



Rules for selection of specialized suppliers of the autonomous organization of education «Nazarbaev University» and its organizations

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These Rules for selection of specialized suppliers of the autonomous organization of education «Nazarbayev University» and its organizations (hereinafter “Rules”) determine the procedure of approval of selection criteria, generation and keeping unified register of specialized suppliers of “Nazarbayev University” and its organizations, and procedure of procurement of goods (works/services) from specialized suppliers.

1. Terms and definitions

1.1. The terms and definitions in these Rules covered by the Rules of procurement of goods, works, services approved by decision of the Board of Trustees of “Nazarbayev University” dated August 30, 2014 No.16 (hereinafter “Procurement Rules”) and determined by these Rules:

customer – the autonomous organization of education “Nazarbayev University” or its organizations;

initiator – structural subdivision/ organization of Nazarbayev University interested in procurement of goods (works/services) from specialized suppliers under framework agreement;

types of goods (works/services) – complex of goods (works/services) of certain group unified by common name and objective, and correspondent to paragraph 2.2 of the Rules;

commission – constantly acting collegial managing body exercising functions in accordance with these Rules;

tender documentation – documentation that defines terms and procedure of tender for selection of specialized suppliers placed on the internet-resource of “Nazarbayev University” according to Attachment 3 of the Rules;

acceptance – response of the customer that it accepts offers of specialized supplier;

offer – offer of specialized supplier that provides essential conditions of goods supply (works/services performance) and form of agreement to provide supply of goods (works/services performance);

registry of specialized suppliers of “Nazarbayev University” and its organizations (registry) – unified list with data on specialized suppliers of certain types of goods (works/services) and placed on the internet-resource of “Nazarbayev University”;

framework agreement – contract of adhesion that provides general conditions of goods supply (works/services performance) placed on the internet-resource of “Nazarbayev University” according to Attachment 5 of the Rules;

authorized body on procurement issues – structural subdivision of “Nazarbayev University”, which functional responsibilities include arrangement and procurement procedure issues.

2. General provisions

2.1. Procurement of goods (works/services) by purchasing from specialized suppliers is allowed in case of purchasing of goods (works/services) for annual needs

of the customer to provide its continual activity.

2.2. Within these Rules the goods are purchased as inventories, and works, services for annual needs to provide continual activity of customer in accordance with its charter activity and meeting the following requirements:

1) presence of competitive environment among potential suppliers in the market of goods, works and services to be purchased;

2) goods, that do not require extended storage (no more than six month) in the customer's warehouses;

3) works and services, that do not belong to continuous (daily) requirements;

4) goods, works and services, that are not connected with capital investments (investment budget).

2.3. Based on the results of a tender held, potential suppliers, complying with the requirements of tender documentation and selection criteria, are registered by the decision of the commission.

2.4. Suppliers' purchase of good(s) (works/services) from specialized supplier according to the Framework agreement is allowed subject to the availability in the register of no less than 2 (two) specialized suppliers for one particular type of goods (works/services) to be purchased.

3. Specialized suppliers selection procedure

§ 1. Commission, secretary of Commission

3.1. Executive Vice-President of "Nazarbayev University" or any other authorized person makes a decision on the formation of a committee and approval of its composition.

3.2. Composition of Commission shall comprise no less than 5 (five) person and consist of the Chairman, Vice-Chairman and other members of Commission.

3.3. Sessions of a Commission are held subject to the presence of ordinary majority of Commission members.

Vice-Chairman of the Commission acts for the Chairman during his absence.

In case of absence of Commission member absence reason is indicated in the Minute

3.4. The Commission decision shall be taken by open voting and deemed accepted if the majority of votes of the total number of attendees on Commission member's session is casted.

In case of equality of votes the decision, for which the Chairman of the Commission has voted, deemed to be accepted.

In case of disagreement with the decision of Commission, the Commission member is entitled to express special opinion, which shall be stated in written and attached to the Minute of Commission session.

If any member of Commission has conflict of interests, this person notifies Secretary of that fact, which is evidenced in the Minute. In such case this person does not participate in decision making by the Commission.

3.5. The Commission exercises following functions:

1) considers projects of selection criteria and where required makes

proposals about introduction of amendments to the projects of criteria;

- 2) approves selection criteria for particular types of goods (works\services);
- 3) makes decision on holding of a tender;
- 4) considers potential suppliers' application for participation in tender for selection of specialized suppliers (hereinafter "Applications").
- 5) makes decision on registration of specialized suppliers;
- 6) makes decision on deregistration of specialized suppliers in the cases, provided for in sub paragraphs 1)-3) of the paragraph 4.3 of the Rules;
- 7) on the yearly base considers issue of necessity of register's renewal for the types of goods (works/services);
- 8) exercises other functions provided by the Rules.

3.6. The Commission decision is documented by the Minute, in every page of which there shall be the signature of Commission member attended and the Secretary.

3.7. Organizational activity of the Commission is provided by the Secretary, which is not member of the Commission and has not the right to vote during decision making by the Commission.

Secretary of the Commission is appointed from among the workers of authorized body on procurement issues.

3.8. Secretary of the Commission exercises following functions:

- 1) documents and places on the internet-resource of "Nazarbayev University" announcement about holding of a tender for selection of specialized suppliers;
- 2) organizes conduction of Commission session;
- 3) accepts and registers applications of potential suppliers in the registration log of potential suppliers' applications (hereinafter "Register");
- 4) prepares Minutes of the Commission and provides them with the signatures of Commission members;
- 5) provides preservation of the materials under internal documents of "Nazarbayev University";
- 6) exercises other functions provided by the Rules.

§ 2. Specialized suppliers selection criteria

3.9. For the approval of selection criteria the Initiator makes following actions:

- 1) develops the project of selection criteria under Attachment 1 to the Rules subject to the principles of procurement Rules with regard to providing potential suppliers with equal opportunities for participation in the procedure of carrying out the procurement on the base of fair competition;
- 2) coordinates the project of selection criteria with interested structural subdivision of the customer(s), procurement subdivision of the customer and supervising head of Initiator's structural subdivision;
- 3) sends agreed project of selection criteria to "Nazarbayev University".

