	Method of procurement	Unit of measurement	Total quantity, volume	Price per unit, tenge	Amount approved for purchase, tenge
9	10	11	12	13	14	15	16

Planned date of procurement announcement (month)	Period of goods delivery, provision of services (in Kazakh)	Period of goods delivery, provision of services (in Russian)	CATO	Place of goods delivery, provision of services (in Kazakh)	Place of goods delivery, provision of services (in Russian)	Amount of advance payment, %	Supplier's characteristic
17	18	19	20	21	22	23	24

**General information:**

1) Field "Customer's BIN" – business identification number (twelve-digit code) of the organization specified in the certificate of state registration (re-registration) of a legal entity;

2) field "Code of SI" – indicates the code of the state institution (seven-digit code) assigned by the central authorized body for budget execution;



3) field “Type of budget” – indicates the value indicating the type of budget from which the state institution is maintained (republican budget; regional budget, budget of a city of republican significance, the capital; district budget, cities of regional significance);

4) field “Customer’s name” – indicates the full name of the organization;

5) field “Financial year” – indicates the financial year for which the plan for the purchase of services and (or) goods for \_\_\_\_\_ year is being drawn up.

Plan for purchasing services and (or) goods:

1) Field “No” – identification code of public procurement, determined by the web portal;

2) field “Plan item type” – indicates one of the following values for plan item types:

Purchases not exceeding a financial year;

Purchases exceeding the financial year;

Purchases against conditional savings;

3) field “Administrator’s code” – indicates the code of the Budget Program Administrator assigned by the central authorized body for budget planning;

4) field “Program” - indicates the code of the budget program of functional classification of expenses, within the framework of which the purchase of services and (or) goods will be carried out;

5) field “Subprogram” - indicates the code of the budget subprogram of functional classification of expenses, within the framework of which the purchase of services and (or) goods will be carried out;

6) field “Specifics” - indicates the code of the specifics of economic classification of expenses within the framework of which the purchase of services and (or) goods will be carried out;

7) field “Source of financing” – you must indicate the source of financing for the purchase of services and (or) goods from the drop-down list:

at the expense of money from the sale by government institutions of goods (works, services) remaining at their disposal;

at the expense of sponsorship and charity funds;

through transfers to local government bodies;

8) field "Type of purchase item" indicates the type of purchase item for services and (or) goods (product, service);

9) field "Code of a product, service" – indicates the code of a product, service in accordance with the directory of goods, services;

10) field “Name of purchased goods, services” – indicate the name of purchased goods, services in accordance with the entered value in the field “ Code of a product, service”;

11) field “Brief characteristics (description) of goods, services” – indicates a brief characteristics (description) of the purchased goods and services in accordance with the value entered in the field “Code of a product, service”;

12) field “Method of procurement” - indicates the procurement method;



13) field “Unit of measurement” – indicates the unit of measurement of the subject of purchase in accordance with the entered value in the field “Code of a product, service”;

14) field “Total quantity, volume” – indicates the total quantity or volume of goods and services purchased;

15) field “Price per unit, tenge” – indicates the price per unit of the item of purchase in tenge;

16) field “Total amount (approved for the purchase), tenge” – is calculated by multiplying the value of the field “Total quantity, volume” by the value of the field “Price per unit, tenge” and indicates the amount for which the purchase is planned to be made;

17) field “Planned date of procurement announcement (month)” – indicates the month in which the purchase of services and (or) goods is planned;

18) field “Date for delivery of goods, provision of services (in Kazakh language)” – indicates the period for delivery of goods, provision of services in the Kazakh language;

19) field “Date for delivery of goods, provision of services (in Russian)” – indicates the period for delivery of goods, provision of services in Russian;

20) field “CATO” – indicates the code of a settlement in accordance with the reference book “Classifier of administrative-territorial objects” in a numerical value;

21) field “Place of delivery of goods, provision of services (in Kazakh language)” – indicates the place of delivery of goods, provision of services in the Kazakh language;

22) field “Place of delivery of goods, provision of services (in Russian)” – indicates the place of delivery of goods, provision of services in Russian;

23) field “Amount of advance payment, %” – indicates the amount of the planned advance payment;

24) field “Supplier’s characteristic” – indicates the characteristic of procurement from certain categories of potential suppliers.

Appendix 2  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

I hereby approve

---

(Full name of the organizer



Full name of the tender  
documentation approver)  
Decision №\_\_ Date\_\_

### **Standard tender documentation for the selection of a supplier**

---

indicate the name of the tender, lot with the name of educational organization)  
Customer (not indicated for organizers acting as one person with the customer)

---

(indicate name, location, BIN, bank details)

Organizer of the tender\_\_\_\_\_

(indicate the full name, location of the customer, BIN, bank details,  
contact numbers, e-mail and postal address)

Secretary of the tender commission \_\_\_\_\_

(indicate full name (if any), position, phone number, e-mail)

#### **1. General Provisions**

1. The tender shall be held to select a supplier \_\_\_\_\_

(indicate the name of services or goods).

2. The amount allocated for this tender (lot) for the purchase of services or goods \_\_\_\_\_  
\_\_\_\_\_ tenge (if divided into lots, the amount is indicated for each lot  
separately), including VAT (indicate the VAT amount in figures and words)/excluding VAT.

3. This tender documentation shall include:

1) a list of categories of recipients of services in the form according to Appendix 1, when  
choosing a supplier of goods, a list of purchased goods in the form according to Appendix 2  
to this Standard tender documentation;

2) technical specifications for the tender documentation for the selection of a service  
provider (with attachment of a prospective menu approved by the educational body and  
complying with the standards established by the legislation of the Republic of Kazakhstan) or  
goods for catering service of students in organizations of secondary education, out-of-school  
organizations of additional education, as well as goods related to providing food for children  
raised and studying in state preschool organizations, educational organizations for orphans  
and children left without parental care, organizations of technical and vocational,  
post-secondary education in accordance with Appendix 3 to this Standard tender  
documentation;

3) an application for participation in the tender for individuals and legal entities using the  
forms in accordance with Appendices 4, 5 to this Standard tender documentation;



4) information about the qualifications of a potential supplier in the form according to Appendix 6 to this Standard tender documentation;

5) criteria for selecting a supplier of services or goods in accordance with Appendices 7, 8 to this Standard tender documentation;

6) Standard contract for the provision of services in accordance with Appendix 9 and Standard contract for the supply of goods in accordance with Appendix 10 to the Standard tender documentation.

4. A potential supplier who has expressed a desire to participate in the competition, shall submit with the application for participation in the tender a security for the application for participation in the tender in the amount of one percent of the amount allocated for the purchase of services or goods, in one of the following forms:

- 1) money in the electronic wallet of the potential supplier;
- 2) electronic bank guarantee.

The potential supplier shall post a package of documents on the web portal in accordance with these Rules before the deadline for submitting applications.

Appendix 1  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

Form

### List of categories of service recipients

Tender for \_\_\_\_\_  
(indicate the full name of the tender organizer)

Lot №	
Total amount per lot in tenge (indicate the amount) excluding VAT	
Terms of service provision	
Place of service provision	
Total pupils and students	



including the number of pupils and students feeding at the expense of funds from the state budget	
Из них: Of them:	
The number of children provided with food at the expense of funds from the state budget in accordance with the resolution of the Government of the Republic of Kazakhstan dated January 25, 2008 № 64 “On approval of the Rules for the formation, direction of expenditure and accounting of funds allocated for the provision of financial and material assistance to students and pupils of state educational institutions from families who have the right to receive state targeted social assistance, as well as from families that do not receive state targeted social assistance, in which the average per capita income is below the subsistence level , and orphans, children without parental care, living in families, children from families requiring emergency assistance as a result of emergency situations, and other categories of students and pupils" (hereinafter - RG RK № 64 dated January 25, 2008)	
others (indicate the category and number of children)	
Cost of food for 1 child per day (in tenge)	
the cost of food for children provided with food from the state budget in accordance with RG RK № 64 dated January 25, 2008	
cost of food for other categories (indicate category and cost)	
School camp	
Number of children in school camp	
including the number of pupils and students feeding at the expense of funds from the state budget	
Of them:	
the number of children provided with food from the state budget according to RG RK № 64 dated January 25, 2008	
others (indicate the category and number of children)	
Cost of food for 1 child per day (in tenge)	
the cost of food for children provided with food from the state budget in accordance with RG RK № 64 dated January 25, 2008	
cost of food for other categories (indicate category and cost)	

Note:

Date

Appendix 2  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students



in organizations of secondary education, out-of-school organizations of additional education, as well as a supplier of goods related to providing food to children raised and studying in preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education

Form

## List of purchased goods

Tender for \_\_\_\_\_  
(indicate full name)

Lot №	Customer's name	Product name	Unit of measurement	Quantity, volume
1	2	3	4	5

### Table continuation

Delivery conditions	Term of goods delivery	Place of goods delivery	Amount of advance payment, % tenge	Amount allocated for the purchase (per lot №),	Including budget funds
6	7	8	9	10	11

Note:

– according to paragraph 3, name of the product:

In the case when the characteristics of goods are described in the technical specifications, this column indicates the short name of the product and a link to a specific section of the technical specifications for each item.

