

The front page has been amended in accordance with Resolution of Board of Trustees No. 7 dd. November 12, 2012 (see previous version)

Approved
By Resolution of Board of Trustees of
the autonomous organization of
education
«Nazarbayev University»
No.3 dd. December 10, 2011

RULES FOR PROCUREMENT OF GOODS, WORKS, SERVICES
(as amended as of March 30, 2014)



1. General provisions

1. These Rules for procurement of goods, works, services (hereinafter - Rules) are developed in accordance with sub-paragraph 3) of Clause 5 of Article 6 of Law of the Republic of Kazakhstan «On Status of «Nazarbayev University», «Nazarbayev Intellectual Schools» and «Nazarbayev Fund» and regulate the procedure of procurement of goods, works, services by the autonomous organization of education «Nazarbayev University» and by its organizations except for non-profit organizations with status of fund.

2. Basic terms and concepts used in the Rules:

Affiliated person of potential supplier – any individual or legal entity which are entitled to take decisions and/or to influence on decisions taken by the potential supplier which includes decisions made in written form in virtue of the transaction, and also any individual or legal entity with respect to which the potential supplier has the right;

Procurement contract – a civil contract signed between the client and the supplier in accordance with the Rules and the legislation of the Republic of Kazakhstan;

Paragraph Four has been added to the clause in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012

An affiliate company of Nazarbayev University – a non-profit organization established by Nazarbayev University, any other legal entity whose 50 or more percent of voting shares (participation shares in authorized capital) are beneficially owned by Nazarbayev University or trust management title;

Clients – autonomous organization of education «Nazarbayev University» and its organizations except for non-profit organizations with status of fund;

Paragraph Five has been amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version)

Procurement – acquisition of goods, works, services by clients on a paid basis needed to support operations and also to perform client's functions or statutory activity according to the procedure established by the Rules and also civil legislation of the Republic of Kazakhstan except for the following:

acquisition of services rendered by the individuals under labor contracts or by the individuals who are not entities which carry out entrepreneurial activity under contracts for provision of services for a fee;

paying up of contributions (payments) inclusive of the payments to statutory capital of legal entities newly established;

acquisition of security papers, share in statutory capital of legal entities;

acquisition of finance services related to the realization of banking transactions of the National Bank of the Republic of Kazakhstan, banks and organizations which implement certain banking activities on the basis of licenses received in accordance with the legislation of the Republic of Kazakhstan;

reimbursement of travel expenses;

payment of remunerations and/or compensation for expenses to members of the regulatory body and supervisory board;

acquisition of goods, services related to the entertainment expenditures;

acquisition of goods, works, and services to support the activity of the Supreme Board of Trustees, Board of Trustees, Board of Directors, Scientific or Supervisory Boards;

Paragraph fifteenth has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

procurement of pharmaceuticals, medical products to eliminate threat to life of the patient;

acquisition of goods, works, and services performed at the expense of sponsor support and/or beneficent help;

granting, acquisition of goods, works, and services related to usage of grant funds in accordance with the statutory activity of the client;

acquisition of services for international accreditation and/or certification in accordance with the statutory activity of the client;

Paragraph Eighteen is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version)

acquisition of goods, services via foreign online resources related to the main business of the Client to the amount not exceeding the equivalent of 10 000 (ten thousand) US dollars, including by payment cards in accordance with the Client's by-laws;

acquisition of goods, services at the cost of no more than 100 (hundred-fold) amount of monthly calculation index established by the law on republican budget for the appropriate fiscal year, VAT exclusive, for the transactions executed at the moment of their settlement;

acquisition of goods, works and, services at prices, norms, limits, rates, charges and payments established by the legislation of the Republic of Kazakhstan and the legislation of other countries;

Paragraph twenty second has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

payment for participation in exhibitions, workshops, conferences, meetings, forums, symposia, trainings, internships, master classes including in virtual mode, as well as procurement of goods, works and services for organizing participation and / or holding of these events;

acquisition of periodic printed publications in hard copies and/or electronic media including subscription for periodicals;

acquisition of services for publishing information in foreign and domestic mass media;

Paragraph twenty fifth has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

procurement of services for training, retraining and advanced training of employees, including abroad , as well as passing the examinations;

payment of arbitration fees, expenditures incidental to the conflict resolution in arbitration court;

acquisition of services for booking, completion and selling of plane, railway, river, sea and bus travel documents (tickets);

acquisition of services of custom brokers, payment of charges and other fees of warehouses of temporary storage (PWC);

publication of articles in domestic and foreign printed sources;

acquisition of services of chambers of commerce and industry of the Republic of Kazakhstan;

Paragraphs Thirty – Thirty-three are added to the Clause in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012

acquisition of services for international expertise of research applications, draft reports;

acquisition of services for patenting, protection of rights for intellectual property and payment of all customs and other expenses in accordance with the international treaties;

acquisition of services for repair of scientific and/or research equipment from specialized organizations in accordance with the Client's requirements;

acquisition of licensed software and/or services for getting access to information services related to client's core activity from the software manufacturer or authorized supplier of the abovementioned goods, services;

Paragraph thirty fifth, thirty sixth and thirty seventh has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

work package – a complex of works and services aimed at implementation of construction projects, including project works management;

consortium – temporary voluntary and equal union (association) on the basis of the agreement for joint economic activity in which the entities join any resources and coordinate efforts for solution of certain economic targets;

uniform goods, works, services – goods, works, and services which have corresponding characteristics not being identical and consist of similar components enabling to perform the same functions and to be replaceable;

procurement administrator – client represented by its department which is responsible for the procurement or a legal entity assigned to organize and conduct procurement;

Paragraph Thirty-six is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version)

organizations of «Nazarbayev University» - non-profit organizations established by Nazarbayev University, other legal entities fifty or more interests of voting shares (share in authorized capital) of which are beneficially owned by the University or as a trust management title, and also their affiliates excepting the non-profit organizations with a status of fund;

list of unreliable potential suppliers (suppliers) approved by Nazarbayev University in due order – systematic records of entities:

who provide unreliable information on requirements provided in tender documents which influences on the tender result;

who avoid signing the procurement contract in case of declaration as the winning bidder;

Paragraph Forty is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version)

who signed the procurement contract and failed or untimely complied with the requirements provided in tender documentation on introduction and/or terms of introduction of performance obligations of procurement contract and/or on ensuring the execution of procurement contract for the amount of advance payment (if the procurement terms provided such condition);

who did not carry out or partially carry out the obligations of procurement contract concluded;

potential supplier – a private person who performs the entrepreneurial business, legal body (apart from public offices unless otherwise provided by the laws of the Republic of Kazakhstan), consortium which intends to sign the procurement contract;

supplier - private person who performs the entrepreneurial business, legal body (apart from public offices unless otherwise provided by the laws of the Republic of Kazakhstan), consortium acting as a contractor of the Client in the procurement contract;

works – activity which has the objective result and is related to the works in accordance with the legislation of the Republic of Kazakhstan;

residents – residents of the Republic of Kazakhstan – citizens of the Republic of Kazakhstan including the citizens who live transient abroad or perform civil service abroad except for citizens who have full-time residence document in a foreign country issued in accordance with the legislation of this country;

foreigners and persons without citizenship who have full-time residence document in the Republic of Kazakhstan;

all legal bodies established in accordance with the legislation of the Republic of Kazakhstan and are located within its territory and also their branches and representations located in the Republic of Kazakhstan or abroad;

diplomatic, trade or other official missions of the Republic of Kazakhstan located abroad;

tender documentation – documentation provided to the potential supplier to bid for a tender and contains information on tender conditions and procedure;

tender board – collegial body constituted to perform procurement procedure by tender;

goods - products (things) including semi-processed materials or raw materials in hard, liquid or gaseous state, electricity and heat, objectified results of creative intellectual activity and also proprietary rights on the basis of which the purchase and sale transactions can be made in accordance with the laws of the Republic of Kazakhstan;

Sub-paragraph 57 is amended in accordance with the Resolution No.11 of the Board of Trustees dated July 26, 2013

strategic partners – entities determined by the Board of Trustees*, the Managing Council or other competent body of «Nazarbayev University», and that conducts activities in one or more of the following areas:

research and development;

the introduction of modern methods and technologies in education;

development and implementation of educational programs;

development and implementation of tools to monitor and evaluate the quality of educational activities;

development and production of equipment that provides educational, scientific, scientific-technical process, as well as medical services;

architectural, urban planning and construction activities,

**before approval of the Charter of «Nazarbayev University» in new edition (as of May 23, 2013)*

Paragraph Fifty-nine is added to the Clause in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012

also entities, which were identified by the management of Nazarbayev University before transformation to the autonomous organization of education Nazarbayev University;

authorized body for procurement– structural subdivision of Nazarbayev University;

services – activity focused on the satisfaction of the Client’s needs and that has no objective result;

Nazarbayev University – autonomous organization of education Nazarbayev University;

expert committee – collegial body established to participate in development of technical specification (requirement specification) of goods, works, and services procured and/or in preparation of report on compliance of bids from potential suppliers with the technical specification of goods, works, and services procured;

expert – private person involved for participation in development of technical specification (requirement specification) of goods, works, and services procured and/or in preparation of expert report on compliance of bids from potential suppliers with the technical specification of goods, works, and services procured;

e-procurement – procurement performed with the help of information systems and electronic information resources.