3.10. The project of selection criteria shall take into account, but not limited: work experience at the market for realization of particular types of goods (works/services) according to the main subject of its activity;

quantitative and/or qualitative indicators of goods (works/services);
presence of discounts and/or other favorable terms of goods supply
(works/services performance).

In selection criteria it is not allowed to indicate requirements about presentation of the originals/copies of technical certificates, some concrete forms of authorization documents, trademarks, service marks, commercial name, patents, utility models, industrial samples, the name of a place of origin of a commodity and producer, and also other characteristics determining the appliance of a good (work/service) to be purchased to the certain potential supplier.

3.11. Initiator is eligible at any stage to shelve, make modifications in the project of selection criteria before submission to the Commission.

3.12. The term for consideration by the Commission of selection criteria shall not exceed 20 (twenty) business days from the date of receiving from initiator the agreed/revised project of selection criteria.

3.13. In the event of proposition by the Commission to make modifications in the project of selection criteria, the initiator forwards the project of selection criteria again with consideration of recommendations of the Commission. The term of repeated forwarding criteria project shall not exceed 10 (ten) business days.

3.14. The Commission is eligible to deny initiator approval of selection criteria with reason of such a denial.

§ 3. Consideration of applications of potential suppliers

3.15. Based on approved selection criteria for every particular type of goods (works/services) “Nazarbayev University”, represented by authorized body on procurement issues, organizes tender for selection of specialized suppliers.

3.16. The Commission secretary within 5 (five) business days from the date of decision making about holding of a tender places on the internet-resource of “Nazarbayev University”:

1) announcement about holding of a tender for selection of specialized suppliers according to Attachment 2 to the Rules;

2) approved selection criteria for particular type of goods (works/services).

3.17. The term of application by potential suppliers is no more than 30 (thirty) calendar days from the date of placement of an announcement.

3.18. The Commission secretary prepares register for every tender. This register shall be sewed together, the pages shall be numbered and the last page signed by the Commission secretary and sealed. After final date of submitting the envelope, the head of procurement subdivision receives the register for the sign.

3.19. The Commission secretary receives and registers applications of potential suppliers prior to the expiration of the final date of their submitting.

The register shall contain the name, location of potential supplier and the date of filing of application.

3.20. The Commission considers applications of potential suppliers for compliance with requirements of tender documentation and selection criteria and makes decision about registration. The term for application processing and decision making by the Commission is no more than 20 (twenty) business days from the

moment of final date of application submission.

3.21. The Commission, if required, is eligible to carry out site visit, request additional information from potential suppliers or any other person or entity that has made an application. In such case the term for processing in an application of potential supplier may be extended on the resolution of the Commission.

3.22. Potential suppliers are not subject to be registered in cases of:

1) application's noncompliance with the requirements of tender documentation and/or selection criteria, and also in cases of adverse opinion after considering the results of the site visit;

2) presence in the List of uncertain potential suppliers (suppliers) of "Nazarbayev University";

3) potential supplier is an affiliated person of the other potential supplier who has submitted application for the same tender.

4. Forming and maintenance of register

4.1. Potential suppliers, on which there is favorable decision of the Commission, are registered.

4.2. The register is formed by the authorized body on procurement issues in accordance with Attachment 4 to the Rules.

4.3. Specialized suppliers are in the register until occurrence of one or several below-listed events:

1) presence of specialized supplier's written application of deregistration;

2) registration as an uncertain potential suppliers (suppliers) of "Nazarbayev University";

3) if specialized supplier within 2 (two) years from the date of registration did not provide the supply of goods (works/services performance);

4) after 3 (three) years.

In cases provided for in sub paragraphs 1)-3) of this paragraph of the Rules, the Customer, within 5 (five) business days from the date of occurrence of such an event, sends an official note (written request) to the "Nazarbayev University" and submits confirmation documents for deregistration.

4.4. Decision about deregistration of specialized supplier, except for sub paragraph 4) of the paragraph 4.3. of the Rules, is made by the Commission within 10 (ten) business days from the date of receiving the information with confirmation documents.

4.5. Expansion of the register and/or introduction of amendments to it is carried out by authorized body on procurement issues within 3 (three) business days from the date of decision making by the Commission.

5. Procedure for procurement of goods (works/services) from specialized suppliers

5.1. Procurement of goods (works/services) from specialized suppliers is reflected in the register of target procurement of goods, works and services of the customer for the current year in accordance with the established procedure.

5.2. Procurement of certain type of goods (works/services) from specialized suppliers is regulated by Framework agreement on procurement of goods (works/services), which has the status of an affiliation agreement. Introduction of amendments and/or expansion of Framework agreement by the Parties are not allowed.

From the moment of registration of specialized supplier, the tender participant accepts all provisions of the Framework agreement on goods supply (works/services performance).

5.3. Customer's procurement of goods (works/services) from specialized suppliers is carried out in the following procedure:

1) initiator executes application in accordance with Attachment 1 to the Framework agreement. In application, it is not allowed to request again the documents from specialized suppliers, which were represented within application for tender. Also it is not allowed to indicate requirements about submission in the framework of the offer the originals/copies of technical certificates, authorization documents and other requirements determining the appliance of a good (work/service) to be purchased to the certain potential supplier;

2) subdivision of customer's procurement within 3 (three) business days coordinates the drawn up application with respect to compliance with the register of target procurement as well as the list of requested documents;

3) the application is signed by the head or supervising head or any other authorized person of the customer and is deemed to be request towards specialized suppliers to provide the offers;

4) subdivision of customer's procurement, within 2 (two) business days from the day of signing the application, sends it to all specialized suppliers for the certain type of goods (works/services) and places application on the internet-resource of the customer;

5) all offers, received within 5 (five) business days from the date of receiving the application, are registered in the subdivision of customer's procurement and placed on the internet-resource of the customer within 2 (two) business days from the date of final term of submission of offers;

6) after receiving the offers from specialized suppliers in form under Attachment 2 to the Framework agreement, the subdivision of customer's procurement carries out selection of offers of a specialized supplier under favorable terms of goods (works/services) supply, with suggest of:

the best technical (qualitative) characteristics of goods (works/services), and/or

minimal costs of goods (works/services).