\* Full description and characteristics of goods are indicated in the technical specifications

Date

Appendix 3  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary education, out-of-school organizations of additional education, as well as a supplier of goods related to providing food to children raised and studying in preschool organizations, educational organizations for orphans and children left without parental care, organizations



## Technical specifications for the tender documentation for the selection of a supplier

Purchase number:	
Name of the tender:	
Lot №	
Lot name	
Total amount per lot in tenge (indicate amount) excluding VAT	
Catering service. This technical specification describes the qualitative and quantitative characteristics that the catering service for pupils and students must comply with in _____ ____ (indicate the name of the educational organization)	
Total pupils and students	
including the number of pupils and students feeding at the expense of funds from the state budget	
Of them:	
The number of children provided with school meals at the expense of funds from the state budget in accordance with RG RK № 64 dated January 25, 2008	
others (indicate the category and number of children)	
Cost of food for 1 child per day (in tenge)	
the cost of food for children provided with school meals at the expense of funds from the state budget in accordance with RG RK № 64 dated January 25, 2008	
cost of food for other categories (indicate the category and cost)	
School camp	
Number of children in school camp	
including the number of pupils and students feeding at the expense of funds from the state budget	
Of them:	
the number of children provided with school meals at the expense of funds from the state budget in accordance with RG RK № 64 dated January 25, 2008	
(indicate the category and number of children)	
Cost of food for 1 child per day (in tenge)	
the cost of food for children provided with school meals at the expense of funds from the state budget in accordance with RG RK № 64 dated January 25, 2008	
cost of food for other categories (indicate category and cost)	



The main goals and objectives when organizing catering of children in \_\_\_\_\_ (indicate the name of the educational organization) shall be to provide students with a balanced diet that meets their age-related physiological needs for nutrients and energy.

Catering of students shall be provided in \_\_\_\_\_ (indicate the place where catering of students will be organized, in the canteen and (or) in the buffet).

The service provider shall manage the work of the catering unit and its staff, and also ensure compliance with food preparation technology, food storage, portion yield standards, distribution of products and dishes to students and quality control of delivered products, compliance with the rules for their storage and sale.

The service provider shall ensure compliance with regulatory legal acts in the field of sanitary and epidemiological welfare of the population in the catering department, in production and warehouse premises.

In urban schools, the service provider, within one month from the date of entry into force of the Contract, shall install a video surveillance system in the catering unit of the canteen where food is prepared and provide the Customer with access to video streams of the cooking process in real-time with a video source (video cameras) distributed by the video surveillance system installed on site. Materials recorded by the video surveillance system shall be stored in the educational organization for the next 10 working days. Upon expiration of the contract, this equipment remains the property of the supplier.

The service provider shall ensure the acceptance of payments in the canteen in accordance with the Civil Code of the Republic of Kazakhstan and regulatory legal acts in the field of tax legislation.

The sale of dishes, buffet products, drinks, bottled water shall be carried out in accordance with the requirements of the technical specifications for the tender documentation.

When organizing catering, students who received free meals shall be recorded using a hardware and software complex with a recording and reporting function in accordance with the minimum requirements for informatization objects in the field of education, approved by Order of the Minister of Education of the Republic of Kazakhstan dated November 14, 2022 № 456 (registered in the Register state registration of regulatory legal acts № 30534).

The supplier provides conditions for maintaining a log of organoleptic assessment of the quality of dishes and culinary products (bragging) by an educational organization in accordance with the requirements of regulatory legal acts in the field of sanitary and epidemiological welfare of the population.

The supplier provides information related to the organization of meals for students daily and at the request of the Customer for posting on the Internet resource of the educational organization (menu with photos of dishes, name, price).

The supplier provides access to the catering unit for members of nutrition quality monitoring commissions and interdepartmental expert groups for food quality control



The consumer properties of dishes, food products and culinary products, their organoleptic properties, technologies and manufacturing conditions must comply with the technical regulations of the Eurasian Economic Union regarding food safety for children.

When delivering meals from the basic school catering organization, to the canteen and (or )

buffet \_\_\_\_\_

(indicate the name of an educational organization)

Specialized containers (thermal containers) shall be used to ensure that the appropriate temperature is maintained.

Hot meals during the educational process shall be provided to students: for the first shift at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (indicate time and (or) breaks), for the second shift at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (indicate time and (or) breaks) . During the summer school camp, it is provided at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (indicate the time and name of the meal).

The meal schedule for students and pupils shall be established in accordance with the established diet approved by the head of the educational organization \_\_\_\_\_ (indicate the surname, name, patronymic (if any) of the head).

Conditions are being created for the sale of buffet products that comply with regulatory legal acts in the field of sanitary and epidemiological welfare of the population. Changes in price when selling buffet products, including juices, drinks, bottled water, shall be carried out in accordance with the inflation rate for the current period and within the average price for services (food per 1 student) and (or) goods on the government procurement portal.

Sales of finished culinary products and food products shall carried out at \_\_\_\_\_ hours ( indicate the opening hours of the canteen and (or) buffet).

The service provider shall monthly provide \_\_\_\_\_ (surname, name, patronymic (if any) to the head of the secondary education organization) information:

- on the list of food products used for students with the attachment of documents certifying their quality and safety;

- on the conformity of the quantitative and qualitative composition of catering workers indicated by them during the tender period.

The Supplier must necessarily approve the assortment list of products by the Customer in accordance with the requirements of regulatory legal acts in the field of sanitary and epidemiological welfare of the population.

The actual diet should correspond to the prospective menu.

For certain categories of students (indicate categories of students), gentle (dietary) meals shall be organized.

Educational organizations shall create the necessary conditions for students to eat food they bring with them.



The service provider shall ensure the availability of a unified file cabinet (technological maps) for preparing dishes in catering units to ensure compliance with the cooking technology and compliance with the calorie content of the finished dishes.

Food preparation shall be carried out using a card index of dishes, which reflects the layout of products, the yield of dishes, information about the technology of preparing dishes, complete information about the composition of each dish and its nutritional value (content of proteins, fats, carbohydrates, vitamins) and energy value (calorie content) of each dish (culinary product) and each meal in total.

The organization of work to ensure the technological process of preparing dishes and culinary products in the catering unit of the canteen shall be ensured by the production manager.

The catering unit shall constantly contain the necessary documentation in accordance with the requirements of regulatory legal acts in the field of sanitary and epidemiological well-fare of the population (list magazines: reject magazine of perishable food products and semi-finished products, magazine “C-vitaminization”, magazine of organoleptic assessment of the quality of dishes and culinary products, magazine of results of catering workers inspection, statements of control over the implementation of food standards for the month, menus, technological maps for prepared dishes, receipt documents for food products, documents confirming the quality of incoming food products (indicate: invoices, certificates of conformity, quality certificates, veterinary and sanitary documents of examination, book of reviews and suggestions).

Before starting the service, the supplier shall have medical records for each catering worker with permission to work.

Before starting the service, the supplier shall approve the production control plan and provide a copy of the plan with the relevant supporting documents to the customer (organizer)

The supplier shall ensure the serviceability and timely state inspection (for measuring instruments) of existing technological, refrigeration and sanitary equipment, and also organize the delivery of food products in accordance with the requirements of regulatory legal acts in the field of sanitary and epidemiological welfare of the population.

In the absence of the necessary technological, refrigeration and sanitary equipment and inventory in the organization of education, the supplier shall ensure their availability in the process of providing the service.

Goods supply. The technical specifications shall provide a complete description and the required functional, technical, quality characteristics of the purchased goods, which the supplied goods must comply with, the warranty period, and the place of origin.

In the technical specifications for goods, the description of the functional, technical, and quality characteristics must be divided into appropriate sections containing the limits of



functionality, parameters of technical characteristics, and the purpose of the product for determining the best characteristics.

Purchased food products must comply with the requirements established by the legislation of the Republic of Kazakhstan on food safety.

Each characteristic and additional condition for the contractor shall be indicated on a separate line.

Date

Appendix 4  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

Form

**Application for participation in the tender (for a legal entity)**

To \_\_\_\_\_  
(name of the tender organizer)

From \_\_\_\_\_  
(full name of potential supplier)

**1. Information about the potential supplier applying for participation in the tender**

Legal, postal addresses and contact numbers of the potential supplier	
Bank details of the legal entity (BIN, BIK), as well as the full name and address of the bank or its branch in which the legal entity is serviced	
Surname, name, patronymic (if any) of the first head of the legal entity	

2. \_\_\_\_\_  
(full name of the legal entity)

by this application hereby expresses a desire to take part in the tender

\_\_\_\_\_  
(full name of the tender, lot (if any))  
as a potential supplier and agrees to provide the service or



supply of goods \_\_\_\_\_

\_\_\_\_\_  
(specify as necessary)

in accordance with the requirements and conditions provided for in the tender documentation.

3. \_\_\_\_\_

(full name of the legal entity)

This application confirms the absence of violations provided for by the legislation.

4. \_\_\_\_\_

(full name of the legal entity)

hereby confirms that he is familiar with the tender documentation and is aware of the responsibility for providing the organizer of the tender and the tender commission with false information about his legal capacity, qualifications, quality and other characteristics of the services provided or goods purchased

\_\_\_\_\_,

(specify as necessary)

as well as other restrictions provided for by the current legislation of the Republic of Kazakhstan. \_\_\_\_\_

\_\_\_\_\_  
(full name of the legal entity)

assumes 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 shall be valid for 60 calendar days from the date of opening of applications for participation in the tender.

6. In case of recognition \_\_\_\_\_

(name of the legal entity)

as the winner of the tender shall undertake to provide security for the execution of the contract in the amount

of at least three percent of the total amount of the contract.

7. The application for participation in the tender serves as a binding contract between the tender organizer and potential supplier.

Date



as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

Form

**Application for participation in the tender (for an individual)**

To \_\_\_\_\_  
(name of the tender organizer)

From \_\_\_\_\_  
(surname, name, patronymic (if any) of the potential supplier)

1. Information about the individual applying for participation in the tender (potential supplier):

Surname, name, patronymic (if any) of the individual - potential supplier, in accordance with the identity document	
Registration address of an individual - potential supplier Address of location of an individual entrepreneur	
Bank details of an individual - potential supplier (IIN, BIN, BIC, IIC), as well as the full name and address of the bank or its branch where the individual is served	
Contact numbers, postal address and e-mail address (if any) of an individual - potential supplier	

2. \_\_\_\_\_  
(surname, name, patronymic (if any) of the individual is indicated)

by this application hereby expresses a desire to take part in the tender (indicate full name of the tender, lot (if any) as a potential supplier and expresses a content to provide services or supply goods

\_\_\_\_\_  
(specify as necessary)

in accordance with the requirements and conditions provided for in the tender documentation.