3. The Rules are based on the following principles:

1) providing equal possibilities for potential suppliers to bid for a tender procedure;

2) fair competition among potential suppliers;

3) publicity and transparency of procurement process;

4) control and responsibility for decisions made;

5) optimal and effective application of monetary resources used for procurement.

4. Procurement process consists of:

1) development and approval of procurement plan;

2) selection of the supplier;

3) conclusion and execution of the procurement contract.

5. Internal documents for procurement process developed by the Client should not be in conflict with the given Rules.

6. In order to bid for a tender the potential supplier must have legal competence (for legal bodies), civil capacity (for private persons).

Paragraph 7 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

7. The Client on the basis of decision of the chief executive officer of the Client or other authorized person has a right to deny execution of procurement process in any stage of the process in the following cases:

1) reduction of expenses for acquisition of goods, works, and services provided in the procurement plan approved (adjusted procurement plan);



2) amendments to development plans and/or budgets (business plans, income and expenditure estimates etc.) (hereinafter - Budget) of the Client which avoid the necessity for acquisition of goods, works, and services provided in the procurement plan approved (adjusted procurement plan).

8. Upon denying execution of procurement the Client shall within:

1) 3 (three) business days inform all persons bidding for the tender by posting an appropriate decision on the Client's internet-resource;

2) 5 (five) business days return tender securities provided and/or securities of execution of procurement contract to the amount of prepayment or advance payment (if this securing is provided by the tender requirements).

2. Planning of procurement

Clause 9 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version)

9. Goods, works, and services are procured by the Client on the basis of the procurement plan approved or adjusted.

10. The Client within 15 (fifteen) business days develops, approves and posts the procurement plan on the website on the basis of information received from the subdivision of the Client the functional responsibilities of which include economic planning and analysis (hereafter - Subdivision) in accordance with the Budget approved.

Paragraphs 11 is added to the Clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

11. Procurement plan shall contain the following data:

1) name of goods, works, and services;

2) method of procurement;

3) procurement executed without application of provisions of the Rules regulating the selection of the supplier and conclusion of the procurement contract;

4) terms and place of supplying the goods, performing works, rendering services and other information at the discretion of the Client.

The procurement plan shall not indicate data on procurement carried out in accordance with subparagraph 14), 26), 32), 42) of paragraph 15 and subparagraph 7) of paragraph 16 of the Rules.

12. Procurement of goods, works, and services which are not provided by the procurement plan approved is not allowed.

13. The Client can execute procurement procedures concerned the selection of supplier of goods, works, and services before approval of the Budget and procurement plan so that the approval of Budget and procurement plan for goods, works, and services must be the main condition to conclude the procurement contract.

14. The Client has a right to amend and/or to supplement the procurement plan approved.

The Client within 5 (five) business days upon making decision about amending and/or supplementing the procurement plan should post the adjusted



procurement plan on the website with the appropriate amendments and/or additions to it.

3. Procurement executed without application of provisions of the Rules regulating the selection of the supplier and concluding the procurement contract

15. Procurement is executed by the Client without application of provisions of the Rules regulating the selection of the supplier and concluding the procurement contract in the following cases:

- 1) acquisition of food services, simultaneous interpretation, rental of premises, installation of equipment for expos, education, seminars, conferences, meetings, forums, symposiums, trainings organized by the Client;
- 2) acquisition of services for supplying information posted on the website (s), voiced books released on different magnetic and/or electronic media, books published in relief-point type matter, thyphlotools for service of sight-disabled persons;
- 3) acquisition of services for preparation for the international accreditation and/or certification including the network of test accreditations;
- 4) acquisition of services of Rating Agencies, finance services;
- 5) acquisition of services of foreign and/or domestic scientific, public and/or special libraries;
- 6) acquisition of goods, works, and services within the framework of governmental task or order to be executed;
- 7) *is excluded in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version)*
- 8) acquisition of services for treatment of citizens of the Republic of Kazakhstan abroad and also services for their transportation and escort;
- 9) acquisition of goods, services which are intellectual property items of persons who have exclusive right related to the acquirable goods and services;
- 10) acquisition of goods, works, and services from an entity which occupies dominant (monopole) position on the certain market of acquirable goods, works, and services, the share of which on such market is equal to 100 (hundred) percent or from a subject of government monopoly in respect of its main object of activity;
- 11) acquisition of goods, works, and services for disaster localization and/or recovery, mitigation of incidents at energy power plants, life communication systems and other hazardous industrial facilities and also in case of breakdowns, breakage of communications, mechanisms, aggregates, spare parts and materials requiring undelayed recovery if there is an available conforming document;
- 12) acquisition of goods, works, and services from person determined by the laws of the Republic of Kazakhstan;
- 13) acquisition of services on property trust;
- 14) acquisition of goods, works, and services from Nazarbayev University



and/or its organizations;

15) acquisition of property (assets) selling in auctions:

by officers of justice in accordance with the law of the Republic of Kazakhstan on enforcement proceeding,

held in accordance with the law of the Republic of Kazakhstan on bankruptcy,

held in accordance with land law of the Republic of Kazakhstan,

by privatization of government property;

16) acquisition of consulting and legal services for protection and representation of interests of the Client in international commercial arbitrations and foreign law courts;

17) acquisition of goods, works, and services realized from natural monopoly holders;

Subparagraph 18) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version)

18) acquisition in accordance with content of educational, scientific, research programs/projects of foreign special, scientific, teaching, academic and/or fiction literature, access codes to academic literature and materials in any media, videomaterials of nonfictional and/or fictional nature, secondary teaching materials;

19) acquisition of objects of arts, handicraft products, museum items and collections for renewal of library and museum collections of Nazarbayev University and its organizations and also esthetic decoration of Nazarbayev University and its organizations;

20) acquisition of laboratory expendable materials to provide activity of academic and/or scientific laboratories of Nazarbayev University and its organizations;

Subparagraph 21) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version)

21) acquisition of goods, works, and services required for the implementation of research programs, R&D projects and/or programs financed by the public bodies;

22) acquisition of goods, works, and services associated with introduction of new technologies from owner of this technology;

23) acquisition of services for access to online electronic full text, abstract, bibliographic etc. data bases, electronic collections of journals, e-libraries, e-collections of books and certain e-journals and books;

Subparagraph 24) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version)

24) acquisition of goods, works, and services if there is a need for procurement of daily and weekly demand (for the period from the date of publication and conclusion of procurement contract following the results of tender) according to the list approved by collegial executive body of the Client;

25) acquisition of services for selection and recruitment of the staff, graduates in accordance with statutory purposes of the Client;

26) acquisition of goods, works and services from strategic partners including their subsidiaries and also official dealers (distributors) in areas of medicine, education and/or science, methodological, methodical and/or material and technical support of medical activity, educational and scientific research processes, architecture, urban construction and/or construction;

27) if the client who has purchased goods, works, services from any supplier has a need to procure goods, works, services from the same supplier for the purposes of unification, standardization or providing the compliance with the goods, equipment, technology, works or services;

28) acquisition of works and services for repurchase and breaking of constructions on the plot of land allocated to the Client for capital construction of Nazarbayev University from a legal body the founder of which is the regional executive body;

29) acquisition of design services from a supplier that has rendered services for front end engineering design for the Client;

Subparagraph 30) has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

30) acquisition of work to launch scientific and academic laboratories of Nazarbayev University;

31) acquisition of goods, works, and services to fulfill obligations of the procurement contract concluded by the client as supplier;

Subparagraph 32) has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

32) procurement of goods, works and services from educational organizations and scientific institutions, as well as their affiliated organizations for implementation of the statutory activities of the customer;

Subparagraph 33) has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

33) payment for utility and maintenance services, services for provision of hotel rooms, apartments, maintenance of residential and/or commercial premises, as well as designated areas of Nazarbayev University and/or its organizations;

34) acquisition of services of phone, mobile communication, data communication (Internet, IP VPN), television;

35) *is excluded in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014*

Subparagraphs 36)-41) in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012

36) acquisition of services for rent of official non-residential facility;

37) acquisition of services within the framework of sanitary aviation for transportation and accompanying patients, and for medical services of hospitals with departments of sanitary aviation;

38) acquisition of medical services rendered by organizations of health care that operate in the field of blood service, sanitary and epidemiological welfare of population, prevention of HIV/AIDS and are state-owned or 100% (one hundred) per cent of shares (participation shares) of which are owned by the government;



39) acquisition of works, services that are rendered by research organizations accredited in the following fields: vivarium, selection of microorganisms, laboratory analysis of substances and materials;

40) acquisition of goods, services for production of image-building products;

41) acquisition of services for the preparation and obtaining of preliminary permissions and permits for design and/or construction of sites of Nazarbayev University, its organizations;

Subparagraph 42) in accordance with Resolution No. 12 of the Board of Trustees dd. September 12, 2013

42) procurement of goods, works, services for material and technical equipping of construction project of Nazarbayev University and/or its organizations prior to their start-up from the strategic partners performing complex works.