Specialized supplier's offer selection is carried out within 3 (three) business days from the date of final term of submission of offers with observance of principles of the paragraph 2.2. of the Procurement Rules and the paragraph 2.4 of the Rules.

In this case, selection of one offer among all provided offers is allowed.

7) from the date of carrying out the selection of supplier, the customer's procurement subdivision within 5 (five) business days:

executes the draft acceptance of goods (works/services performance) supply in 2 (two) copies in accordance with Attachment 3 to the Framework agreement;

registers and submits the draft acceptance to the head or any other authorized person for the signature;

sends the original of signed acceptance to specialized supplier, offer of which was selected and places the acceptance on the internet-resource;

transfers to the initiator the originals of selected offer and accept for the following execution.

5.4. It is not allowed to make changes and/or additions to the application, offer and acceptance after carrying out the selection of the offer except for the reduction in the acceptance of the names of goods (works/services), their quantity/volume and/or the cost by signing by the parties the appropriate additions to it.

5.5. Annual actual amount of purchased goods (works/services) shall not exceed the annual target amount provided in the register of the customer.

5.6. Subdivision of customer's procurement monitors the executed procurements from specialized suppliers for compliance with the register of the target procurement of goods (works/services).

5.7. Relevant documentation, including copies of the necessary documents for the procurement of goods (works/services) by the way of procurement from specialized suppliers, is stored in the subdivision of customer's procurement.

5.8. If the offers of specialized suppliers do not meet the customer's request or there presented at least two (2) offers, the customer shall be entitled to purchase goods (work/services) by other means provided by the Procurement Rules.

6. Responsibility

6.1. Procedure for prosecute members of the Commission, the initiator, the customer's procurement department employees for a breach of this Rules is defined according to the legislation of the Republic of Kazakhstan and internal documents of "Nazarbayev University" and the customer duly approved.

Draft selection criteria of specialized suppliers*
(the name of the type of goods (works/services) is indicated)

Overview**:

Feasibility of goods (works/services) purchase for annual demands in order to
provide continual activity *** _____

Target amount for the current year (period) _____ tenge,

Delivery conditions (for example, *INKOTERMS– 2010*) _____

Summary of the goods (works/services): _____

#	Criteria	The list of documents to be submitted by potential supplier for acceptance of compliance with selection criteria	Feasibility of selection criteria***
1	2	3	4
1			
2			
...			

* The project of selection criteria is developed in compliance with the principle of Procurement Rules with regard to providing potential suppliers with equal opportunities to participate in procurement procedure on the base of fair competition.

**If necessary the initiator can change/amend the overview.

***While placing on the internet-resource this information is not indicated.

Title, full name, signature of the head of initiator's structural subdivision

Title, full name of the executor and contact number

Agreed:

Supervising head of initiator's structural subdivision

Interested structural subdivisions of the customer(s)

Customer's procurement subdivision

Announcement about selection of specialized suppliers

Autonomous organization of education “Nazarbayev University” (hereinafter “the University”), 53 Kabanbay batyr Ave., Astana city, announces tender for selection of specialized suppliers for the procurement of

(the name of the certain types of goods (works/services)).

Potential suppliers are admitted to the tender: persons who conduct entrepreneurial activity, entities that comply with the requirements of tender documentation on selection of specialized suppliers approved by the resolution of the Managing Council of “Nazarbayev University” dated _____ 20__ # ____ (hereinafter “tender documentation”), and with the selection criteria, placed on the internet-resource of the University.

Potential supplier is eligible to file an application to the University with written request about interpretation of the provisions of tender documentation and/or selection criteria no later than *(indicate the date)* in accordance with the paragraph 2.1. of the tender documentation.

Application for participation in the tender on selection of specialized suppliers (hereinafter - application) is submitted (sent) by potential supplier in closed envelope at the address: room # ____, 53 Kabanbay batyr Ave., Astana city, Nazarbayev University.

The deadline of application submission: ____ h "____" _____ 20__.

Potential suppliers complying with the requirements of tender documentation and selection criteria are to be registered in the Register of specialized suppliers of "Nazarbayev University" and its organizations on the resolution of the Commission within 20 (twenty) business days from the final date of application submission.

You can get additional information by telephone(s): *(indicate full name, title and contact number)*

Tender documentation on selection of specialized suppliers

1. General provisions

1.1. This tender documentation on selection of specialized suppliers (hereinafter- tender documentation) is developed with the aim of determining the procedure for carrying out tender for selection of specialized suppliers by the Autonomous organization of education “Nazarbayev University” (hereinafter- the University) and its organizations for purchasing goods (works/services) according to the name indicated in the announcement.

2. Explanation of the provisions of tender documentation

2.1. Potential supplier is eligible to send to the University at the address, indicated in the announcement, written request for explanation of the provisions of tender documentation and selection criteria no later than the date, indicated in the announcement.

2.2. The University, no later than 4 (four) business days prior to the deadlines for application submission, responds to it without indicating information about person who has sent the request and places explanation on the internet-resource of the University.

3. Commission, secretary of Commission

3.1. The Standing Commission of the University consisting of the chairman, vice-chairman and other members of Commission executes the following functions:

- 1) makes decision on holding of a tender;
- 2) considers applications;
- 3) makes decision on registration of specialized suppliers in the Register of specialized suppliers of “Nazarbayev University” and its organizations (hereinafter “Register”);
- 4) makes decision on deregistration of specialized suppliers in the cases provided for in sub paragraphs 1)-3) of paragraph 8.2. of tender documentation;
- 5) on the yearly base considers issues about need for renewal of the register for the types of goods (works/services);
- 6) executes other functions as provided for in the tender documentation.