3. \_\_\_\_\_  
(name of the potential supplier)

by this application confirms the absence of violations of the restrictions provided for by the legislation.

4. \_\_\_\_\_



(name of the potential supplier)  
hereby confirms that he is familiar with the tender documentation and is aware of  
the responsibility for providing the organizer of the tender with false information about  
his legal capacity, qualifications, quality, and other characteristics of the services provided or  
goods purchased (specify as necessary),  
as well as other restrictions provided for by the current legislation of the Republic of  
Kazakhstan. \_\_\_\_\_

(name of the potential supplier)  
assumes 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 shall be valid for 60 calendar days from the date of opening of  
applications for participation in the tender.

6. In case of recognition \_\_\_\_\_  
(name of potential supplier)  
as the winner of the tender shall undertake to provide security for the execution of the  
contract in the amount  
of at least three percent of the total amount of the contract.

7. The application for participation in the tender serves as a binding contract between the  
tender organizer and potential supplier.

Date

Appendix 6  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

**Information about the qualifications of the potential supplier**  
**(to be completed by the potential supplier when purchasing services)**

1. Name of the potential supplier \_\_\_\_\_
2. To provide catering services for students in organizations of secondary education



the potential supplier \_\_\_\_\_

(indicate the name, surname, name, patronymic (if any) of the potential supplier) shall have the necessary staff.

The total number is \_\_\_\_\_ employees, including \_\_\_\_\_ cook(s), \_\_\_\_\_ production manager, \_\_\_\_\_ nutritionist or dietary sister \_\_\_\_\_ other employees with of copies of supporting documents attached:

Surname, name, patronymic (if any) of the employee	IIN	Education with qualification as a cook (in the field of catering) (secondary specialized, technical and vocational, higher education) and specialty (diploma, certificate №), rank (certificate №, certificate )	Short-term courses, qualifications (certificate № and (or) certificate №)	Position (date, № (if any) of a supporting document on labor relations in accordance with the Labor Code of the Republic of Kazakhstan indicating the position)
1		2	3	4

3. The volume of services in the service market provided over the previous 7 years in the corresponding region where the tender is being held

(indicate the name of the potential supplier)  
with copies of supporting documents attached

Names of services provided	Names of customers	Place, year of services provision
----------------------------	--------------------	-----------------------------------

4. The potential supplier indicates additional information about the available resources to provide the service.

I hereby confirm the accuracy of all information about qualifications.

Date

Information about the potential supplier

(to be filled in by the potential supplier when purchasing goods)

1. Name of the potential supplier \_\_\_\_\_

2. The volume of goods similar to those purchased at the tender, supplied (produced) by a potential supplier in the relevant region where the competition is being held, for the previous 7 years, in tenge \_\_\_\_\_ with copies of supporting documents attached

Name of the goods	Name of the customers and their phone numbers	The place and date of goods delivery	The cost of the contract, tenge (indicated at the discretion of the potential supplier)
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I hereby confirm the accuracy of all information.

Date



to the Standard tender documentation for the selection of a supplier of services or goods for catering service of students in organizations of secondary education, out-of-school organizations of additional education, as well as a supplier of goods related to providing food to children raised and studying in preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education

### Criteria for selecting a service provider

Footnote. Appendix 7 as amended by order of the Minister of Education of the Republic of Kazakhstan dated 19.02.2024 № 39 (shall be brought into force ten calendar days after the day of its first official publication).

№	Criteria	Points		
1.	Experience in the service market for the previous 7 years in the relevant region (no more than 5 points)	The potential supplier has no experience in the service market in the specified territory - 0 points	The potential supplier has experience in catering service of students and pupils of state secondary education organizations in the specified territory - 1 point for every 8 months	The potential supplier has experience in organizing catering at other public catering facilities in the specified territory - 1 point for every 12 months
2.	The presence of a cook who has a specialized secondary education (when receiving a document on education before July 27, 2007) or technical and professional, higher education with the qualification of a cook (in the field of public catering) (up to 1300 students in the educational organization - not more than 6 points - from 1301 and more students in the	Secondary specialized education (if education document is obtained before July 27, 2007) or technical and vocational education grade 3 (1 point)	Secondary vocational education (if education document is obtained before July 27, 2007) or technical and vocational education grade 4 (2 points)	Secondary special education (if education document is obtained before July 27, 2007) or technical and professional education grade 5 and



	educational organization - no more than 10 points)			more and (or) higher education (3 points)
3.	Chef experience of at least 1 year (no more than 4 points)	No (0 points)		Yes (1 point per cook )
4.	Availability of a nutritionist or dietary nurse with a medical education and qualifications in the field of dietetics and (or) medical education with advanced training (retraining) in the field of dietetics (no more than 1 point)	No (0 points)		Yes (1 point)
5.	Availability of a technologist or technician - technologist with a higher, secondary - technical education in the field of public catering (no more than 2 points)	No (0 points)		Yes (2 points)

Note:

– under paragraph 1, work experience for the previous 7 years preceding the current year in the relevant region where the competition is being held:

in catering service of students and pupils in state institutions of secondary education is confirmed by copies of previously concluded contracts, acts of services rendered and invoices for each month of execution of these contracts, copies of property rental agreements (lease) of canteens of state legal entities.

When providing services during the summer holiday months (from June to August), which are specified in the contract (additional agreement), certificates of services rendered and invoices for these months shall be additionally submitted;

for catering at other catering facilities in the relevant region where the competition is being held:

when providing services – with copies of previously concluded contracts, certificates of services rendered and invoices for each month of execution of these contracts, copies of the sanitary and epidemiological report on the compliance of the facility with regulatory legal acts in the field of sanitary and epidemiological welfare of the population;

when organizing catering at other catering facilities - copies of confirming title documents for the catering facility (own (attach documents confirming ownership), rent, free use, trust management, etc. (additionally attach documents confirming ownership of the lessor, etc.) d.)



with the attachment of a sanitary and epidemiological conclusion on the compliance of the facility with regulatory legal acts in the field of sanitary and epidemiological welfare of the population, issued in the name of the potential supplier.

At the same time, when a service is provided simultaneously during one period in several organizations of secondary education and (or) in the field of public catering, the data shall not be summarized. When providing supporting documents on the provision of services, simultaneously during one period in a secondary education organization and in the field of public catering, work experience in a secondary education organization shall be taken into account. It is not allowed to sum up work experience in secondary education organizations and in the field of public catering.

– according to points 2, 4, 5, the corresponding points shall be assigned when submitting copies of supporting documents on the labor activity of workers with a potential supplier at the time of filing an application in accordance with the Labor Code of the Republic of Kazakhstan, professional education in accordance with the Law of the Republic of Kazakhstan “On Education”, category, as well as a document certifying personality of the specialist. Documents shall be submitted in the form of electronic copies of originals (duplicates) of documents.

If you have a medical education, advanced training or retraining in the field of dietetics is confirmed by an electronic copy of the document established by the authorized body;

If there is an education with the award of a cook's qualification, the advanced training (category) of a cook shall be confirmed by an electronic copy of the document sample established by the authorized body.

If there is a medical education, advanced training or retraining in the field of dietetics shall be confirmed by an electronic copy of the document sample established by the authorized body;

according to paragraph 3, if there is length of service, the document confirming the employee's length of service is an electronic copy of an extract from the unified accumulative pension fund on the transferred mandatory pension contributions or information from the State Social Insurance Fund on social contributions made and one of the documents provided for in subparagraphs 1), 2), 3), 4), 5) and 8) of Article 35 of the Labor Code of the Republic of Kazakhstan. In this case, the employee's length of service is taken into account for the last five years.

When one employee combines several positions, points shall be assigned only according to one of the criteria.

When providing information about the availability of chefs presented by a potential supplier in previously held tenders, in which the potential supplier was declared the winner and (or) according to the contract, provides a service during the current tender and (or) carrying out activities in another organization, the tender commission shall not assign points. The information about the chefs shall be checked by the tender organizer on the web portal.



Each characteristics and additional conditions for the contractor shall be indicated on a separate line.

Appendix 8  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

Form

### Criteria for selecting a supplier of goods

№	Criteria	Points	
1.	The potential supplier has experience in the market of goods that are the subject of the tender in the relevant region for the previous 7 years	No (0 points)	1 point for every 12 months, but not more than 5 points
2.	Availability of a document confirming the status of a domestic manufacturer of the product that is the subject of the tender (lot)	No (0 points)	Yes (3 points)
3.	Conditions for the delivery of food products by specialized vehicles (no more than 3 points)	Availability of the transport based on a rental agreement, free use, leasing, etc. (2 points)	Availability of own transport (3 points)

Note:

– under paragraph 1, availability of work experience for the previous 7 years preceding the current year shall be confirmed by copies of previously concluded contracts indicating the period for delivery of goods, acts of acceptance and transfer of goods for each month of execution of these contracts in the corresponding region where the tender is being held.