Clause 15-1 is added to the Rules in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012

Paragraph 15-1 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

15-1. Procurement is conducted in accordance with the civil legislation of the Republic of Kazakhstan in cases provided by Clause 15 of the Rules of this section in compliance with principles specified in subparagraphs 4), 5) of paragraph 3 of the Rules.

4. Procurement methods

16. A supplier except for the cases provided in Clause 15 of the Rules is selected with the help of the following methods:

1) tender. Tender can be held in two stages;

2) request for quotation;

3) from single source;

4) e-procurement;

5) is excluded in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014;

6) is excluded in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014;

Subparagraph 7) in accordance with Resolution No. 12 of the Board of Trustees dd. December 02, 2013

7) special procurement procedure.

17. Procurement method is chosen by the client individually on the basis of the Rules.

18. If procurement is conducted by tender and request for quotation the client has the right to divide:

1) non-uniform goods, works and services into lots according to their uniformity;

2) uniform works, services into lots according to place of performance and rendering;

3) uniform goods into lots according to types of uniform goods and/or

place of supply.

Examination of documents submitted for bidding, comparison and assessment and also selection of the winning bidder in cases provided in the given paragraph of the Rules are carried out for each lot.

5. Appointment of procurement administrator

19. In order to organize and conduct procurement the client has a right to appoint the procurement administrator.

Paragraph 20 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

20. The procurement administrator can be the client represented by its structural department responsible for procurement. Procurement of goods, works, and services, approval of membership of tender board, expert commission (expert), appointment of secretary of the tender board are documented by decision of the chief executive officer of the client or other authorized person.

Paragraph 21 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

21. For the purposes of procurement:

- 1) Nazarbayev University is entitled to act as a procurement administrator or to appoint the administrator for organization(s) of Nazarbayev University;
- 2) the customer is entitled to determine another organization of Nazarbayev University as the procurement administrator as agreed upon with it.

Paragraph 22 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

22. The tender documentation is approved by decision of the chief executive officer of the client or other authorized person.

23. *Is excluded in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).*

24. In cases of appointment of procurement administrator the client (s) submits the necessary documents to the procurement administrator:

- 1) copy of decision about appointing the procurement administrator, procurement of goods, works, and services, approval of tender documentation;
- 2) tender documentation signed with appendixes;
- 3) abstract from the approved procurement plan;
- 4) information about membership of expert commission (expert), representatives of the client (members of the tender board), and official responsible for cooperation procedures between tender/expert commissions.

25. The procurement administrator is not liable for the content of the tender documentation of the client.

26. The client (s) immediately informs the procurement administrator about all amendments and/or supplements in information provided in Clause 24 of the Rules.

27. According to the results of procurement the client (s) should conclude the procurement contract(s) with supplier(s) according to the decision of the tender board.

6. Procurement by tender

28. Procurement by tender provides the following sequential actions:

1) appointment of the procurement administrator except for Clause 20 of the Rules;

2) decision about procurement of goods, works, and services by tender, approval of membership of tender board, approval of membership of expert commission, appointment of expert (if needed), appointment of secretary of tender board;

3) approval of tender documentation;

4) advertising for procurement by tender by posting tender documentation on the website of the client;

5) receiving and registration of bid applications from potential suppliers to bid for a tender by the secretary of the tender board;

6) meeting of the tender board for opening the envelopes of tender bids from potential suppliers, documenting and signing of the Minutes of bid opening procedure and its posting on the website of the client;

7) consideration of tender bids from potential suppliers, evaluation of tender, documenting and signing of the Minutes of tender results and its posting on the website of the client;

8) conclusion of the procurement contract between the client and the winning bidder.

6.1. Tender board, expert commission (expert)

29. The tender board should include 3 (three) members or more. The tender board consists of the chairman, the deputy chairman and the members of the tender board.

30. The tender board operates from the effective date of the decision about its establishing and terminates its activities after the results of tender (in case if the tender failed) or from the date of conclusion of contract for procurement of goods, works, and services except for the case provided by Clause 88 of the Rules.

Clause 31 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

Paragraph 31 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

31. The chairman of the tender board can be the chief executive officer of procurement administrator, or the deputy chief executive officer of procurement officer, or other head of the procurement administrator.

In case of establishing a legal entity for the procurement the chief executive officer of the client, or deputy CEO of the client, or other authorized person shall be a deputy chairman of the tender board.

Number of members of tender commission from the client shall not be more than number of members of tender commission from the procurement administrator.

32. The chairman of the tender board shall:

- 1) plan and manage activity of the tender board;
- 2) chair at the meetings of the tender board;
- 3) perform other functions provided by the Rules.

33. If the chairman is away the deputy chairman of the tender board shall perform his/her functions.

34. Meetings of the tender board are conducted under condition of presence of simple majority of members of the tender board and are documented in Minutes which is signed sheet-by-sheet by members and the secretary of the tender board.

If a member of the tender board is not present the reason of his/her absence is stated in the Minutes of the meeting of tender board with reference to the document confirming the fact.

If the simple majority of members of the tender board is not present the procurement administrator for the purposes of quorum replaces the missing member of the tender board. The procurement administrator shall replace the missing secretary of the tender board and/or expert in a mandatory manner.

35. The decision of the tender board is made by an open vote and shall be deemed accepted if the majority of votes of the total number of the members vote for it. When taking decision the tender board takes into account the conclusion of

the expert commission (expert).

In case of equality of votes the vote of the chairman of the tender board shall be casting, if he/she is absent, the deputy chairman's vote is casting. In case of dissent any member of the tender board has a right for the special opinion which shall be stated in writing and added to the Minutes of the tender board.

36. If any member of the tender board expresses conflict of interests, he/she shall inform the secretary of the tender board about the fact which is recorded in the Minutes of the tender results. The member does not participate in taking decision of the tender board.

37. Organizational activity of the tender board is provided by the secretary of the tender board. The secretary of the tender board is not a member of the tender board and has no right to vote when taking decision by the board.

The secretary of the tender board shall:

- 1) prepare agenda of meeting of the tender board, provides the tender board with the necessary documents, organizes the meeting of the tender board;
- 2) document and sign the Minutes of bid opening procedure, Minutes of tender results and also other Minutes of meetings of the tender board;
- 3) ensure safety of documents and materials of procurement of goods, works, and services through tender method from the moment of bid opening;
- 4) perform other functions provided by the Rules.

38. In order to prepare technical specification, to determine the compliance of goods, works, and services proposed by the potential suppliers with requirements of tender documentation the client /procurement administrator has a right to establish the expert commission (expert).

39. If the client /procurement administrator has no specialists in the appropriate field to prepare the technical specification or to determine the compliance of goods, works, and services proposed by the potential suppliers with requirements of tender documentation the client /procurement administrator has a right to involve the government officials free of charge as experts or other experts both free of charge or for a fee as agreed between the parties.

The mandatory condition for involvement of any persons as experts is the compliance of his/her activity profile with procurement item.

40. If the expert commission is established the client /procurement administrator shall establish the expert commission among the experts involved and appoint the head of the expert commissions among them. The expert commission should include 3 (three) members or more.

41. The expert commission (expert) shall provide expert conclusion concerning the compliance of goods, works, and services proposed by potential suppliers with the technical specification and has no right to vote when taking decision by the tender board.

The expert conclusion is prepared in writing and signed sheet-by-sheet by members of the expert commission (expert) and added to the Minutes of tender results and is its integral part.

42. If an expert disagree with the expert conclusion he/she shall document his/her special opinion in writing which is added to the expert conclusion and is its integral part.