3.2. Commission sessions are held subject to the presence of ordinary majority of Commission members. In the event of absence of Commission member in Protocol the reason for his absence is indicated.

3.3. Decision of Commission is made by open voting and deemed accepted if

the majority of votes of the total number of attendees on Commission member's session is casted.

3.4. In case of equality of votes the decision, for which the Chairman of the Commission has voted, deemed to be accepted. In case of disagreement with the decision of Commission, the Commission member is entitled to express special opinion, which shall be stated in written and attached to the Minute of Commission session.

3.5. If any member of Commission has conflict of interests, this person notifies Secretary of that fact, which is evidenced in the Minute. In such case this person does not participate in decision making by the Commission.

3.6. Decision of Commission is drawn in the Protocol.

4. Requirements for tender participants

4.1. Potential suppliers can participate in tender: individuals who conduct entrepreneurial activity, and legal entities.

4.2. Potential supplier complying with the requirements, set out in tender documentation and selection criteria, is eligible to submit application for registration.

4.3. Potential supplier in witness of its compliance with general requirements submits to the University following documents:

1) completed and signed application with the seal (if available) of potential supplier in accordance with Attachment 1 to the tender documentation;

2) hard copy of e-document of certificate of registration/reregistration of legal entity issued by relevant state agency no later than 10 (ten) business days prior the date of application registration, or

the copy of the document of registration as business entity issued by the relevant state agency;

3) the document containing information about founders (participants or shareholders), if the Charter does not contain information about founders or the composition of founders: notarized copy of an extract from the constituent documents containing information about founder or the composition of founders or the original of extract from the Register of shareholders signed and sealed in established procedure and issued no more than 30 (thirty) calendar days prior to the date of opening of envelopes;

in the event of participation of non-resident of the Republic of Kazakhstan, the latter submits the copy or the original of extract from trade register with the translation into the language of tender documentation, notarized in accordance with legislation;

4) the original or copy of the power of attorney for the right to sign the application to the person representing interests of potential supplier, except for the head of potential supplier, that has the right to act on behalf of potential supplier without Power of attorney in accordance with the Charter of potential supplier. The Power of attorney shall be filed in accordance with the legislation of the Republic of Kazakhstan;

4.4. Potential supplier provides the documents confirming the compliance

with selection criteria.

4.5. Potential supplier - the non-resident of the Republic of Kazakhstan submits the same documents, provided for in the paragraph 4.3. of tender documentation, as well as the residents of the Republic of Kazakhstan or copies of the documents comprising the same information of potential supplier - non-resident of the Republic of Kazakhstan with the translation into the language of tender documentation, notarized in accordance with legislation. During considering by the Commission of the application the translation will prevail.

4.6. Potential supplier submits to the University only one application prior to the submission deadline specified in the announcement, in compliance with paragraph 6.1 of the tender documentation.

4.7. The application is drawn up in the language of an announcement.

5. Procedure for application submission

5.1. The application is submitted by potential supplier in written form to the Commission secretary by expedited handling or by the use of insured postal mail in closed envelope at the address no later than the date, indicated in the announcement.

5.2. Potential supplier shall indicate the name, location of the University and potential supplier and also the name of tender on the front page of closed envelope with the application.

5.3. The envelope with application or any other documents and/or materials, samples, that are part of application submitted after expiration of final term of its submission, is not subject to registration and it is returned to the potential supplier.

5.4. Potential supplier shall bear all the costs associated with its participation in tender. The University is not liable for compensation of any loss of potential supplier in connection with its participation in tender.

6. Changing and cancellation of application

6.1. Potential supplier prior the expiration of the final date of application is eligible to change/amend/withdraw the application or/and resubmit it.

6.2. Changes and/or amendments to the application shall be filed, covered and submitted in the same way as the application.

6.3. Cancellation of application of potential supplier is filed in written in any format at the address, indicated in application.

6.4. It is not allowed to expand and/or make amendments, withdraw application after expiration of the final term for envelope submission with the application.

7. Consideration of applications

7.1. Applications of potential suppliers are considered by the Commission for the compliance with the requirements of tender documentation and selection criteria.

7.2. The term for consideration of applications and decision making by the Commission is no more than 20 (twenty) business days from the final date of application submission.

7.3. The Commission, if required, is eligible to carry out site visit, request additional information from potential suppliers or any other person or entity that has made an application. In such case the term for processing in an application of potential supplier may be extended on the resolution of the Commission.

7.4. Potential suppliers are not subject to be registered in cases of:

1) application's noncompliance with the requirements of tender documentation and/or selection criteria, and also in cases of adverse opinion after considering the results of the site visit;

2) presence in the List of uncertain potential suppliers (suppliers) of "Nazarbayev University";

3) potential supplier is an affiliated person of the other potential supplier who has submitted application for the same tender.

8. Procedure for registration or deregistration

8.1. Potential suppliers, on which there is favorable decision of the Commission, are registered.

8.2. Specialized suppliers are in the register until occurrence of one or several below-listed events:

1) presence of specialized supplier's written application of deregistration;

2) registration as an uncertain potential suppliers (suppliers) of the University;

3) if specialized supplier within 2 (two) years from the date of registration did not provide the supply of goods (works/services performance);

4) after 3 (three) years.

8.3. Decision about deregistration of specialized supplier, except for sub paragraph 4) of the paragraph 8.2. of the Rules, is made by the Commission within 10 (ten) business days from the date of receiving the information with confirmation documents.

8.4. Information about registration/deregistration of specialized suppliers is placed in the Register on the internet-resource of the University within 3 (three) business days from the date of decision making by the Commission.

9. Procedure for procurement of goods (works/services) from potential suppliers

9.1. Procedure for procurement of goods (works/services) from specialized suppliers is determined in Framework agreement on goods (works/services) procurement which is placed on the internet-resource of the University.