Moreover, when delivering goods simultaneously during one period to several organizations (several customers), the data shall not be summarized;

– under paragraph 2, with the participation of a potential supplier in a combined lot, points shall be awarded upon submission of a document on certification of a product (goods)



by a potential supplier - a domestic manufacturer for at least 20% (twenty percent) of the goods of this tender (lot);

– according to paragraph 3, appropriate points shall be assigned when submitting documents (indicating the technical characteristics of vehicles, information on the technical passport for a vehicle (№, date of issue, model of the vehicle, state registration number of the vehicle, owner) for the availability of a specialized vehicle complying with requirements of the Sanitary rules “Sanitary and epidemiological requirements for vehicles for transporting passengers and cargos”, approved by order of the Minister of Healthcare of the Republic of Kazakhstan dated January 11, 2021, № KR DSM-5 (registered in the Register of state registration of regulatory legal acts under № 22066), subject to notification on the start of activity (operation) of the object of minor epidemic significance.

Each characteristic and additional condition for the contractor shall be indicated on a separate line.

Appendix 9  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying  
in preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations  
of technical and vocational,  
post-secondary education

#### **A standard contract on the service provision**

\_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_.  
(location)

\_\_\_\_\_, referred to as (indicate the full name of the tender organizer) hereinafter the Customer, represented by \_\_\_\_\_ (position, surname, name, patronymic (if any) of the head) on the one hand and \_\_\_\_\_, (full name of the supplier tender winner), hereinafter referred to as the Supplier, represented by \_\_\_\_\_, (position, surname, name, patronymic (if any) of the head) acting on the basis of \_\_\_\_\_ (copy of the Charter and others) on the other hand, on the basis of the protocol on the results of the tender for the selection of a service provider, held on " \_\_\_\_ " \_\_\_\_ 20\_\_\_\_, we hereby entered into this Contract for the provision of services (hereinafter - the Contract) and came to an agreement on the following:



## **1. The Subject of the Contract**

1.1. The Supplier shall undertake to provide the Service(s) in accordance with the conditions, requirements, and at the prices specified in the technical specifications, which are an integral part thereof, and the Customer shall undertake to accept the Service(s) provided and pay for it under the terms of this Contract, subject to proper execution of its obligations by the Supplier under the Contract:

according to the specifics of the "Specificity code" - "A brief description of the subject of the contract according to the specifics of the №";

according to the specifics, the "Specificity code" - "A brief description of the subject of the contract according to the specifics of the №"

1.2. The documents listed below and the conditions specified in them shall form this Contract and shall be considered an integral part of it, namely:

- 1) this Contract;
- 2) technical specifications;
- 3) ensuring the execution of the Contract.

1.3. In this Agreement, the following concepts have the following interpretation:

1) "Force Majeure (Force Majeure)" – extraordinary and unpreventable events (natural phenomena, military actions and others). Such circumstances do not include, in particular, the absence on the market of goods needed for execution;

2) "Service" – the provision of high-quality and safe food to students in secondary education organizations, including the process of production and sale of culinary products and goods;

3) "Customer" – a body or organization of secondary education;

4) "Supplier" - an individual or legal entity engaged in business activities (except for state institutions, unless otherwise established by the laws of the Republic of Kazakhstan), acting as the Customer's counterparty in the contract concluded with it;

5) "Contract" - a civil legal act concluded between the Customer and the Supplier, recorded in writing in accordance with the civil legislation of the Republic of Kazakhstan, signed by the parties with all appendices and additions to it, as well as with all documentation for which the contract contains links;

6) "Contract Price" – the amount paid by the Customer to the Supplier under the Contract for the full fulfillment of its contractual obligations.

The parties shall not be responsible for complete or partial failure to fulfill their obligations under this contract if it was the result of force majeure.

## **2. Contract amount and payment terms**

2.1. The total amount of the Contract is \_\_\_\_\_ ("amount in words") tenge and includes all expenses associated with the provision of services, as well as all taxes and fees provided



for by the legislation of the Republic of Kazakhstan, “including VAT “VAT amount” tenge”/ “excluding VAT ”(hereinafter - the amount of the Contract).

2.2. The Contract shall be subject to registration with the territorial treasury authority for the year " \_\_\_\_ "

on the budget program “Code and name of the program”, subprogram “Code and name of the subprogram”, specifics “code and name of the specifics” - “amount according to the specifics” (“amount according to the specifics in words”) tenge, “including VAT” “amount of VAT " tenge/“excluding VAT”.

2.3. Payment for the Services provided shall be made by the Customer by transferring funds to the Supplier's bank account "payment terms" no later than 30 (thirty) calendar days from the date of signing by the Parties of the certificate of services provided.

The form of the certificate of the Services provision shall be previously agreed upon by the Supplier with the Customer.

2.4. The volume of services provided in quantitative and cost terms shall be specified in the technical specifications.

### **3. Obligations of the Parties**

3.1. The Supplier shall undertake:

- 1) to ensure full and proper fulfillment of the obligations assumed under the Contract;
- 2) when fulfilling its obligations under the Contract, to ensure that the services provided comply with the requirements specified in the tender documentation and technical specifications;
- 3) not to disclose, without the prior written consent of the Customer, the contents of technical documentation provided by the Customer or on his behalf by other persons, with the exception of those personnel engaged by the Supplier to fulfill the terms of the Contract. This information must be provided to these personnel confidentially and to the extent necessary to fulfill obligations;
- 4) without the prior written consent of the Customer, not to use any of the above documents and information, except for the purpose of implementing the Contract;
- 5) upon the Customer's first request, to provide information on the progress of fulfillment of obligations under the Contract;
- 6) to compensate the Customer in full for losses caused by the Supplier's improper fulfillment of the terms of the Contract and/or other unlawful actions.
- 7) to draw up and send to the Customer a certificate of services rendered;
- 8) after the approval by the Customer of the act of services rendered, to issue an invoice in electronic form using the electronic invoice information system in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system.

3.2. The Supplier shall have the right to demand payment from the Customer for the Services provided under the Contract;



3.3. The customer shall undertake:

- 1) to ensure access for the Supplier's specialists to provide services;
  - 2) if any discrepancies are identified in the Services provided, to notify immediately the Supplier in writing;
  - 3) upon acceptance of the Services, to sign the Act of services rendered or refuse in acceptance, indicating reasoned justifications for its non-acceptance;
  - 4) after approval of the act of services rendered, to accept the invoice issued by the Supplier in electronic form through the electronic invoice information system in accordance with the Rules for issuing invoices in electronic form in the electronic invoice information system;
  - 5) to make payment in the manner and within the terms established by this Contract.
- 3.4. The Customer shall have the right to check the quality of the Services provided.

#### **4. Checking the Services for compliance with the technical specifications, tender application**

4.1. The customer or his representatives may monitor and check the services provided for compliance with the requirements specified in the tender documentation. The Customer must promptly notify the Supplier in writing of his representatives designated for these purposes.

4.2. The services provided under this Contract must meet or exceed the standards specified in the technical specifications and tender application.

4.3. If the results of services provided during the check are found not to comply with the requirements of the tender documentation, the Supplier shall take measures to eliminate non-compliance with the requirements of the tender documentation, without any additional costs on the part of the Customer, during the "period of elimination of inconsistencies" from the moment of inspection.

4.4. None of the above paragraphs relieves the Supplier from other obligations under the Contract.

#### **5. Provision of Services**

5.1. The provision of services by the Supplier shall be carried out within the time limits specified in the Contract.

5.2. The service shall be considered provided subject to complete delivery by the Supplier of the service to the Customer in strict accordance with the requirements specified in the technical specifications.

#### **6. Warranty**

6.1. The Supplier guarantees uninterrupted, high-quality, and timely provision of services to the Customer.



6.2. The Customer shall promptly notify the Supplier in writing of any claims under this warranty, after which the Supplier shall take corrective actions at its own expense, including all costs associated therewith, within the period specified by the Customer in the notification.

## **7. Responsibility of the Parties**

7.1. In case of failure or improper fulfillment by the Parties of their obligations under this Contract, all disputes and disagreements shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.

7.2. With the exception of cases of sequestration and/or insufficient money on the cash control account of the relevant budgets, if the Customer does not pay the Supplier the funds due to it within the time limits specified in the Contract, then the Customer shall pay the Supplier a forfeit (penalty) for delayed payments in the amount of 0.1% (zero as much as one) of the amount due for each day of delay. In this case, the total amount of the forfeit (penalty) should not exceed 10% of the total amount of the Contract.

7.3. In case of delay in the provision of Services, the Customer shall withhold (collect) from the Supplier a forfeit (fine, penalty) in the amount of 0.1% of the total amount of the contract for each day of delay in the event of complete failure by the supplier to fulfill obligations, or withhold (collect) a forfeit (fine, penalty) ) in the amount of 0.1% of the amount of unfulfilled obligations for each day of delay in case of improper fulfillment (partial non-fulfillment) of obligations. In this case, the total amount of the forfeit (fine, penalty) should not exceed 10% of the total amount of the Contract

7.4. In the event of the Supplier's refusal to provide Services or delay in providing Services for a period of more than one month from the date of expiration of the provision of Services under the Contract, but no later than the expiration date of the Contract, the Customer shall have the right to terminate this Contract unilaterally with the collection of the amount of the forfeit (fine, penalty) from the Supplier in the amount of 0.1% of the total amount of the Contract for each day of delay.

7.5. Payment of a forfeit (fine, penalty) does not relieve the Parties from fulfilling their obligations under this Contract.

7.6. The Supplier shall not transfer its obligations under this Contract to anyone, either in whole or in part.

7.7. The Customer shall not return the security for the execution of the Contract in the event of its termination due to non-fulfillment or improper fulfillment by the Supplier of its obligations under this Contract.

7.8. The supplier shall not be allowed to carry out actions that lead to third parties having the right to claim in whole or in part for the security deposit made until the obligations under the contract are fully fulfilled.

7.9. In case of non-fulfillment or improper fulfillment of its obligations under the contracts concluded with the supplier for the purchase of services, the customer, in



accordance with the Rules for creating a list of unscrupulous suppliers, no later than thirty calendar days from the day when he became aware of the fact of violation by the supplier of obligations, shall file a claim in court on recognizing such a supplier as an unscrupulous provider of services related to the provision of food to children.