6.2. Tender documentation

43. Tender documentation should contain the following information:

- 1) name and location of the client /procurement administrator;
 - 2) e-mail of the internet resource on which it is planned to post information;
 - 3) information about amounts assigned for acquisition of goods, works, and services which are procurement items through tender, VAT exclusive;
 - 4) description and required technical, quality and operational features of goods, works, and services to be purchased including the necessary section of design specifications and estimates approved in due order, technical specifications and if needed – reference to the standard technical documents;
 - 5) amount of goods, volumes of performed works, services rendered which are procurement items;
 - 6) place and conditions of delivery of goods, performance of works and rendering of services;
 - 7) required terms (schedule) delivery of goods, performance of works and rendering of services, granting of a guarantee for the quality of goods, works, and services proposed;
 - 8) basic payment conditions and draft procurement contract specifying the essential conditions;
- Subparagraph 9) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).*
- 9) description of all necessary assessment criteria and comparison of bids



from potential suppliers impacting on the provisional price reduction;

10) conditions of change, content and amount of security of the bid provided in form of bank security;

Subparagraph 11) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

11) Requirements to content of quotation:

the quotation of potential supplier should contain the price for the item and also the total price for goods, works, and services with the expenditures included for transportation and insurance, payment of custom duties and other taxes and fees and also other expenses provided by conditions of delivery of goods, performance of works and rendering of services, VAT exclusive;

the quotation of potential supplier can contain discount to the total price of goods, works and, services allowed on conditions of the client determined in the tender documentation and also the total price (discount) allowed by potential supplier inclusive of alternative payment conditions.

The tender board has a right to accept the alternative payment conditions from the potential supplier;

12) requirement for a language of drawing up and submitting the bids;

13) currency or currencies in which the quotation of the potential supplier must be denominated.

If quotations of the tender bidder are denominated in different currencies so in order to assess and compare them they will be denominated in currency of the Republic of Kazakhstan – tenge according to the official rate established by the National Bank of the Republic of Kazakhstan as of the day of bid opening procedure;

14) list of documents submitted by the potential supplier as its confirmation (and its subcontractors (co-contractors) if the conditions of the tender documentation provide involvement of subcontractors (co-contractors) by the potential supplier) of compliance with requirements of the tender documentation;

15) maximum permissible volume of works and services which can be handed over to the subcontractors (co-contractors) by the potential supplier to perform works or render services which are items of procurement.

Handover of more than 2/3 (two-thirds) of total volume of works (construction pricing), services by potential supplier to the subcontractors (co-contractors) for subcontracting (co-operation) is not allowed;

16) conditions, volume and method of bid security for execution of procurement contract and/or bid security for execution of procurement contract to the amount of prepayment/advance payment (where such securing is provided by the tender documentation);

17) procedure, method, place and expiry date for submitting envelopes with the bid and required validity of bids;

18) conditions of holding of meeting with potential suppliers for clarifying of provisions of tender documentation (if a meeting with potential suppliers is provided by the tender documentation), and also methods by use of which the potential suppliers can inquire for the explanation of content of tender documentation.

The procurement administrator shall reply to the request within 3 (three) business days from the date of the request receipt without name of the person that has submitted the request and also inform all potential suppliers that have received the tender documentation about the explanation by posting the reply on the website where the tender documentation is posted;

19) procedure and terms of amendments and/or supplementations to the tender documentation.

The final date for submission of bids is renewed for not less than 5 (five) calendar days. The client / procurement administrator informs all potential suppliers that have received the tender documentation about all amendments and/or supplementations to the tender documentation and changed term for submission of the bid within 3 (three) business days from the date of approval of amendments and/or supplementations to the tender documentation by posting the amendments and/or supplementations on the website where the tender documentation is released;

20) reference to the right of the potential supplier to change or withdraw their bids before expiry of the final date for bid submission;

21) place, date and time of bids opening;

22) description of bids opening procedures, bids processing, their assessment and comparison;

23) information about reasons of bids rejection from potential suppliers;

24) procedure of conclusion of procurement contracts according to the results of tender;

25) information about reasons of declaring the potential supplier (s) as unreliable.

44. It is not allowed to refer to trademarks, service marks, firm names, patents, useful models, industrial models, appellation of origin of goods and name of the producer in the tender documentation, and also other features which determine belonging of goods, works, and services purchased to the certain potential supplier except as the goods are purchased for build-up, modernization and re-equipment of primary (installed) equipment.

Clause 45) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

45. The tender documentation provides obligatory criteria of assessment and comparison of bids impacting on the provisional price reduction:

1) potential supplier's experience on the market of goods, works, and services purchased within the last ten years (conventional decreasing in price by 1.5% (one point five percent) in three years of work experience and by 0.5% (zero point five percent) for each subsequent 1 (one) year, but no more than 5% (five percent) confirmed by appropriate originals or notarized copies of handover and acceptance certificates of goods delivered, works performed, services rendered;

2) if the warranty period of goods, works, and services in the bid is more than the basic period specified in the tender documentation (conventional decreasing in price by 1 % (one percent) for each year but no more than 5% (five percent). And the client has a right to specify the deduction value (in percent) from the price of procurement contract for the warranty period in the draft procurement

contract of the tender documentation.

46. The tender documentation provides that the tender participant may secure execution of the bid within a prescribed period to ensure that it:

1) does not withdraw or change or supplement the bid after expiry of bidding deadline;

*Subparagraph 2) is amended in accordance with **Resolution** No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).*

2) if it is selected as a winning bidder concludes the procurement contract with the client within the term prescribed by the Minutes of tender results and submits security of execution of the procurement contract and/or execution of the procurement contract to the amount of prepayment/advance payment (if tender documentation (draft procurement contract) stipulates such securing).

47. The bid is secured as a bank guarantee in an amount of 1% (one percent) from the sum allocated for the tender (lot) for acquisition of goods, works, and services. Validity of tender security can be not less than the bidding validity. And the bidding validity begins from the final date of bidding submission.

48. All bids which are not secured will be rejected by the tender board as they do not meet the requirements of the tender documentation.

49. Security of the bid provided by the potential supplier will be returned to its representative upon request in the cases of:

1) did retraction by the potential supplier before expiry of final date of bidding submission;

2) signing of the Minutes of tender results. This case does not apply to the potential supplier appointed as a winner and also the second-ranked participant;

3) entry into legal force of the procurement contract and submission of bid security for execution of the procurement contract by the winning bidder and/or security of the procurement contract to the amount of prepayment/advance payment (where the procurement conditions prescribe such securing);

4) expiration of validity of the bid.

50. Security of the bid provided by the potential supplier is withheld if:

1) the potential supplier withdraws or changes and/or supplements the bid after expiry of the final date of bidding submission;

2) the potential supplier that is declared as a winning bidder or is a second one according the results of comparison refuses to sign the procurement contract;

*Subparagraph 3) is amended in accordance with **Resolution** No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).*

3) having concluded the procurement contract the winning bidder failed or untimely complied with the requirement for securing and/or terms of securing execution of the procurement contract and/or securing execution of the procurement contract for the prepayment/advance payment specified in the tender documentation;

*Subparagraph 4) is amended in accordance with **Resolution** No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).*

4) the potential supplier is a non-resident of the Republic of Kazakhstan and fails to submit the notarized copy of license and/or copy of electronic license

from the state e-register of licenses to verify authenticity of the e-license issued (if the activity is subject to the compulsory licensing) within a period prescribed in the tender documentation.

51. The potential supplier does not secure the bid if it bids for the first stage of a tender by using the two-stage procedures.

Notification about tendering process, submission of tender documentation

52. The procurement administrator shall not less than 14 (fourteen) calendar days before the final date of bidding of potential suppliers:

- 1) post an advertisement for tendering process on the website of the client;
- 2) post the approved tender documentation on the website of the client.

It shall be valid as of the moment of posting on the website of the client.

53. The advertisement for the tendering process must contain the following information:

1) full name, electronic and mailing address of the client \ procurement administrator;

2) name of goods, works, and services performed;

3) name and also required volume, place and terms of delivery of goods, performance of works, rendering of services (the procurement administrator has a right to specify that the given information is contained in the tender documentation);

4) method of receiving a copy of tender documentation;

5) place and final date of bidding and also day, time and place of bids opening procedure;

6) condition of the potential supplier's available powers to bid for a tender.

The data contained in the advertisement for tendering process must comply with the data specified in the tender documentation.

Submission of tender documentation is not allowed before posting the advertisement on the website of the client.

54. The tender documentation is provided by the client \ procurement administrator from the website free of charge.

55. If the tender is conducted repeatedly according to sub-paragraph 1) of Clause 85 of the Rules the client / procurement administrator has a right 7(seven) calendar days before the final date of bidding by potential suppliers to perform arrangements specified in sub-paragraphs 1), 2) of Clause 52 of the Rules in case the conditions of the tender documentation are unchanged.

Content, execution and submission of the bid applications

56. The bid application is a consent form of potential supplier to deliver goods, perform works, and render services in accordance with requirements and conditions specified in the tender documentation.

57. The bid application must contain:

Subparagraph 1) is amended in accordance with Resolution No. 7 of the Board of Trustees dd.

November 12, 2012 (see previous version).

1) the bid application filled in and signed, affixed a seal (if available) of the potential supplier with the quotation, rejection of prepayment\ advance payment (if the basic conditions of payment provide prepayment/advance payment) of potential supplier in writing. In the last case the obligation to secure execution of procurement contract to the amount of prepayment\advance payment does not apply (if the procurement conditions provide such securing);

Subparagraph 2) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

2) offer filled and signed, affixed a seal (if available) of the potential supplier (if the client applies a draft contract in accordance with the international federation of engineers-consultants (FIDIC) in procurement);

Subparagraph 3) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

3) notarized copy of license and/or copy of e-license from the state e-register of licenses to verify the authenticity of data in the issued e-license (if the activity is subject to the compulsory licensing).