**Application for participation in tender for selection of specialized suppliers for
goods (works/services) supply**
(the name of certain type of goods (works/services))

Astana

«_____» _____ 20 ____

Attn.: Autonomous organization of education "Nazarbayev University"

From: *(the name of potential supplier)* (hereinafter "Potential supplier").

1. Information about Potential supplier:

Legal, postal address and contact numbers of Potential supplier	
E-mail of Potential supplier or authorized person for information exchange	
Bank details of Potential supplier (BIN/IIN, BIC, IIC) and also the name and address of the bank or its branch that provide Potential supplier with service	
Full name of the leading head of Potential supplier	

2. By this application Potential supplier expresses the desire to participate in tender on selection of specialized suppliers in accordance with requirements and provisions provided for in tender documentation and selection criteria.

3. By this application Potential supplier confirms that he is familiar with provisions of tender and confirms the absence of violation of requirements in respect to Potential supplier.

4. By this application Potential supplier confirms the absence of participating in the tender of affiliated person(s) as well as the accuracy of any information presented.

5. By this application Potential supplier joins to the Framework agreement on goods (works/services) procurement as a whole and accepts all its provisions if according to the results of tender Potential supplier is registered in the Register of potential suppliers of "Nazarbayev University" and its organization.

6. To this application Potential supplier attaches following documents in accordance with the requirements of tender documentation and selection criteria:

_____.

Title, full name, signature of the leading head or any other authorized person
of Potential supplier

Place of Seal (if available)

Attachment 4 to the Rules for
selection of specialized suppliers

**Register of specialized suppliers of “Nazarbayev University” and its
organization**

№ s/n	Name of supplier	Location of supplier, contact details	The number and date of Commission protocol	BIN/ IIN	Realization of certain types of goods (works/services)	Information about founders and shareholder, leading head	Expiration date in the Register	Deregistrati on
1	2	3	4	5	6	7	8	9

**Framework agreement on goods (works/services) procurement
(Affiliation agreement)**

1. General provisions

1.1. This Framework agreement on goods (works/services) procurement (hereinafter “Agreement”) defines general provisions of Customer's procurement of goods (works/services) from specialized suppliers.

1.2. This Agreement is affiliation agreement to be concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan.

1.3. Unless otherwise provided by this Agreement, the provisions of this Agreement shall apply to the relations between supplier and customer in connection with the delivery of goods, work and services. Supply of goods on the text of the agreement is also, where applicable, the execution of works and/or services.

1.4. The terms of this Agreement are accepted by the Supplier by the way of joining to the Agreement as a whole. Supplier is deemed to be affiliated to this Agreement and the Agreement is deemed to be concluded with the Supplier from the date of registering in the Register of specialized suppliers of "Nazarbayev University" and its organizations (hereinafter “Register”).

1.5. In the events, stipulated by this Agreement, Customer and Supplier jointly referred to as “Parties” and individually – “Party”.

1.6. For the aims of this Agreement following terms and concepts are used:

Customer – the Autonomous organization of education “Nazarbayev University” or its organizations acting as the Party to this Agreement;

Supplier – registered supplier (contractor, provider) who specializes in realization of particular types of goods, works and services for the main activity, acting as the Party to this Agreement;

Application - written request at the address of specialized suppliers on providing with Offers, drawn up in form in accordance with Attachment 1 to the Agreement;

Offer – offer of specialized supplier that provides essential conditions of goods supply (works/services performance) and form of agreement to provide supply of goods (works/services performance), drawn up in form in accordance with Attachment 2 to the Agreement;

Acceptance – response of the customer that it accepts offers of specialized supplier, drawn up in form in accordance with Attachment 3 to the Agreement;

Act - Act of acceptance-and-transmission of the Goods, that is signed in accordance with Section 6 of the Agreement or the Act/Certificate of services rendered, that is signed in accordance with Section 7 of the Agreement.

1.7. Delivery of goods (works/services) is carried out in accordance with the terms and procedure, established in this Agreement and Acceptance.

1.8. With respect to relations non-regulated in this Agreement, the Parties are guided by the norms of acting civil legislation of the Republic of Kazakhstan.

2. Subject of the Agreement

2.1. The Supplier agrees to deliver goods (works/services), provided for in the Acceptance, in accordance with the terms of this Agreement and the Customer shall accept and pay the delivered goods (works/services) in the manner provided in this Agreement and Acceptance.

2.2. Description and quantity/volume of purchased goods (works/services), their value in the context of names, payment and delivery of goods (works/services) and other essential terms and conditions of delivery of goods (works/services) of the Agreement are stated in the Acceptance.

3. The procedure for purchase goods (works/services)

3.1. The customer for the purchase of goods (works/services) directs application to all suppliers, included in the Register for a particular type of goods (works/services), and places it on the internet-resource. The customer's procurement of goods(s) (works/services) of the Agreement from the Supplier may be subject to the presence in the Register at least of two (2) specialized suppliers of a particular type of purchased goods (works/services) in accordance with the subject of the Agreement.

3.2. Supplier wishing to supply goods (works/services) according the Application, within 5 (five) business days from the date of its receipt, provides the customer with one (1) Offer with a reflection of the essential conditions of delivery of goods (works / services), in accordance with the requirements of the application and offers the most favorable terms of delivery of goods (works/services).

Supplier to the deadline for submission of offers shall be entitled to withdraw its offer, modify it, or re-submit its offer.

In the offer is not allowed to indicate the time frame for providing acceptance from the Customer.

3.3. Accepted application and directed offer do not require the supplier to deliver to the customer goods (works/services) until the Supplier receives signed acceptance of the Customer.

3.4. Based on the offer received Customer selects the Supplier who offered the most favorable terms of delivery of goods (works/services) in accordance with their best technical (quality) performance and/or lower cost.

3.5. Selection of offers shall be made within three (3) business days from the deadline for submitting offers.

Offers are placed on the internet-resource of the Customer within 2 (two) business days from the final date of their submission.