## **8. Validity period and conditions for termination of the Contract**

8.1. The Contract shall come 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/from the date of signing” and shall be valid until the year of “\_\_\_\_\_”.

8.2. The contract shall be concluded in accordance with the approved individual financing plan for obligations for the corresponding financial year within the allocated funds and, in the absence of violations on the part of the supplier, shall be extended twice for subsequent financial years within 3 working days from the date of expiration of the contract.

If the number of pupils and students provided with food from the budget changes, changes shall be made to the contract.

8.3. The Customer may at any time unilaterally refuse to fulfill the terms of the Contract by sending the Supplier appropriate written notification if the Supplier becomes bankrupt or insolvent. In this case, the refusal to fulfill the terms of the Contract shall be carried out immediately, and the Customer shall not bear any financial obligation in relation to the Supplier, provided that the refusal to fulfill the terms of the Contract does not damage or affect any rights to take actions or apply sanctions that have been or will subsequently be presented to the Customer.

8.4. When the Contract is canceled due to the above circumstances, the Supplier shall have the right to demand payment only for the actual costs associated with termination under the Contract on the date of termination.

8.5. Without prejudice to any other penalties for violation of the terms of the Contract, the Customer may terminate this Contract in whole or in part by sending written notification of non-fulfillment to the Supplier:

1) if the Supplier cannot provide services within the time limits provided for in the Contract, or during the period of extension of this Contract provided by the Customer;

2) if the Supplier cannot fulfill its obligations under the Contract, including if the quantitative and qualitative composition of catering workers specified during the tender period does not correspond;

3) if there is a fact of poisoning of children and adults in the school canteen due to the fault of the service provider, confirmed by the results of inspections carried out in accordance with the Entrepreneurial Code of the Republic of Kazakhstan.

8.6. The contract may be terminated at any stage in the event of:

1) identifying a violation of restrictions, with participation in the tender, provided for by the Rules;



2) the tender organizer provides assistance to the Supplier not provided for by the Rules;

3) the authorized body has established facts of violations during the conduct of tender procedures that influenced the results of the tender (instruction, notification, submission, decision), and within 10 working days the contract is concluded with the winner of the tender in accordance with the acts of the authorized state bodies, with the exception of contracts under which the obligations have been fulfilled properly.

8.7. The contract may be terminated by agreement of the parties if its further execution is inappropriate. The notice shall indicate the reason for termination of the Contract, specify the scope of the canceled contractual obligations, as well as the effective date of termination of the Contract.

8.8. The validity period of the Contract shall not be extended in case of detection of systematic violations of the requirements for catering, approved by regulatory legal acts in the field of sanitary and epidemiological welfare of the population, confirmed by three or more acts of commissions for monitoring food quality, interdepartmental commissions, as well as in case of repeated detection of gross violations by territorial departments of the state body in the field of sanitary and epidemiological welfare of the population in accordance with the joint order of the Minister of Healthcare of the Republic of Kazakhstan dated June 27, 2017 № 463 and the Minister of National Economy of the Republic of Kazakhstan dated July 20, 2017 № 285 “On approval of risk assessment criteria and checklists in the field of sanitary and epidemiological welfare of the population.”

When the Contract is canceled due to the above circumstances, the Supplier shall be paid only for actual costs on the date of termination.

## **9. Notification**

9.1. Any notification that one party sends to the other party in accordance with the Contract shall be sent by prepaid registered mail or by telegraph, telex, facsimile, telefax, or via a web portal.

9.2. The notification shall come into effect upon delivery or on the specified effective date (if specified in the notification), depending on which of these dates come later.

### **10. Force majeure**

10.1. The parties shall not be responsible for failure to fulfill the terms of the Contract if it was the result of force majeure.

10.2. The Supplier shall not be responsible for paying forfeits or terminating the Contract due to failure to fulfill its terms if the delay in performance of the Contract is the result of force majeure.

10.3. For the purposes of the Contract, “force majeure” means an event beyond the control of the Parties and of an unforeseen nature. Such events may include, but are not limited to: acts of war, natural or natural disasters, and others.



10.4. In the event of force majeure, the Supplier must immediately send the Customer a written notification of such circumstances and their causes. If no other written instructions are received from the Customer, the Supplier shall continue to fulfill its obligations under the Contract, as far as it is appropriate, and search for alternative ways to fulfill the Contract, regardless of force majeure circumstances.

## **11. Resolution of controversial issues**

11.1. The Customer and the Supplier must make every effort to resolve through direct negotiations all disagreements or disputes arising between them under or in connection with the Contract.

11.2. If within 15 (fifteen) calendar days after the start of such negotiations, the Customer and the Supplier are unable to resolve a dispute under the Contract, either party may demand that this issue be resolved in accordance with the legislation of the Republic of Kazakhstan.

## **12. Other conditions**

12.1. Taxes and other obligatory payments to the budget shall be subject to payment in accordance with the tax and customs legislation of the Republic of Kazakhstan.

12.2. Any amendments and additions to the Contract shall be made in the same form as the conclusion of the Contract.

12.3. Amendments to the concluded Contract, provided that the quality and other conditions that were the basis for choosing the supplier remain unchanged, shall be permitted:

1) by mutual agreement of the Parties in terms of improving the menu by the customer (increasing the diet) and accordingly increasing the amount of the contract by mutual agreement of the parties, subject to the same quality and other conditions that served as the basis for the selection of a supplier;

2) in terms of reducing or increasing the amount of the Contract associated with a decrease or increase in the need for the volume of Services provided (depending on the number of students provided with meals from the budget), provided that the price per unit of services specified in the Contract remains unchanged.

3) if the supplier, in the process of executing the Contract concluded with him, offered, subject to the unchanged price per unit of service, better quality, and (or) technical characteristics that are the subject of the Contract concluded with him.

Other amendments and additions made to this Contract must comply with the Customer's tender documentation, the Supplier's tender application, and the Protocol on the results of the tender.

12.4. The contract shall be drawn up in Kazakh and Russian languages, having equal legal force, concluded via a web portal.



12.5. To the extent not regulated by the Contract, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

### 13. Details of the Parties

Customer	Provider
“full name of the Customer” “Full legal address of the Customer” BIN “BIN of the Customer” BIC “BIC of the Customer” IIC “IIC of the Customer” “Name of the bank” Tel.: “phone number of the Customer” “position of the Customer” “Full name of the Customer”:	“full name of the Supplier” “Full legal address of the Supplier” BIN/INN/PAN “BIN/INN/PAN of the Supplier” BIC “BIC of the Supplier” IIC “IIC of the Supplier” “Name of the bank” Tel.: “phone number of the Supplier” “position of the Supplier” “ Full name of the Supplier”

Explanation of abbreviations:

BIN – business identification number;

BIC – bank identification code;

IIC – individual identification code;

IIN – individual identification number;

TIN – taxpayer identification number;

PAN – payer’s account number;

VAT – value added tax;

FULL NAME. – surname, name, patronymic (if any).

Appendix 10  
to the Standard tender  
documentation for the selection  
of a supplier of services or goods  
for catering service of students  
in organizations of secondary  
education, out-of-school  
organizations of additional education,  
as well as a supplier of goods  
related to providing food to  
children raised and studying in  
preschool organizations,  
educational organizations for  
orphans and children left without  
parental care, organizations of  
technical and vocational,  
post-secondary education

### Standard contract for the supply of goods

\_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ .  
(location)

\_\_\_\_\_, referred to as (indicate the full name of the tender organizer) hereinafter the Customer, represented by \_\_\_\_\_ (position, surname, name, patronymic (if any) of the head) on the one hand and \_\_\_\_\_, (full name of



the supplier – tender winner), hereinafter referred to as the Supplier, represented by \_\_\_\_\_, (position, surname, name, patronymic (if any) of the head) acting on the basis of \_\_\_\_\_ (Charter and others) on the other hand, based on the protocol of the tender results for the selection of a supplier of goods, held on "\_\_\_\_"\_\_\_\_20\_\_\_\_, we hereby entered into this Contract for the supply of goods (hereinafter - the Contract) and came to an agreement on the following:

## **1. The Subject of the Contract**

1.1. The Supplier shall undertake to supply the Goods in accordance with the conditions, requirements, and at the prices specified in the technical specifications, which are an integral part thereof, and the Customer shall undertake to accept the Goods and pay for them under the conditions of this Contract, subject to the proper fulfillment by the Supplier of its obligations under the Contract:

according to the specifics of the "Specificity code" - "A brief description of the subject of the contract according to the specifics";

according to the specifics, the "Specificity code" - "A brief description of the subject of the contract according to the specifics №"

1.2. The documents listed below and the conditions specified in them shall form this Contract and shall be considered an integral part of it, namely:

- 1) this Contract;
- 2) the list of purchased goods;
- 3) technical specifications;
- 4) ensuring the execution of the Contract.

1.3. In this Contract, the following concepts shall have the following interpretation:

1) "Force Majeure" – extraordinary and unpreventable events (natural phenomena, military actions, and others). Such circumstances shall not include, in particular, the absence on the market of goods needed for execution;

2) "Customer" – a body or organization of secondary education;

3) "Supplier" - an individual or legal entity carrying out business activities (except for state institutions, unless otherwise established by the laws of the Republic of Kazakhstan), acting as the Customer's counterparty in the contract concluded with him;

4) "Contract" – a civil legal act concluded between the Customer and the Supplier, recorded in writing in accordance with the civil legislation of the Republic of Kazakhstan, signed by the parties with all appendices and additions to it, as well as with all documentation for which the contract contains links;

5) "Contract price" – the amount paid by the Customer to the Supplier under the Contract for the full fulfillment of its contractual obligations.