If the construction works and/or work package (if needed) are purchased the provisions of tender documentation can provide that in case of lack of appropriate license the potential supplier – non-resident of the Republic of Kazakhstan shall submit original letter of guarantee signed by the chief executive officer and affixed a seal (if available) of potential supplier about receiving of appropriate license if it is declared as a winning bidder and submits the notarized copy of license to the client within no more than 45 (forty five) calendar days from the date of signing of Minutes of results/Minutes of determining the potential supplier as winning bidder that has taken the second place according to comparison and assessment;

4) technical specification signed, affixed a seal (if available) of the potential supplier and other documents executed according to the requirements prescribed in technical specification of the tender documentation;

5) bid security in the form of a bank guarantee;

6) documents that confirm assessment and comparison criteria specified in Clause 45 of the Rules are applicable to the bid application;

7) the notarized copy of certificate of state registration (re-registration) of legal body,

for private persons – the notarized copy of document of state registration of individual entrepreneur;

for consortium - the notarized copy of consortium agreement concluded between consortium members and the notarized copies of certification of registration of business entity/state registration (re-registration) of each consortium member;

Subparagraph 8) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

8) a document containing information about founders:

the notarized copy of charter approved as required by law (in case of consortium participation the notarized copy of charter of each consortium member

is submitted),

the notarized copy of extract from the shareholder register issued no more than 30 (thirty) calendar days before the bid opening date.

If there is a register of partners of limited liability partnership the notarized copy of the extract from the partnership register must be submitted;

9) original or notarized copy of the document about appointment (election) of the chief executive officer of the potential supplier;

10) original power of attorney for a person (persons) representing interests of the potential supplier to sign documents that comprise the bid application except for the chief executive officer of the potential supplier who has a right to act on behalf of the potential supplier with full authority according to the charter of the potential supplier;

Subparagraph 11) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

11) data filled in and signed about subcontractors performing works/co-contractors rendering services affixed with a seal (if available) by the potential supplier (if the conditions of tender documentation provide involvement of

subcontractors/co-contractors by potential supplier).

In case of involvement of subcontractors for work performance (co-contractors for service rendering) which are procurement items the bid application should contain the notarized copies of licenses and/or a copy of e-license from the state e-register of licenses to verify authenticity of information in the issued e-license for works performed by the subcontractor (services rendered by the co-contractor), which assume activity to be subject to compulsory licensing.

58. The potential supplier – non-resident of the Republic of Kazakhstan shall submit the same documents specified in Clause 57 of the Rules as the residents of the Republic of Kazakhstan or documents containing the same information with notarized translation into language of tender documentation.

59. The validity period of the bid application must comply with the required validity period established in the tender documentation. The validity period of the bid application begins with the final date of submission of bid applications.

60. The bid application is submitted by potential supplier or its authorized person in a sealed envelope before expiry date of bidding for a tender specified in the tender documentation which must be bound, pages or sheets numbered, the last page or sheet must be certified by the signature and the seal (if available) of potential supplier.

The signed technical specification (bound, with numbered pages or sheets, the last page or sheet is affixed with the seal (if available)) and a bid security in the form of a bank guarantee are attached separately. Submission of the technical specification and bank guarantee bound as incorporated into the bid application is not a reason for its rejection.

If a bank guarantee is bound in the bid application, the bank guarantee will not be returned to the potential supplier.

61. On the front of sealed envelope with the bid application the potential

supplier should specify:

the full name and mailing address of potential supplier;
the full name and mailing address of the client /procurement administrator which must correspond to the similar data specified in the tender documentation;
name of tender (lot) to bid for which the bid application of potential supplier is submitted.

It is not allowed to submit an envelope with the bid application or documents and/or materials being a part of the bid for a tender after expiry of the final date for submitting an envelope with the bid application.

The envelope with the bid application submitted after expiry date established shall not be registered in register of bid applications and will be returned to the potential supplier.

62. The procurement administrator shall register in chronological order information about potential suppliers who have submitted envelopes with bid applications before expiry date established.

63. The potential supplier not later than the expiry date of submission of bid applications has a right:

- 1) to change and/or to amend the bid application submitted;
- 2) to withdraw its bid application not forfeiting the rights to return its bid security.

To amend and/or supplement, and also withdraw the bid application is not allowed after expiry of finale date of submission of envelopes with bid applications.

The Rules are supplemented with Clause 63-1 in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012.

63-1. Amending and/or supplementing the bid application can be documented in accordance with Clause 57, 60, 61 of the Rules and submitted as the bid application itself.

Withdrawal of the potential supplier's bid application is documented as a separate application in any form addressed to the client/procurement administrator.

64. The potential supplier incurs all expenses related to its bidding for a tender. The client /procurement administrator (tender board, expert commission (expert), secretary of the tender board) shall not be liable for reimbursement of such expenses irrespectively the results of the tender.

6.3. Bids opening procedure

65. The potential suppliers or their authorized representatives have a right to be present at meetings of the tender board on bids opening. Audio- and video-recording of meetings is allowed unless otherwise provided by the legislation of the Republic of Kazakhstan.

66. The tender board opens the envelopes with bid applications on the day, time and at place which are specified in the tender documentation.

When opening the envelopes with bid applications the tender board announces information about the list of documents and materials contained in the bid application.



67. Before beginning of the tender board meeting the secretary of the tender board controls the documented powers of representatives of potential suppliers to represent interests of potential suppliers when opening envelopes with bid applications.

68. The bid application will be opened even if only 1 (one) bid application (lot) is submitted.

69. A meeting of the tender board on bids opening takes place in the following sequence:

1) the chairman of the tender board or the person designated by the chairman:

informs attendees about:

membership of the tender board, the secretary of tender board;

any available requests from potential suppliers and about the meeting with potential suppliers on explanation of provisions of tender documentation;

any available fact and reasons of amending and supplementing the tender documentation;

the potential suppliers that submit bid applications at a stated time and register in register of bid applications;

announces other information for the tender;

opens envelopes with bid applications and reads a list of documents contained in the bid, and prices and discounts (if available) stated by potential suppliers in their quotations;

2) secretary of the tender board:

informs potential suppliers and their authorized representatives about terms of posting the signed Minutes of bids opening procedure on the website of the client;

asks the authorized representatives of potential suppliers whether they have any complaints or objections against the action (or inaction) of the tender board.

70. Secretary of the tender board documents the appropriate Minutes of bids opening procedure.

71. The Minutes of bids opening procedure is signed sheet-by-sheet by members of the tender board and by the secretary.

72. Not later than 3 (three) business days after the day of the said meeting of tender board the procurement administrator posts the signed Minutes of bids opening procedure on the website of the client.

73. Minutes of bids opening procedure of the tender board must contain the following data:

1) day, time and place of the meeting;

2) membership of the tender board;

3) name, legal address of potential suppliers that have submitted the bids within a prescribed period including date and time of submission of bids in a chronological order according to the register of bids for a tender;

4) information about content of the bids, prices and discounts (if any) specified by potential suppliers in their quotations;

5) information on withdrawal and changes of bid applications;



6) complaints or objections to the action (or inaction) of the tender board from the authorized representatives of potential suppliers during the meeting of tender board on bids opening.

74. If there are no bid applications, the Minutes of tender board meeting of bids opening procedure will be not documented.

6.4. Consideration of bid applications and results of a tender

75. Bid applications are considered by the tender board with respect to their compliance with requirements of tender documentation. The bid applications that have not been rejected for the reasons specified in tender documentation are compared and assessed by the tender board in order to select the winning bidder that has offered the minimal price.

76. The bids are considered by the tender board within not less than 10 (ten) business days after the date of opening the bid applications.

If goods, works, and services which have complicated technical characteristics and specifications are procured the bids can be considered by the tender board under involvement of expert commission (expert) within not less than 30 (thirty) business days after the date of opening the bid applications (if necessary). In this case this information should be specified in the tender documentation.

77. When considering the bid applications the tender board has a right:

1) to ask potential suppliers for materials and explanations that are required for consideration, assessment and comparison of bids (except for the price (discounts) offered and the technical specification);

2) to inquire the necessary information from the appropriate government bodies, legal bodies and private persons in order to clarify data of the bids.

It is not allowed for the tender board to make inquiries and other actions related to the conformation of the bid application with requirements of tender documentation consisting in adding the missing documents to the bid, replacement of documents, compliance of unduly executed documents with the said requirements.