3.6. The Customer within 5 (five) business days from the date of selection of Offer sends signed acceptance to the Supplier, the offer of which is selected. At that, acceptance is considered entire and unconditional.

Acceptance is placed on the internet-resource of the Customer.

3.7. Rights and obligations of the Parties on procurement and supply of goods (works/services) arise from the date of receiving by Supplier the acceptance composed in responding to the selected offer. The offer and acceptance are deemed as an integral part of the Agreement.

3.8. It is not allowed to make amendments and/or changes to the application, offer, acceptance after carrying out selection of the offer except for reduction in the acceptance of the name of goods (works/services), their quantity/volume and/or value by the way of signing by the Parties the relevant amendment.

4. Price of the Agreement and settlement procedure

4.1. The total value of goods (works/services) set out in the offer is the price of the actual Agreement which includes all costs of the Supplier in connection with the execution of the Agreement as well as associated works/services, all taxes, including VAT, fees and other compulsory payments to the budget provided for in the legislation of the Republic of Kazakhstan (hereinafter – price of the Agreement).

4.2. Price of the Agreement can be changed upon mutual agreement of the Parties in accordance with paragraph 3.8. of the Agreement.

4.3. Payment for delivered goods (works/services) is carried out by the Customer within 15 (fifteen) business days upon receipt of goods (works/services) in accordance with Act signed by the Parties and subject to availability of documents, provided for:

- 1) in connection with supply of goods – in Section 6 of the Agreement;
- 2) in connection with the execution of works/services performance – in Section 7 of the Agreement.

4.4. The Supplier in the offer can propose alternative payment terms that stipulate advanced payment, but not exceed 30 % (thirty per cent) of the total value of goods (works/services) of the offer. If the Customer accepted the order of payment proposed by the Supplier, Customer makes an advance payment in the amount specified in the acceptance within 15 (business) days on the basis of invoice, provided by the supplier.

After the delivery of goods (works / services) in accordance with the terms of acceptance the final payments to Supplier is carried out in the manner prescribed in the paragraph 4.3. of the Agreement

4.5. Payments for acceptance are made by the Customer non-cash to the bank account of the Supplier specified in the offer. The date of payment is the date of payment made to the bank account of the Customer.

4.6. Terms of taxation in calculating a non-resident:

With regard to the non-resident Supplier having no permanent establishment in the Republic of Kazakhstan, the Customer has the right to withhold the amount of income tax from the incomes of Supplier withholding paid to the budget of the Republic of Kazakhstan, in the manner prescribed by the tax laws of the Republic of Kazakhstan. If between the Republic of Kazakhstan and the country of residence of the Supplier there concluded an international agreement on avoidance of double taxation (hereinafter “International Agreement”) and subject to providing the Supplier with the document confirming his residency and a filed duly (Apostilled

certificate), prior to the date of final payment set out in paragraph 4.3. of the Agreement, the corporate income tax withheld at source of payment of the cost of acceptance, is held under the terms of the International Agreement.

5. Rights and obligations of the Parties

5.1. The Supplier shall:

- 1) provide full and qualitative execution of the its obligations under the Agreement;
- 2) upon initial request of the Customer provide with the information about process of execution of the obligations under the Agreement;
- 3) take actions and avoid unnecessary costs from the customer in the performance of obligations under the Agreement;
- 4) if necessary, carry out / perform associated works / services, if it is provided in the acceptance and / or follows from the nature of fulfilled obligations under the Agreement;
- 5) if it is provided in the acceptance, bring to fulfillment of obligations on performance of work / services hereunder the third parties (subcontractors) with the written consent of the customer;
- 6) bear responsibility independently before the Customer for the actions of the third parties (subcontractors), involved during execution of obligations under the Agreement;
- 7) reimburse the Customer the full amount of losses caused by the failure or improper performance by the Supplier of the terms of the Agreement and / or any other unlawful actions of the Supplier;
- 8) ensure the preservation of documents and materials received from the Customer or on behalf of him or others in the course of execution of the Agreement, and return upon request after the execution of the Agreement;
- 9) bear responsibility under this Agreement before the Customer for failure to perform or improper performance of the Agreement;
- 10) during fulfillment of obligations hereunder comply with the prescribed regulatory requirements, where applicable, on labor protection, environmental protection, regulations of fire safety, safety rules, sanitary and hygiene norms, as well as all other mandatory requirements of the current legislation of the Republic of Kazakhstan;
- 11) during the period of fulfillment of obligations under the Agreement provide with qualified personnel with an appropriate level of professional qualifications and / or experience with the provision of supporting documents at the request of the Customer, as well as to replace the initial request any staff, suppliers and / or subcontractors involved in the Agreement.

5.2. The Supplier is eligible to:

- 1) demand from the Customer the performance of obligations under the Agreement;
- 2) request the Customer explanations and information necessary for the fulfillment of obligations under the Agreement;
- 3) with the consent of the Customer ahead of time fulfill its obligations under

the Agreement;

4) choose independently methods and means of fulfillment of obligations under the Agreement.

5.3. The Customer shall:

1) in accordance with the terms of the Agreement receive and pay for the goods (works/services) delivered under the terms of the acceptance;

2) where necessary provide the Supplier with the information, documents and materials as well as other conditions, necessary for the execution of the Agreement by the Supplier

3) perform other terms stipulated by the Agreement.