The parties shall not be responsible for complete or partial failure to fulfill their obligations under this contract if it was the result of force majeure.



## **2. Contract amount and payment terms**

2.1. The total amount of the Contract is \_\_\_\_\_ (“amount in words”) tenge and includes all expenses associated with the provision of services, as well as all taxes and fees provided for by the legislation of the Republic of Kazakhstan, “including VAT “VAT amount” tenge”/ “excluding VAT ”(hereinafter - the amount of the Contract).

2.2. The contract shall be subject to registration with the territorial treasury authority for the year " \_\_\_\_\_ "

for the budget program “Code and name of the program”, subprogram “Code and name of the subprogram”, specifics “code and name of the specifics” - “amount according to the specifics” (“amount according to the specifics in words”) tenge, “including VAT” “amount of VAT " tenge/"excluding VAT".

2.3. Payment for the delivered Goods shall be made by the Customer by transferring funds to the Supplier's bank account no later than 30 (thirty) calendar days from the date of signing by the Parties of the Goods acceptance certificate.

2.4. The volume of goods supplied in quantitative and cost terms shall be specified in the technical specifications.

## **3. Obligations of the Parties**

3.1. The Supplier shall undertake:

- 1) to ensure full and proper fulfillment of the obligations assumed under the Contract;
- 2) when fulfilling its obligations under the Contract, to ensure that the goods comply with the requirements specified in the tender documentation and technical specifications;
- 3) provide packaging for goods that can prevent them from damage or deterioration during transportation to their final destination. The packaging must withstand, without limitation, intensive handling and exposure to extreme temperatures, salt, and precipitation during transport and 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 availability of powerful lifting equipment at all points of delivery of goods;

4) not to disclose, without the prior written consent of the Customer, the contents of technical documentation provided by the Customer or on his behalf by other persons, with the exception of those personnel hired by the Supplier to fulfill the terms of the Contract. This information must be provided to these personnel confidentially and to the extent necessary to fulfill obligations;

5) without the prior written consent of the Customer, not to use any of the above documents and information, except for the purpose of implementing the Contract;



6) upon the Customer's first request, to provide information on the progress of fulfillment of obligations under the Contract;

7) to compensate the Customer in full for losses caused by the Supplier's improper fulfillment of the terms of the Contract and/or other unlawful actions;

8) to draw up and send to the Customer a certificate of acceptance and transfer of goods;

9) after the Customer approves the certificate of acceptance and transfer of goods (s), to issue an invoice in electronic form using the electronic invoice information system in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system.

3.2. The Supplier shall have the right to demand payment from the Customer for the Goods delivered under the Contract.

3.3. The customer shall undertake:

1) to provide access to the Supplier's specialists for the delivery of the Goods;

2) if any inconsistencies or defects in the Goods are identified, to notify immediately the Supplier in writing;

3) upon acceptance of the Goods, to approve or refuse acceptance of the Goods, indicating reasoned justifications for its non-acceptance.

In this case, acceptance of the goods shall be carried out by the Customer or his representative by proxy;

4) after approval of the acceptance certificate for the transfer of goods, to accept the invoice issued by the Supplier in electronic form through the electronic invoice information system in accordance with the Rules for issuing an invoice in electronic form in the electronic invoice information system;

5) to make payment in the manner and within the terms established by this Contract.

3.4. The Customer shall have the right to check the quality of the delivered Goods.

#### **4. Checking goods for compliance with technical specifications and tender application**

4.1. The customer or his representatives may control and check the supplied goods for compliance with the requirements specified in the tender documentation. In this case, all costs for these checks shall be borne by the Supplier. The Customer must promptly notify the Supplier in writing of its representatives designated for these purposes.

4.2. The goods supplied under this Contract must meet or exceed the standards specified in the technical specifications and tender application.

4.3. If, upon checking, the supplied goods are found not complying with the requirements of the tender documentation, the Supplier shall take measures to eliminate non-conformities with the requirements of the tender documentation, without any additional costs on the part of the Customer, within the "period of elimination of inconsistencies" from the moment of the check.



4.4. Checking of goods for compliance with technical specifications may be carried out at the Supplier's premises, at the place of delivery, and/or at the final destination of the goods. If carried out at the Supplier's premises, the Employer's inspectors will be provided with all necessary facilities and assistance, including access to production information, at no additional cost to the Employer.

4.5. None of the above paragraphs relieves the Supplier from other obligations under the Contract.

## **5. Delivery of Goods**

5.1. The delivery shall be considered delivered subject to the complete transfer by the Supplier to the Customer of the Goods in strict accordance with the requirements specified in the technical specifications.

5.2. Subject to the conditions of paragraph 5.1. of this Contract, the date of delivery/transfer of the Goods shall be considered to be the date the supplier sends the certificate of acceptance and transfer of goods to the customer.

## **6. Warranties. Quality**

6.1. The Supplier guarantees that the Goods supplied under this Contract shall be:

- 1) of high-quality and meeting the requirements of national standards, and in the absence of them, interstate standards for purchased goods;
- 2) new, unused, in original packaging, free from any defects in material or workmanship;
- 3) free from any rights and claims of third parties that are based on industrial and (or) other intellectual property.

6.2. If a shortage of the Goods is detected, according to the list of purchased goods and technical specifications, or if any hidden manufacturing defects are detected in the delivered Goods at the time of opening the packaging, or if the quality of the Goods does not fully comply with the manufacturing specifications, the Customer shall draw up a complaint report within twenty days, and the Supplier, within 14 (fourteen) calendar days and at its own expense, shall replace the Goods with a new one.

## **7. Responsibility of the Parties**

7.1. In case of failure or improper fulfillment by the Parties of their obligations under this Contract, all disputes and disagreements shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.

7.2. With the exception of cases of sequestration and/or insufficient money in the cash control account of the relevant budgets/current account of a state enterprise, legal entity, fifty or more percent of voting shares that belong to the state, if the Customer does not pay the Supplier the funds due to it within the time period specified in the Contract, then the



Customer shall pay the Supplier a forfeit (penalty) for delayed payments in the amount of 0.1% (zero point one) of the amount due for each day of delay. In this case, the total amount of the forfeit (penalty) should not exceed 10% of the total amount of the Contract.

7.3. In case of delay in delivery of the Goods, the Customer shall withhold (collect) from the Supplier a forfeit (fine, penalty) in the amount of 0.1% of the total amount of the Contract for each day of delay in the event of complete failure by the supplier to fulfill his obligations, or shall withhold (collect) a forfeit (fine, penalty) in the amount of 0.1% of the amount of unfulfilled obligations for each day of delay in case of improper fulfillment (partial non-fulfillment) of obligations. In this case, the total amount of the forfeit (fine, penalty) should not exceed 10% of the total amount of the Contract.

7.4. If the Supplier refuses to supply the Goods, or there is a delay in delivery of the Goods for a period of more than one month from the date of expiration of the delivery period for the Goods under the Contract, but no later than the expiration date of the Contract, the Customer shall have the right to terminate this Contract unilaterally and collect the amount of the forfeit from the Supplier (fine, penalty) in the amount of 0.1% of the total amount of the Contract for each day of delay.

7.5. Payment of a forfeit (fine, penalty) shall not relieve the Parties from fulfilling their obligations under this Contract.

7.6. If any change results in a reduction in the cost or terms required for the Supplier to deliver goods under the Contract, the Contract price or delivery schedule, or both, shall be adjusted accordingly and the Contract shall be amended accordingly. All Supplier's requests for adjustments must be made within thirty (30) calendar days from the date the Supplier receives the change order from the Customer.

7.7. The Supplier shall not transfer its obligations under this Contract to anyone, either in whole or in part.

7.8. The Customer shall not return the security for the execution of the Contract in the event of its termination due to non-fulfillment or improper fulfillment by the Supplier of its obligations under this Contract.

7.9. The supplier shall not be allowed to carry out actions that lead to third parties having the right to claim in whole or in part for the security deposit made until the obligations under the contract are fully fulfilled.

7.10. In case of non-fulfillment or improper fulfillment of their obligations under contracts concluded with the supplier for the purchase of services and goods, the customer, in accordance with the Rules for creating a list of unscrupulous suppliers, no later than thirty calendar days from the day when he became aware of the fact of violation by the supplier of obligations, shall apply with a lawsuit to recognize such a supplier as an unscrupulous supplier of goods related to the provision of children's food.

## **8. Validity period and conditions for termination of the Contract**



8.1. The Contract shall come 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/from the date of signing” and shall be valid until “\_\_\_\_\_” year.

8.2. The contract shall be concluded in accordance with the approved individual financing plan for obligations for the corresponding financial year within the allocated funds and, in the absence of violations on the part of the supplier, shall be extended twice for subsequent financial years within 3 working days from the date of expiration of the contract.

If the number of pupils and students provided with food from the budget changes, changes shall be made to the contract.

8.3. The Customer may at any time unilaterally refuse to fulfill the terms of the Contract by sending the Supplier appropriate written notification if the Supplier becomes bankrupt or insolvent. In this case, the refusal to fulfill the terms of the Contract shall be carried out immediately, and the Customer shall not bear any financial obligation to the Supplier, provided that the refusal to fulfill the terms of the Contract does not damage or affect any rights to take actions or apply sanctions that have been or will subsequently be presented to the Customer.

8.4. Without prejudice to any other sanctions for violation of the terms of the Contract, the Customer, taking into account the requirements of paragraph 7.4. of this Contract may terminate this Contract in whole or in part by sending the Supplier written notification on failure to fulfill obligations:

- 1) if the Supplier is unable to deliver the goods within the time limits provided for in the Contract or during the extension period of this Contract provided by the Customer;
- 2) if the Supplier cannot fulfill its obligations under the Contract.