78. It is not allowed to reject the bid application on the basis of the following formal grounds:

1) mistake, misprint or slip of pen in the bid application (except for the price (discounts) offered, technical specification, document confirming the bid security);

2) non-submission of information (about bank details, numbers of certificates and other information) in forms of documents submitted (except for the price (discounts) offered, technical specification, bid security) which does not impact on assessment and comparison of bids by the tender board.

79. Non-conformity of technical specification of potential supplier with technical specification specified in tender documentation is allowed if goods and services with better functional and other characteristics are offered and also if

better technological solutions and/or services, performance of works from better materials are offered. This information must be reflected in the report of expert commission (expert) (if it is established, involved).

80. The tender board rejects the bid if:

1) the bid application does not correspond to the requirements of tender documentation;

2) the potential supplier is an affiliated person of other potential supplier that has submitted a bid application (lot);

3) the quotation of potential supplier exceeds the sum allocated for procurement;

Subparagraph 4) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

4) potential supplier and/or its subcontractor (co-contractor)/legal entity that is a part of the consortium is included into the List of unreliable potential suppliers (suppliers).

81. Bids which are not rejected will be compared and assessed by the tender board according to criteria of the tender documentation. The winning bidder is selected on the basis of the minimal conditional price calculated under application of criteria contained in the tender documentation.

Potential supplier that takes the second place in accordance with the results of assessment and comparison is elected on the basis of price which follows after the minimal conditional price calculated with the help of criteria of the tender documentation.

If the conditional prices of tender quotations are equal the potential supplier that has submitted its bid application earlier is declared as a winning bidder (or potential supplier who takes the second place in accordance with the results of assessment and comparison).

82. The tender results are documented in Minutes. Minutes of tender results are signed sheet-by-sheet by members of the tender board and secretary.

83. The Minutes of tender results must contain information as follows:

1) place and time of summarizing;

2) bids of potential suppliers submitted for the tender;

3) amount that has been allocated for procurement prescribed in the procurement plan, VAT exclusive;

4) bids rejected and grounds of rejection;

5) potential suppliers that are recognized and comply with requirements of the tender documentation;

6) results of application of assessment criteria;

7) tender results;

8) amount and terms of conclusion of procurement contract if tender has succeeded;

9) winning bidder and potential supplier that has taken the second place;

10) data about sending requests to potential suppliers, appropriate government bodies, legal bodies and private persons according to Clause 77 of the Rules;

11) other information at the discretion of the tender board.

84. Tender shall be deemed null and void by tender board if:

- 1) there are no bid applications submitted;
- 2) less than 2 (two) bid applications of potential suppliers are submitted;
- 3) there are less than 2 (two) bid applications of potential suppliers remained after rejection by tender board on the grounds prescribed by Clause 80 of the Rules;
- 4) the winning bidder and potential supplier hat has taken the second place avoids conclusion of procurement contract;
- 5) the winning bidder does not provide a bid security of the procurement contract and\or of procurement contract to the amount of prepayment\advance payment in accordance with Clause 88 of the Rules (if the procurement conditions provide such bid security).

85. If the tender has been declared null and void the client has a right to make one of the following decisions:

- 1) to hold recurring procurement by tender method;
- 2) to change tender documentation and re-procure by tender method;
- 3) to procure from single source.

86. If procurement is conducted from single source in accordance with sub-paragraph 3) of Clause 85 of the Rules the client concludes the procurement contract under the terms and conditions provided in the tender documentation.

87. Procurement administrator not later than 3 (three) business days as of the date of signature of Minutes of tender results shall:

- 1) send a notification to the winning bidder;
- 2) post the Minutes of tender results on the website of the client.

88. The winning bidder provides the bid security of procurement contract which is provided in draft procurement contract to the tender documentation in form of a bank guarantee within 10 (ten) business days as of the date of conclusion of procurement contract.

The client has a right to prescribe the bid security of procurement contract to the amount of prepayment\advance payment and to establish the terms for submitting the security and if it is not available the amount of prepayment\advance payment is paid by the client as soon as the bank guarantee is provided.

If the bank guarantee is not provided within the prescribed period the client in its sole discretion terminates the procurement contract concluded, the bid security submitted by the potential supplier is retained and the tender board selects the potential supplier that has taken the second place as a winning bidder according to the results of comparison and assessment.

89. Decision of the tender board about selection of the potential supplier as a winning bidder that has taken the second place according to the results of comparison and assessment is documented in Minutes of selection of the potential supplier that has taken the second place and it must contain the sum and terms of conclusion of procurement contract. The procurement administrator shall not later than 3 (three) business days from the date of signing of Minutes:

- 1) send a notification to the winner;
- 2) post the Minutes about selection of the potential supplier as a winning



bidder that has taken the second place according to the results of comparison and assessment on the website of the client.

The first paragraph of Clause 90 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

90. The client within 10 (ten) business days as of the date of signing of Minutes of tender results /Minutes about determining as the bidding winner the potential supplier that has taken the second place according to the results of assessment and comparison shall sign and send the draft procurement contract to the winning bidder.

The potential supplier shall sign the draft procurement contract within 5 (five) business days upon sending the signed draft procurement contract by the client.

The Rules are supplemented with Clause 90-1 in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

90-1. If the potential supplier has not provided the signed procurement contract to the client within the terms that are established by the minutes of tender results, the client shall send information about including such potential supplier (supplier) into the List of unreliable suppliers (suppliers) as prescribed by the Executive body of Nazarbayev University, and the procurement administrator shall deduct the bid security of the potential supplier, and the tender board shall determine as the bidding winner the potential supplier that has taken the second place according to the results of comparison and assessment.

Clause 91 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012(see previous version).

91. If goods, works, and services with complicated technical characteristics and specifications (if required) are procured, and in cases prescribed in the second paragraph of sub-paragraph 3) of Clause 57 of the Rules the procurement contract shall be concluded within no more than 50 (fifty) calendar days from the date of signing of Minutes of tender results/minutes of determining the bidding winner the potential supplier that has taken the second place according to comparison and assessment. In this case this information must be specified in the tender documentation.

In cases provided in the second paragraph of sub-paragraph 3) of Clause 57 of the Rules the condition for concluding the procurement contract is submission of notarized copy of license and/or a copy of e-license from the state e-register of licenses to verify the authenticity of information of the issued e-license by potential supplier – non-resident of the Republic of Kazakhstan and if it/they are not provided within the prescribed period, the procurement administrator shall deduct the bid security provided by potential supplier – non-resident of the Republic of Kazakhstan, and the tender board shall select as the bidding winner the potential supplier that has taken the second place according to the results of assessment and comparison, and measures are carried out provided by Clause 89 of the Rules.

92. Amending and/or supplementing the essential provisions of the draft procurement contract is not allowed which can change the content of the procurement conditions.



93. Information about supplier that has not provided the bid security for the procurement contract and/or bid security for the procurement contract for the amount of prepayment/advance payment (if it is prescribed in draft procurement contract and tender documentation) in accordance with Clause 88 of the Rules is sent by the client to introduce such information about such supplier into the List of unreliable potential suppliers (suppliers).

94. If there are any breaches in the tender, the tender board shall annul summarizing the tender results/tender results, notify all potential suppliers that have submitted bid applications about such decision by posting the corresponding Minutes on website of the client, and return to the potential suppliers their securities of bid applications.

7. Procurement by two-stage tender

95. Tenders can be held in two stages if:

- 1) it is difficult to state technical characteristics and specifications of goods, works, and services purchased;
- 2) it is necessary to learn the possible ways of satisfying the client's needs and to choose the best of them;
- 3) it is desirable in the first stage of the tender to form a list of tender participants from which the goods, works, and services will be procured in the second stage of tender.

Paragraph 96 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

96. Procurement with the help of two-stage tender provides that the following successive measures are taken:

- 1) in the first stage the following measures are taken:
 - decision of the head of the client, or the deputy chief executive officer of the client or other authorized person about procurement of goods, works, and services by using the two-stage tender, approval of tender documentation;
 - decision of the procurement administrator about approval of membership of tender board, expert commission (expert), appointment of secretary of tender board;
 - posting a procurement announcement by using two-stage tender on the website of the client;
 - providing the potential suppliers with tender documentation;
 - receiving and registration of bids for the first stage of a two-stage tender from potential suppliers by the secretary of the tender board. Bids for the first stage of the two-stage tender are submitted without quotations;
 - meeting of the tender board for opening envelopes with bids for the first stage of a two-stage tender from potential suppliers, documenting the Minutes of bids opening;
 - consideration of bids for the first stage of a two-stage tender from potential suppliers by the tender board, selection of potential suppliers by tender board on the basis of proposed technical characteristics and specifications of goods, works,



and services purchased, ways of satisfaction of the client's needs, preparation of the list of participants for the second stage of tender, documenting the Minutes of results of the first stage of the two-stage tender, informing the potential suppliers that have participated in the first stage about its results;

2) in the second stage the following measures are taken:

if required amendments of the tender documentation by the client, including improvement of technical specification (technical requirements);

the client sends the improved tender documentation and/or technical specification (technical requirements) to the participants of the second stage of tender and invitations to submit tender proposals;

the tender board considers participants' tender proposals from the second stage of the tender, summarizing the tender results, documenting the Minutes of tender results;

the procurement administrator informs the participants of the second stage of the tender about its results by posting the Minutes of two-stage tender results;

conclusion of procurement contract between the client and the winning bidder.