5.4. The Customer is eligible to:

1) request necessary information about the process of performance of obligations under the Agreement;

2) demand qualitative and timely fulfillment of obligations under the Agreement;

3) provide recommendations to the Supplier in connection with the methods and means of the fulfillment of obligations under the Agreement;

4) in the event of non-compliance or partial compliance with the terms of the Agreement, in advance terminate the Agreement unilaterally in accordance with Section 11 of the Agreement, as well as to demand compensation for the loss and other sanctions provided for in this Agreement, including lost profits;

5) check the delivered goods (works / services) for compliance with the terms of acceptance;

6) during acceptance of goods (works / services) to present reasoned objections to the quality and / or completeness of goods (works / services) under this Agreement and the terms of acceptance;

7) refuse to pay for goods (works / services), if such a good (work / service) delivered in breach of the Agreement and acceptance, and if for the goods (works / services) there made advanced payment – to demand the return of these amounts. In this case, the Customer has the right to apply the order of the unilateral termination of the Agreement in accordance with Section 11 of the Agreement and to initiate the introduction of the Supplier to the List of uncertain potential suppliers (suppliers) of "Nazarbayev University";

8) without further authorization to deduct from the amount payable to the Supplier, the amount of the resulting penalties and other sanctions pursuant to section 10 of the Treaty caused by failure or improper performance by the Supplier of the terms of the Agreement.

6. Terms of delivery and the procedure for acceptance of goods

6.1. The Supplier delivers the goods on the terms of the present Agreement and Acceptance.

6.2. Customer or its representatives carry out control and verification of supplied goods for compliance with the requirements specified in the Acceptance.

6.3. Goods packing must ensure the safety of goods during its transportation, handling and storage operations, avoiding its damage, spoilage, deterioration,

breakage and getting wet. When defining the size of packed boxes and their weight it is necessary to consider the remoteness of shipping destination of goods and the availability of powerful lifting means at all points of good's movement. The marking shall include the name of the country of origin of goods and the name of the manufacturer.

6.4. Packing and marking of the goods as well as documentation within and outside the package must strictly correspond to technical (quality) characteristics of the goods.

6.5. The supply of goods in packaging that does not meet the requirements of paragraphs 6.3 and 6.4 of the Agreement, may be considered by the Customer as the supply of the goods of improper quality.

6.6. While delivering the goods the Supplier shall provide the Customer with the following documents:

- 1) The original Act in 2 (two) copies, signed by the Supplier;
- 2) the original invoice of the Supplier made out to the date of the Act and issued in accordance with the tax laws of the Republic of Kazakhstan, or to non-residents - the invoice;
- 3) the original waybill for stocks issue on the side in the form approved by the authorized body of the Republic of Kazakhstan;
- 4) certificate of compliance of the goods (the declaration), as well as other documents required by the legislation of the Republic of Kazakhstan .

6.7. Acceptance of goods by the Customer in quantity and quality is carried out at the place specified in the Acceptance, on the basis of waybill for stocks issue on the side and in the terms set out in the Acceptance.

When accepting the goods the presence of a representative of the Supplier is obligatory.

6.8. In case of revealing defects of the goods, inconsistencies in the technical (qualitative) characteristics in the process of acceptance, the Customer has the right to suspend the acceptance. In this case, the Parties draw up a defective act with the description of identified defects and inconsistencies of the goods and the terms for elimination of defects. If the Supplier refuses to sign the defective act, the Customer makes a reasoned refusal to accept the goods and sends one copy to the Supplier.

6.9. In case of making the defective act or directing a reasoned refusal, the Customer has the right not to accept the delivered goods, or at its discretion, accept only those goods in respect of which defects or inconsistencies were not identified during the acceptance process.

6.10. In case of making the defective act or directing a reasoned refusal to accept the goods, replacement of the goods and redelivery of the goods (export of goods) is carried out by and at the expense of the Supplier.

6.11. The Supplier shall be considered to have fulfilled his obligation to deliver the goods after signing the Act by the Customer.

6.12. Property right and risk of loss of the goods passes from the Supplier to the Customer from the time when the supplier shall be considered to have fulfilled its obligations under the transfer of goods in accordance with this Section of the Agreement. In case of partial acceptance of the goods, the risk of accidental loss of the goods passes to the Customer in the relevant part.

6.13. In the case of the supply of goods by self-delivery, liability for loss or damage of goods during transportation rests with the Customer.

6.14. Early delivery on the initiative of the Supplier is allowed only with the permission of the Customer.

7. The order of performance of works / provision of services and their acceptance

7.1. Date and place of performance of works/provision of services are defined in the Acceptance.

7.2. The Supplier shall perform its works/services in accordance with the terms of the present Agreement and the Acceptance.

7.3. For interaction to control the quality and volume of performed work / provided services Parties shall appoint responsible persons from among their employees.

7.4. If necessary, the Customer provides access for the Supplier's staff to the object (office) of the Customer to perform work / provision of services.

7.5. Supplier shall timely notify the Customer of the circumstances that may have an impact on the quality of work / provided services or that can make it impossible to fulfill them on time.

7.6. Customer may suspend or cancel the execution of works / services in case of inexpediency of their further performance by notifying the Supplier not later than 10 (ten) business days prior to the date of suspension of works / services.

In these cases, Customer shall within 15 (fifteen) business days from the date of notification of the Supplier, pay for the work actually performed / provided services under the Act, signed by the Parties.

7.7. Acceptance of performed work / provided services shall be made within 10 (ten) business days from the date of performance of works / provision of services on the basis of:

- 1) original Act in 2 (two) copies, signed by the Supplier;
- 2) the original invoice drawn on the date of the Act and issued in accordance with the tax regulations of the Republic of Kazakhstan, or for non-residents - the invoice;
- 3) other documents specified in the Acceptance.

7.8. If there are no comments on the terms and quality of performed work / provided services, the Customer accepts performed / provided by the Supplier work / services through the signing of the Act and obtaining other documents provided in the Acceptance.

7.9. In case the Customer's comments (deficiencies, omissions, defects, etc.) according to the performed work / provided services or inconsistencies to the technical (qualitative) characteristics, the Customer shall notify the Supplier about it not later than 5 (five) business days from the date of detection and draws the act on the shortcomings with the involvement of the responsible persons of the Parties, and sets deadlines for the improvement. Later, the act on the shortcomings shall be given to the Supplier's responsible person or sent to the Supplier's address.

7.10. The Supplier at its own expense provides elimination of specified by the

Customer comments (deficiencies, omissions, defects, etc.), or their discrepancy to the technical (quality) characteristics, within the terms set by the Customer and presents the results of works / services for reconsideration to the Customer.