8.5. The Contract must contain a provision for its termination at any stage if one of the following facts is revealed:

- 1) identifying a violation of the restrictions provided for by these Rules, based on which this Contract was concluded;
- 2) provision of assistance by the organizer to the Supplier not provided for by the Rules;
- 3) the authorized body has established the facts of violations during the conduct of tender procedures that influenced the results of the tender (instruction, notification, submission, decision), and within 10 working days, the contract shall be concluded with the winner of the tender in accordance with the acts of the authorized state bodies, with the exception of contracts under which the obligations have been fulfilled properly.

8.6. The contract may be terminated by agreement of the parties if its further execution is inappropriate. The notification shall indicate the reason for termination of the Contract, specify the scope of the canceled contractual obligations, as well as the effective date of termination of the Contract.



When the Contract is canceled due to the above circumstances, the Supplier shall have the right to demand payment only for the actual costs associated with termination under the Contract on the date of termination.

## **9. Notification**

9.1. Any notification that one party sends to the other party in accordance with the Contract shall be sent by prepaid registered mail or by telegraph, telex, facsimile, telefax, or through a web portal.

9.2. The notification shall take effect after delivery or on the specified effective date (if specified in the notification), whichever of these dates comes later.

## **10. Force majeure**

10.1. The parties shall not be responsible for complete or partial failure to fulfill their obligations under this Contract if it was the result of force majeure.

10.2. The Supplier shall not be deprived of its security for the performance of the Contract and shall not be responsible for paying penalties or terminating the Contract due to failure to fulfill its terms if the delay in performance of the Contract is the result of force majeure.

10.3. For the purposes of the Contract, “force majeure” means an event beyond the control of the Parties and of an unforeseen nature. Such events may include, but are not limited to: acts of war, natural or natural disasters, and others.

10.4. In the event of force majeure, the Supplier must immediately send the Customer a written notification of such circumstances and their causes. If no other written instructions are received from the Customer, the Supplier shall continue to fulfill its obligations under the Contract, as far as it is appropriate, and search for alternative ways to fulfill the Contract, regardless of force majeure circumstances.

## **11. Resolution of controversial issues**

11.1. The Customer and the Supplier must make every effort to resolve through direct negotiations all disagreements or disputes arising between them under or in connection with the Contract.

11.2. If within 15 (fifteen) calendar days after such negotiations the Customer and the Supplier shall be unable to resolve a dispute under the Contract, either party may demand that this issue be resolved in accordance with the legislation of the Republic of Kazakhstan.

## **12. Other conditions**

12.1. Taxes and other obligatory payments to the budget shall be subject to payment in accordance with the tax legislation of the Republic of Kazakhstan.



12.2. Any amendments and additions to the Contract shall be made in the same form as the conclusion of the Contract.

12.3. Amendments to the concluded Contract, provided that the quality and other conditions that were the basis for choosing the supplier remain unchanged, shall be permitted:

1) in terms of reducing or increasing the amount of the Contract associated with a decrease or increase in the need for the volume of supplied Goods, provided that the price per unit of goods specified in the Contract remains unchanged;

2) if the Supplier, in the process of executing the Contract concluded with him, offered, subject to the unchanged price per unit of goods, better quality and (or) technical characteristics or terms and (or) conditions for the delivery of goods;

3) by mutual agreement of the Parties in terms of reducing the price of goods and, accordingly, the amount of the Contract.

12.4. The Contract shall be drawn up in Kazakh and Russian languages, having equal legal force, concluded through a web portal.

12.5. To the extent not regulated by the Contract, the Parties shall be guided by the legislation of the Republic of Kazakhstan.

### 13. Details of the Parties

Customer	Provider
“full name of the Customer” “Full legal address of the Customer” BIN “BIN of the Customer” BIC “BIC of the Customer” IIC “IIC of the Customer” “Name of the bank” Tel.: “phone number of the Customer” “position of the Customer” “Full name of the Customer”:	“full name of the Supplier” “Full legal address of the Supplier” BIN/INN/PIN “BIN/INN/PIN of the Supplier” BIC “BIC of the Supplier” IIC “IIC of the Supplier” “Name of the bank” Tel.: “phone number of the Supplier” “position of the Supplier” “ Full name of the Supplier”

Explanation of abbreviations:

BIN – business identification number;

BIC – bank identification code;

IIC – individual identification code;

IIN – individual identification number;

TIN – taxpayer identification number;

PIN – payer’s identification number;

VAT – value added tax;

FULL NAME. – surname, name, patronymic (if any).

Appendix 3  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations



for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

## **Tender announcement**

\_\_\_\_\_  
(name, postal and e-mail address of the tender organizer, lot number)

announces a tender to select a Supplier of services or goods for catering service of students in state institutions of secondary education, out-of-school organizations of additional education, as well as the purchase of goods related to providing food for children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education

\_\_\_\_\_  
(name of purchase of service or goods)

The service is provided: \_\_\_\_\_

\_\_\_\_\_  
(indicate the place of provision of the service and its volume, list of categories of service recipients and their number, amount, allocated for the provision of services)

The period for providing the service is \_\_\_\_\_.

Or:

The Goods is delivered \_\_\_\_\_

(indicate the place of delivery of goods, the list of purchased goods, the amount allocated for the purchase of goods)

Required delivery term for goods \_\_\_\_\_.

All potential suppliers complying with the requirements of the tender documentation shall be allowed to participate in the tender. Start of accepting applications \_\_\_\_\_ (indicate time and date).

The deadline for submitting applications for participation in the tender is \_\_\_\_\_ (indicate time and date).

Appendix 4  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left



Form

## Protocol of applications opening for participation in the tender

\_\_\_\_\_  
(time and date)

Customer\* \_\_\_\_\_

— Tender № \_\_\_\_\_

Name of the tender \_\_\_\_\_

Name of organizer \_\_\_\_\_

Organizer's address \_\_\_\_\_

Composition of the tender commission:

№	Full name	Position, place of work	Role in the commission
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List of purchased services or goods indicating the total amount \_\_\_\_\_

№	Lot №	Lot name	Quantity	Price per unit	Allocated amount , tenge
---	-------	----------	----------	----------------	-----------------------------

Lot № \_\_\_\_\_

Lot name \_\_\_\_\_

Applications for participation in the tender have been submitted by the following potential suppliers (number of applications):

№	Name of the potential supplier	BIN (IIN) / PIN	Address of the potential supplier (region, city, street, house, apartment)	Date and time of application submission (chronologically)
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Information on the availability (absence) of documents provided for in the tender documentation:

№ Name of potential supplier BIN (IIN)/PIN		
№	Document name	Availability indicator

Note:

\* Information about the customer shall not be displayed if there are multiple customers.

Explanation of abbreviations:

BIN – business identification number;

IIN – individual identification number;

PIN – payer's identification number;

FULL NAME. – surname, name, patronymic (if any)



organizations of secondary education,  
out-of-school organizations of  
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without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

## Protocol of preliminary discussion of the draft tender documentation

Tender № \_\_\_\_\_

Name of the tender \_\_\_\_\_

Deadline for receiving comments on the draft tender documentation, as well as requests for clarification of the provisions of the tender documentation from \_\_\_ to \_\_\_\_\_

Organizer name \_\_\_\_\_

Comment(s) to the draft tender documentation, as well as request(s) for clarification of the provisions of the tender documentation, have been sent by the following potential supplier(s), on which the following decision(s) was (were) made:

№	BIN (IIN)/TIN of the potential supplier	Type of request (comment, request for clarification)	Text of the request	Date and time of sending the comment, request for clarification	Decision made	Reason for rejection, text of clarification

Applications for participation in this tender shall be accepted no later than fifteen calendar days from the date of posting this protocol and the text of the approved tender documentation on the web portal.

Chairman of the tender commission	Full name, signature
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Explanation of abbreviations:

BIN – business identification number;

IIN – individual identification number;

TIN – taxpayer identification number;

PIN – payer's identification number;

FULL NAME. – surname, name, patronymic (if any).

Appendix 6  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children



raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

## Protocol on the results of the tender

\_\_\_\_\_

(time and date)

Customer \* \_\_\_\_\_

Tender № \_\_\_\_\_

Name of the tender \_\_\_\_\_

Name of organizer \_\_\_\_\_

Organizer's address \_\_\_\_\_

Composition of the tender commission:

№	Full name	Position, place of work	Role in the commission
---	-----------	-------------------------	------------------------

List of purchased services or goods indicating the total amount \_\_\_\_\_

№	Lot №	Lot name	Quantity	Price per unit	Allocated amount , tenge
---	-------	----------	----------	----------------	-----------------------------

Lot № \_\_\_\_\_

Lot name \_\_\_\_\_

Information on submitted applications for participation in the tender (lot) (chronologically  
):

(number of applications)

№	Name of a potential supplier	BIN (IIN)/PIN	Date and time of application submission ( chronologically)
---	---------------------------------	---------------	--

When considering applications for participation in the tender, the following documents  
were requested (to be completed in case of requests made in accordance with these Rules):

№	Name of the organization/person to whom the request was sent	Date the request was sent	Brief description of the request	Date the response to the request was submitted
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Voting results of members of the tender commission:

№	Name of potential supplier (list of potential suppliers), BIN (IIN)/PIN		
Full name of the commission member	Decision of the commission member	Reason for rejection	A detailed description of the reasons for rejection, indicating information and documents confirming their non-compliance with the



		qualification requirements and requirements of the tender documentation
--	--	---

**Rejected applications for participation in the tender (number of applications):**

№	Name of a potential supplier	BIN (IIN) / PIN	Reason for rejection
---	------------------------------	-----------------	----------------------

The following applications for participation in the tender were accepted (number of applications):

№	Name of a potential supplier	BIN (IIN) / PIN
---	------------------------------	-----------------