97. Unless otherwise provided for in the Rules the tender procurement is used for holding of two-stage tender.

8. Procurement by RFQ

98. This procurement method is allowed if goods, works, and services are procured and if the sum provided by the procurement plan of appropriate goods, works, and services of the client for the next fiscal year does not exceed 5,000 (five thousand-fold) rate of monthly calculation index established by the law on republican budget for the appropriate fiscal year, VAT exclusive, and division of purchase volumes of homogenous goods, works, and services into parts is not allowed.

Paragraph 99 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

99. The procurement administrator shall post an electronic announcement on the website of the client not later than 5 (five) business days before deadline for submission of quotations.

100. E-announcement on procurement of goods, works, and services by RFQ must contain the following information:

1) full name and mailing address of the client \ procurement administrator;

2) description of procurement of goods, works, and services;

3) quantity of goods, volume of works performed, services rendered which are procurement items, including amounts allocated for procurement, VAT exclusive;

4) short description of procured goods (with specification of technical conditions), works, services;

5) place, terms of delivery of goods, performance of works and rendering of services;



6) place, terms of beginning and expiration of submission of quotations from potential suppliers;

7) request that the potential supplier submits necessary expenditures related to delivery of goods, performance of works, rendering of services into the quotation;

8) draft procurement contract with indication of essential conditions and addition of technical specification (if available);

9) required term of signing of contract for procurement of goods, works, and services.

The clause is supplemented with subparagraph 10) in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012.

10) information about the reasons for recognizing the potential supplier (supplier) as unreliable.

101. Submission of quotation by the potential supplier is a form of expression of its agreement to deliver goods, perform works and render services in accordance with requirements established in the e-announcement.

102. In order to bid for the procurement of goods, works, services the potential supplier submits 1 (one) quotation which contains the following documents:

1) signed quotation of a potential supplier affixed with a seal (if available) including the following information: name, legal and actual address, bank details of potential supplier; name, quantity, place and terms of goods to be delivered, works to be performed, services to be rendered; price for an item and the total price of goods, works, services, VAT exclusive;

2) copy of certificate of state registration (re-registration) of legal body or state registration of individual entrepreneur;

3) technical specification signed and affixed with a seal of potential supplier (if available) and other documents executed in accordance with requirements of technical specifications (if it is prescribed in the announcement of the client on procurement by RFQ);

Subparagraph 4) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

4) the notarized copy of license and/or copy of e-license from the state e-register of licenses to verify the authenticity of information of the issued e-license (if the activity provided by the procurement requirements is subject to the compulsory licensing).

103. Potential supplier-non-resident of the Republic of Kazakhstan submits the same documents provided by Clause 102 of the Rules as residents of the Republic of Kazakhstan, or documents containing the analogous data with notarized translation into language of e-announcement about procurement of goods, works, and services by RFQ.

104. On the front of the sealed envelope with the quotation the potential supplier must state:

1) the full name and mailing address of potential supplier;

2) name and mailing address of the client \ procurement administrator which must comply with the similar data specified in the e-announcement about



procurement of goods, works, and services by RFQ;

3) name of procurement of goods, works, services to bid for which the potential supplier must submit a quotation.

105. The quotation is sealed in an envelope and submitted by potential supplier to the client \ procurement administrator within the period which is indicated last in the e-announcement.

106. The envelope with the quotation submitted after the deadline is not registered in the register of quotations and will be returned to the potential supplier.

107. The client / procurement administrator shall:

1) monitor the data in the envelope with quotation specified in Clause 104 of the Rules. The envelopes with quotations that are documented in violation of the requirements of Clause 104 of the Rules will not be subject to registration and returned to the potential supplier;

2) receive properly documented envelopes with quotations and stae the following data in the register of quotations:

name of procurement of goods, works, services by RFQ;

full name of the client and procurement administrator, their mailing address;

full name of potential supplier's representative;

full name and mailing address of potential supplier;

date and time of registration of potential supplier's quotation.

108. The register of quotations must contain the list of potential suppliers that have failed to register with their quotations and the reason of the rejection. The register of quotations must be bound, sheets numbered and signed sheet-by-sheet by an executive in charge of the procurement administrator, the last page of the register of quotations must by indorsed by signature of an executive in charge of the procurement administrator and sealed by procurement administrator.

Clause 109 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

109. The client /procurement administrator shall open and analyze the quotations whether they comply with the requirements of e-announcement about procurement of goods, works, services by RFQ within 3 (three) business days after the deadline for submission of quotations from potential suppliers.

110. The Clause is excluded in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

111. If the minimal quotation is proposed by several potential suppliers, the potential supplier whose quotation is proposed earlier than quotations of other potential suppliers is selected as the winning bidder.

112. The quotation of potential supplier is subject to rejection if:

1) if it exceeds the amount allocated for procurement of the goods, works, services;

2) goods, works, services proposed by potential supplier do not comply with requirements of technical specification of the client;

3) the potential supplier does not agree with or proposes amendments and/or supplementations to procurement requirements except for the cases when



the potential supplier proposes better conditions of delivery of goods, performance of works, rendering of services, and better characteristics of goods, works, services procured;

4) potential supplier submitted more than 1 (one) quotation;

Paragraph 5 is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

5) potential supplier and/or its subcontractor (co-contractor)/legal entity which is a part of consortium is on the List of unreliable potential suppliers (suppliers).

The Clause is supplemented with subparagraph 6) in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

6) Documents, data that are provided as a part of the quotation do not meet the requirements of Clause 102 of the Rules.

Paragraph 113 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

113. In accordance with consideration of the results of the potential suppliers' quotations whether they comply with the requirements of e-announcement about procurement of goods, works, services by RFQ the results of procurement of goods, works, services by RFQ are approved by decision of the chief executive officer of the client \ procurement administrator or by the deputy chief executive officer of the client \ procurement administrator or by other authorized person.

114. The decision of approval of procurement of goods, works, services by RFQ must contain the data as follows:

- 1) full name of the client /procurement administrator, its mailing address;
- 2) name of procurement of goods, works, services;
- 3) name of potential suppliers that have submitted their quotation before the deadline for submission of quotations, prices for goods, works, services posted by them;
- 4) about quotations rejected, reasons of rejection;
- 5) about the winner of procurement by RFQ and about potential supplier that has taken the second place.

The procurement administrator shall post the decision on the website of the client not later than 2 (two) business days from the date of approval of procurement results by RFQ.

115. The client shall sign and send the draft procurement contract to the winner within 5 (five) business days from the date of approval of the procurement results by RFQ.

The draft procurement contract must be signed by the procurement winner or the winner selected in accordance with sub-paragraph 2) of Clause 117 of the Rules within 5 (five) business days from the date of sending the draft procurement contract by the client.

Amending and/or supplementing the substantial provisions of the draft procurement contract is not allowed if they can change the content of procurement conditions.

116. If the potential supplier has not submitted the signed procurement



contract to the client within a prescribed period then such potential supplier will be deemed as a supplier that avoids signing of procurement contract.

117. If the potential supplier is deemed as a supplier that avoids signing of procurement contract the client shall:

1) send information about such supplier for making entries on the List of unreliable potential suppliers (suppliers) in accordance with the procedure established by the Executive body of Nazarbayev University;

2) conclude the procurement contract with potential supplier that has taken the second place under conditions of the RFQ procurement.

118. The procurement administrator shall declare the RFQ procurement void if:

1) there are no quotations submitted;

2) less than 2 (two) quotations are submitted;

3) after rejection of quotations in accordance with the reasons prescribed in Clause 112 of the Rules there are less than 2 (two) quotations from potential suppliers remained;

Subparagraph 4) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).

4) the winner/potential supplier that has taken the second place avoids signing the procurement contract.

119. If the RFQ procurement is deemed void the client has a right:

1) to have repeat RFQ procurement;

2) to change essential conditions of e-announcement and to hold repeat RFQ procurement;

3) to procure from a single source.

120. If there are any violations of the procurement procedure by RFQ, the procurement administrator shall annul the decision about approval of the procurement results of goods, works, services by FRQ before conclusion of the procurement contract, inform all potential suppliers that have submitted their quotations about such decision by posting the appropriate decision on website of the client.

9. is excluded in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

121.

122.

10. Single source procurement

Paragraph 123 has been added to the clause in accordance with Resolution No.14 of the Board of Trustees dd. March 30, 2014

123. Single source procurement is conducted in accordance with the decision of the chief executive officer of the client or other authorized person if the procurement by one of the methods provided by sub-paragraphs 1), 2), 4) of



Clause 16 of the Rules is declared void.

124. If procurement by tender is announced void in accordance with sub-paragraph 3) of Clause 84 of the Rules and only one available bid application from potential supplier that has not been rejected the client has a right to procure from the potential supplier.

If RFQ procurement is declared void in accordance with sub-paragraph 3) of Clause 118 of the Rules and only one available quotation of potential supplier that has not been rejected the client has a right to conduct single source procurement from the potential supplier.

And the procurement contract must be concluded with the supplier under conditions provided by its bid application, the quotation. In such case the price of the procurement contract concluded must not exceed the price given in the bid application, quotation all taxes and other compulsory payments to the budget inclusive.

125. If procurement by tender, RFQ, electronic procurement is declared void for other reasons except for Clause 124 of the Rules, the client shall send a letter of invitation to the potential supplier about bidding for a procurement procedure, and the letter shall consist of data as follows:

- 1) name and location of the client;
- 2) description and required characteristics, quality and operation features of goods, works, services purchased, including technical specifications, plans, drawings and drafts with standard technical documents if necessary;
- 3) quantity of goods, volume of works performed, services rendered which are items of procurement;
- 4) place of delivery of goods, performance of works, rendering of services;
- 5) required terms of delivery of goods, performance of works, rendering of services, guarantee for quality of goods, works, services proposed;
- 6) payment conditions;
- 7) draft procurement contract with indication of essential conditions (if necessary) and also other conditions.

Paragraph 126 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

126. Potential supplier that desires to deliver goods, perform works, render services which are items of procurement from single source must submit the following information to the client within a prescribed period:

technical specifications and other documents issued in accordance with the requirements provided by technical specification (if thereof has been specified by the conditions of procurement);

information on potential subcontractors (associate contractors) involved by supplier ;

price quotation.

If necessary the client has a right to ask for the additional information or documents in order to identify the capability of potential supplier to deliver goods, works, services purchased.



127. The client shall sign and send the draft procurement contract to the potential supplier within 20 (twenty) business days as of the date of making decision about procurement of goods, works, services from single source.

The draft procurement contract must be signed by potential supplier within 5 (five) business days as soon as the client sends the signed draft procurement contract.

128. If the potential supplier has not provided the draft signed procurement contract within a prescribed period to the client, then such potential supplier is declared as a supplier that avoids signing the procurement contract.

11. Electronic procurement

129. E-procurement is conducted in accordance with the Rules of e-procurement and in accordance with the procedure established by the Executive body of Nazarbayev University.

Chapter 11-1 in accordance with Resolution No. 12 of the Board of Trustees dd. December 02, 2013

11-1. Special procurement procedure

129-1. Procurement under special procedure shall be carried out in order set by the Executive body of Nazarbayev University with an approval of the Board of Trustees of Nazarbayev University.

Paragraph 129-2 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014

129-2. Procurement under special procedure shall be carried out in the event of acquisition of housing under construction, excluding subparagraph 26) of paragraph 15 of the Rules, and construction of residential premises under investment projects for employees of Nazarbayev University and its organizations.

12. Conclusion of procurement contract

130. Procurement contract is concluded in accordance with conditions of draft procurement contracts which are a part of tender documentation, e-procurement or announcement about procurement of goods, works, and services by RFQ.

The price of procurement contract is fixed and cannot be changed during its execution increasingly except for the cases provided by Clause 132 of the Rules.

131. If the potential supplier fails to submit the signed procurement contract to the client within a prescribed period, or after conclusion of the procurement contract fails to submit bid security for the procurement contract and / or security for procurement contract to the amount of prepayment/advance payment according to the procurement contract, then such potential supplier is declared as a supplier that avoids signing the procurement contract.

Paragraph 132 has been added to the clause in accordance with Resolution No. 14 of the Board of Trustees dd. March 30, 2014



132. The procurement contract cannot be amended in such way if the amendments influence on conditions which are the basis for the selection of supplier, subject of contract, price of contract, term of delivery of goods, performance of works, rendering of services except for the cases provided in the given Clause.

The procurement contract is amended by mutual agreement of the parties taking into account provisions of the Rules and legislation of the Republic of Kazakhstan in the following cases:

1) regarding price reduction for goods, works and services and, accordingly, procurement agreement prices;

2) regarding the increase of price of procurement contract due to increase of demand of the client for the volume of goods, works and services purchased and regarding the appropriate change of period of execution of procurement contract if the price remains the same for a unit of goods, volume of acquired works and services, including for the future fiscal years in accordance with the Budget and decision of the executive body of client but no more than 3 (three) years;

3) regarding the change of the delivery date of goods, works and services in the event the supplier offered better qualitative and/or technical characteristics or terms and/or conditions of delivery of goods, works and services, which is the subject of the procurement agreement at the same price for a unit and for works and services;

4) regarding the change of price of procurement contract in accordance with design specifications and estimates approved and verified by the State expertise in accordance with the legislation on architecture, urban construction and construction activity of the Republic of Kazakhstan;

5) regarding the extension of terms of the procurement contract execution when performing construction works and services rendered by an engineer because of unfavorable weather conditions that hinder performance of works which are subject of the procurement contract, and also due to activity of the client and/or activities of other suppliers of the client at the construction site which hinder timely execution of the procurement contract. The circumstances for extending the terms of the procurement contract execution provided in the given sub-paragraph must be documented before concluding the appropriate agreements to the procurement contract;

6) regarding the change of price per commodity unit, which is regulated by the state to ensure the price is within the cost standards maintained by the government agency on regulation of natural monopolies and at the regulate markets.

132-1. In order to ensure the uninterrupted operation, the customer has the right to extend for one quarter the agreement for the procurement of goods, works and services of daily or weekly need according to the list approved by the executive body of the customer, in an amount not exceeding the value of such goods, works and services used in the same quarter of the past year.

133. Amendments and additions to the procurement contract shall be documented in the supplement agreement and be its integral part.



134. Execution of procurement contract in the form proposed by the supplier is allowed with account of the legislation requirement of the Republic of Kazakhstan.

13. Execution of procurement contract

135. The procurement contract is executed in accordance with the civil legislation of the Republic of Kazakhstan, the Rules and by-laws of the client that regulate preparation, conclusion and execution of contracts.

136. If supplier fails or partially fails to perform the procurement contract obligations, the client retains the security for the procurement contract and/or security for the procurement contract to the amount of prepayment/advance payment.

14. Additional provisions

137. Authorized body for procurement shall:

- 1) carry out technical support in procurement matters;
 - 2) consider written requests and complaints from potential suppliers (suppliers);
 - 3) request from organizations of Nazarbayev University for necessary documents, reports, inquiries including necessary for examination of complaints from potential suppliers (suppliers);
 - 4) according to the results of examination of written requests and complaints from potential suppliers (suppliers) send offers and guidelines to the management of organizations of Nazarbayev University for adoption of requisite measures in the procurement sphere;
 - 5) take part in the development and introduction of information systems in the procurement sphere;
 - 6) if necessary control accuracy of reported data, materials and information on procurements submitted by organizations of Nazarbayev University in the procurement sphere;
 - 7) prepare and keep the List of unreliable potential suppliers (suppliers);
- Subparagraph 8) is amended in accordance with Resolution No. 7 of the Board of Trustees dd. November 12, 2012 (see previous version).*
- 8) have a right to take measures of control in organizations of Nazarbayev University for compliance with the requirements of procurement-related by-laws.

138. Potential suppliers have a right to appeal against the actions and decisions made by the client, procurement administrator and also by other persons, including members of the tender board, expert commission (expert) in accordance with the legislation of the Republic of Kazakhstan.

139. The client's decision about procurement waiver that has been taken in accordance with Clause 8 of the Rules shall not be appealed.

15. Final provisions



140. Procurement procedures that has begun (announced) before implementation of the Rules are carried out in accordance with the Rules for procurement of goods, works, and services of the joint-stock company Nazarbayev University and organizations fifty or more shares interests (share of participation) of which are directly or indirectly owned by the joint-stock company Nazarbayev University approved by Resolution of Board of Directors No 5 dd. February 19, 2010 (hereinafter – Procurement Rules), Rules for procurement of goods, works and services of the private entities of Nazarbayev University, Rules for procurement of goods, works, and services made of the joint stock company “National analytical center affiliated to the Government of the Republic of Kazakhstan”, which have been valid on the date of taking decision about procurement.

141. Procurement of goods, works, and services by the joint stock company “National medical holding” and its subsidiaries and/or related organizations is regulated by provisions of the Procurement Rules before the joint stock company “National medical holding” is excluded from the List of national management holdings, national holdings, national companies established by Resolution No. 376 of the Government of the Republic of Kazakhstan dd. April 6, 2011 (hereinafter – the List). As soon as the joint stock company “National medical holding” is excluded from the List, the Procurement Rules become invalid.