Information on the results of applying the criteria provided for by these Rules to all applications for participation in the tender submitted for participation in this tender:  
to service providers:

№	Name of a potential supplier	BIN (IIN)/PIN	Criteria	
			Experience in the service market in the relevant region for the previous 7 years	
			Experience in catering service for students and pupils of state secondary education organizations	Experience in catering service at other public catering facilities

**Table continuation**

Availability of a cook with specialized secondary education (upon receipt of an education document before July 27, 2007) or technical and vocational, higher education with a qualification as a cook (in the field of catering)	Availability of a nutritionist or dietary nurse with a medical education and qualifications in the field of dietetics and (or) medical education with advanced training (retraining) in the field of dietetics	Experience of a cook	Availability of a technologist or a technic-technologist with a higher, secondary technical education in the field of public catering
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**to suppliers of goods:**

№	Name of a potential supplier	BIN (IIN)/PIN	Criteria		
			Experience in the market of goods that are the tender subject in the relevant region over the previous 7 years	Availability of a document confirming the status of a domestic manufacturer of the goods that is the subject of the tender (lot)	Conditions for the delivery of food products by specialized vehicles

**Calculation of points for the tender participants:**

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№	Name of a potential supplier	BIN (IIN)/PIN	Total score according to the criteria	Work experience according to the criteria	Date and time of application submission
---	------------------------------	---------------	---------------------------------------	---	---

3. The tender commission based on the results of consideration in accordance with the criteria, decided by open voting:

1) to recognize \_\_\_\_\_ as the winner of the tender (lot) (indicate the name and location of the tender participant, as well as the conditions under which he is recognized as the winner),

second place winner \_\_\_\_\_ (indicate the name and location of the tender participant);

third place winner \_\_\_\_\_ (indicate the name and location of the tender participant);

fourth place winner \_\_\_\_\_ (indicate the name and location of the tender participant);

and so on \_\_\_\_\_;

2) The customer of the tender \_\_\_\_\_ (indicate the name and location) within the time limits established by these Rules, must conclude the contract for the provision of services or the supply of goods for catering service of students in secondary education organizations, as well as pupils and students of preschool organizations, educational organizations for orphans and children left without parental care with \_\_\_\_\_ (indicate the name of the tender winner )

Or:

to recognize the tender (lot) \_\_\_\_\_ as invalid (indicate the name of the tender (lot) and the reasons for recognizing the tender as invalid)

Or:

The tender (lot) was cancelled, the basis of which is: Acts of authorized state bodies ( instruction, notification, submission, decision) № \_\_\_\_ dated dd.mm.yyyy.

The body that made the decision to cancel: (\_\_\_\_\_).

Or:

The tender (lot) for the purchase of services and (or) goods not provided for in the annual plan for the purchase of services and goods in accordance with these Rules was rejected.

Note:

\* Information about a customer shall not be displayed if there are multiple customers.

Explanation of abbreviations:

BIN – business identification number;

IIN – individual identification number;

PIN – payer’s identification number;

FULL NAME. – surname, name, patronymic (if any).



service of students in state  
organizations of secondary education,  
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for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

**Application for the need to purchase catering services  
in accordance with the Law on Public-Private Partnership**

---

(name, postal, and e-mail address of the educational organization or education management body)

informs that there is a need to purchase missing equipment and/or replace all worn-out canteen equipment with new equipment, and therefore requests the purchase of catering services for students in accordance with the Public-Private Partnership Law.

date

Signature of the head of the educational organization \_\_\_\_\_ S.P.

(indicate surname, name, patronymic (if any), position).

Appendix 8  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

**Invitation to participate**

Dear participant (name of potential supplier)!

You are invited to participate in the purchase of services or goods for the provision of meals for students in state organizations of secondary education, extracurricular organizations of additional education, as well as the purchase of goods related to the provision of food for



children raised and studying in state preschool organizations, educational organizations for orphans and children left without parental care, organizations of technical and vocational, post-secondary education (invitation number, invitation name) through a web portal.

To view the invitation, follow the link (invitation link).

If the link above does not open, please, copy it to your clipboard, paste it into your browser's address bar, and press the Enter key.

Appendix 9  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
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organizations, educational organizations  
for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

Certificate of acceptance and transfer of goods

№ \_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_

Document number\* date of signing\* (the date and time of signing the act by the customer is recorded)

This act is drawn up in that \_\_\_\_\_ (Supplier), in accordance with \_\_\_\_\_

\_\_\_\_\_ (name of the Supplier\*) with the contract (and additional agreement) \_\_\_\_\_ dated " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ № \_\_\_\_\_

(name of the contract (additional agreement), date and number\*) represented by the undersigned representatives of the Supplier, handed over to \_\_\_\_\_ (Customer), represented by the undersigned representatives (name of the Customer\*), the Customer accepted:

Product details**							
№	Place of delivery of goods	Name of product	Nomenclature (factory) number (if any)	Unit	Quantity	Unit price (tenge), including VAT / excluding VAT	Amount, in tenge
	1	2	3	4	5	6	7
1							



The cost of the goods under this act in accordance with the Agreement is\*\* \_\_\_\_\_  
 \_\_\_\_\_ tenge, (in numbers, in words)  
 including VAT/excluding VAT,

Supplier name*	IIN/BIN*	IIK/BIC*	Bank*	Legal address*	Supplier representatives**		I hereby approve**	
					Full name job title	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9
Contract information								

General information						
1	Total cost of the Contract*	Amount of advance payments***	Payment amount since the beginning of the Agreement***	Previously activated amounts***	The amount of the forfeit (fine , penalty) for late delivery or improper fulfillment ( partial non-fulfillment ) of obligations ***	Number of overdue days**
	1	2	3	4	5	6
2	Code of the Unified Budget Classification of Expenditures: Program/Subprogram/Specificity***					
3	Actual expenses, including those incurred by the supplier under this act***					

	Name of product *	Unit of measurement*	Quantity*	price per unit, tenge*	amount, in tenge*
	1	2	3	4	5
1					
...					
4	The amount required to be transferred to the Supplier***				

Appendix: list of electronic copies of documents (attached by the supplier/customer if any )

Customer name*	IIN/BIN*	IIK/BIC*	Bank*	Legal address**	Customer representatives***				I hereby approve head of organization)*	
					Responsible for acceptance of goods		Responsible for the correctness of registration (details, specificity)			
					Full name	signature	Full name	signature	Full name	signature
1	2	3	4	5	6	7	8	9	10	11

Note:

\*filled in automatically by the web portal;



\*\* filled in by the supplier;

\*\*\*filled in by the customer.

Explanation of abbreviations:

BIN – business identification number;

BIC – bank identification code;

IIC – individual identification code;

IIN – individual identification number;

PIN – payer's identification number;

VAT – value added tax;

Full name – surname, first name, patronymic (if any).

Appendix 10  
to the Rules for catering  
service of students in state  
organizations of secondary education,  
out-of-school organizations of  
additional education, as well as  
the purchase of goods related to  
the provision of food for children  
raised and studying in state preschool  
organizations, educational organizations  
for orphans and children left  
without parental care, organizations  
of technical and vocational,  
post-secondary education

Form

### Certificate of services rendered

№ \_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_

Document number\* date of signing\* (the date and time of signing the act by the customer is recorded)

This act is drawn up to the effect that \_\_\_\_\_ (Supplier),  
(Supplier name\*)

in accordance with the contract (and additional agreement) \_\_\_\_\_  
dated " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ year № \_\_\_\_\_

(name of the contract (additional agreement), date and number\*) represented by the undersigned representatives of the Supplier, fulfilled \_\_\_\_\_ (Customer), represented by the undersigned representatives (name of the Customer\*) the Customer accepted:

Information about the service provided**						
№	Place of service	Name of service	Unit	Quantity	Unit price (tenge), including VAT /excluding VAT	Amount, in tenge
	1	2	3	4	5	6



1						
...						

The cost of services provided under this act in accordance with the Agreement is \_\_\_\_\_  
 \_\_\_\_\_ tenge, including VAT/excluding VAT (in numbers, in words)

Supplier name*	IIN/BIN*	IIK/BIC*	Bank*	Legal address*	Supplier representatives**		I hereby approve**	
					Full name job title	signature	Full name, position	signature
1	2	3	4	5	6	7	8	9
Contract information								

General information						
1	Total cost of the Contract*	Amount of advance payments***	Payment amount since the beginning of the Agreement***	Previously activated amounts***	The amount of the penalty (fine, penalty) for the delay in the provision of services or improper fulfillment (partial non-fulfillment) of obligations ***	Number of overdue days**
	1	2	3	4	5	6
2	Code of the Unified Budget Classification of Expenditures: Program/Subprogram/Specificity***					
3	Services provided under this act					

	Name of service*	Date/period of service provision*	Unit of measurement*	Quantity*	price per unit, tenge*	amount, in tenge*
	1	2	3	4	5	6
1						
4	The amount required to be transferred to the Supplier***					

Appendix: list of electronic copies of documents (attached by the supplier/customer if any )

Customer name*	IIN/BIN*	IIK/BIC*	Bank*	Legal address***	Customer representatives***				I hereby approve head of organization)*	
					Responsible for accepting the service		Responsible for the correctness of registration (details, specificity)			
					Full name	signature	Full name	signature	Full name	signature
1	2	3	4	5	6	7	8	9	10	11



Note:

\* filled in automatically by the government procurement web portal;

\*\* filled in by the supplier;

\*\*\* to be filled in by the customer.

Explanation of abbreviations:

BIN – business identification number;

BIC – bank identification code;

IIC – individual identification code;

IIN – individual identification number;

PIN – payer's identification number;

VAT – value added tax;

Full name – surname, first name, patronymic (if any).