7.11. The obligations of the Supplier to fulfill / provide work / services are considered fulfilled since the signing of the Act by the Customer.

7.12. Signing of the Act by the Parties means an assignment without any terms and for an unlimited time to the Customer exclusive rights to the services results.

7.13. The Supplier guarantees that the results of the services established under the provision of services under the present Agreement do not violate the legal rights of third parties.

7.14. In the case of possible claims by third parties, the Supplier undertakes to settle their own disagreements with third parties and bear all expenses necessary for such settlement, including court costs.

8. Guarantees

8.1. The warranty period for delivered goods (works / services) is valid for the period specified in the Acceptance.

8.2. The Supplier warrants that the goods supplied under the Agreement are new, unused and free of any rights and claims of third parties.

8.3. During the term of the warranty on the goods, in case of damage of the goods for reasons not dependent on will and / or actions of the Customer, the Supplier warrants to repair or supply new goods at its own expense.

8.4. The Supplier warrants to the Customer that the goods are without defects associated with design, materials, work, in case of normal use in the usual terms for the Republic of Kazakhstan.

8.5. The Supplier warrants to the Customer that the work / services will be provided without any problems (deficiencies, omissions, defects, etc.) and will meet the technical (quality) characteristics specified in the Acceptance.

8.6. Works / services that do not meet the requirements of the Acceptance, including those containing insufficiently justified and unauthorized changes are recognized to be defective.

8.7. The Customer is obliged to notify the Supplier about all claims related to this warranty. In terms agreed by the Customer, the Supplier is obliged to eliminate defects at its own expense, including all costs related to it.

8.8. If the Supplier, having been notified, will not eliminate the deficiencies, upon the expiration of the deadline, the Customer is entitled to apply the necessary corrective measures at the expense of the supplier and without any harm to any other rights that Customer may have under the present Agreement in respect of the Supplier.

8.9. The Customer may require the Supplier to provide information concerning spare parts manufactured or sold by the Supplier, namely the cost and range of spare parts.

8.10. The Supplier guarantees the Customer the quality and timeliness of the goods' supply (performance of works / provision of services) in accordance with the terms of the present Agreement and Acceptance.

8.11. The Supplier shall not be liable for shortcomings, omissions, defects, etc., if he proves that they occurred after the moment of acceptance by the Customer, as a result of improper operation, actions of third parties or force majeure.

9. Confidentiality

9.1. For the period of the present Agreement and for 3 (three) years after the performance of obligations under the present Agreement the Parties shall be obliged to respect the confidentiality of information, including everything specified as confidential by one of the Parties, access to which is received as a result of performance of the present Agreement, except for the cases when disclosure of information is permitted by the law of Republic of Kazakhstan.

9.2. The disclosure of confidential information is a breach of the Agreement and may result in termination of the Agreement, as well as full compensation to the other Party for all losses caused in this connection.

10. Liability of the Parties

10.1. In case of violation by the Supplier terms of delivery of goods (works / services), required in the Acceptance, the Customer, without compromising its other rights under the Agreement, shall be entitled to recover from the Supplier a penalty of 0.1% (zero point one percent) of the Agreement Price for each day of delay.

10.2. If the Supplier violates the terms established by the Customer to eliminate defects in the goods (work / services) or its replacement, the Customer is entitled to recover from the Supplier a penalty of 0.1% (zero point one percent) of the value of the defective goods (works / services) for each day of delay, but not more than 10% (ten percent) of the Agreement Price.

10.3. If the Supplier refuses to perform obligations under the Acceptance, the Supplier shall pay a fine of 20% (twenty percent) of the Agreement Price.

10.4. In case of violation by the Customer the term of payment specified in the Acceptance, the Customer at the Supplier's request shall pay a penalty of 0.1% (zero point one percent) of the amount payable for each day of delay, but not more than 10% (ten percent) of the Agreement Price.

10.5. Payment of the penalty does not release the Parties to fulfill their obligations under the Agreement.

10.6. The Customer has the right to keep the amount of penalty and / or a fine of payment owed to the Supplier.

10.7. The Customer may contact the Supplier claiming compensation for the losses if such losses occurred to the Customer due to the fault of the Supplier, including losses related to the violation of the Agreement and the Acceptance by the Supplier.

10.8. Liability of the Parties not provided by the Agreement is regulated under the laws of Republic of Kazakhstan.

11. Termination and unilateral refusal to perform the Agreement

11.1. Without compromising to any other sanctions for breach of the Agreement and / or Acceptance, Agreements with the Supplier is subject to termination in the following cases:

1) non-performance or improper performance of obligations by the Supplier under the Agreement and / or Acceptance;

2) the exclusion of the Supplier from the Registry in accordance with the internal order of “Nazarbayev University”.

11.2. The Customer may at any time withdraw from further performance of Acceptance completely or partially by sending written notice to the Supplier. In this case, the Customer within 15 (fifteen) business days after notification of the Supplier shall be obliged to pay the cost of the actual delivered by the Supplier goods (works / services) under the Act, signed by the Parties.

11.3. The Supplier has the right to refuse to perform the obligations under Acceptance only upon payment of penalties and full compensation to the Customer of the losses caused by that refusal.

11.4. The notification of termination or refusal to perform the Agreement shall include reasons for its termination, stipulate the number / amount of the canceled Agreement obligations, the procedure for mutual settlements, as well as the effective date of termination of the Agreement.

12. Force Majeure

12.1. The Parties are not responsible for non-fulfillment of the Agreement, if it is the result of force majeure.

12.2. For the purposes of the Agreement “force majeure” means an event beyond the control of the Parties and having the nature of an emergency. Such events could include: technological and environmental disasters, natural disasters and the devastating effects, fire, flood, epidemics, earthquakes, war, criminal attacks, riots, decisions of public authorities and their officials, impeding the implementation of the Agreement’s obligations.

12.3. Period of performance of obligations under the present Agreement is extended in proportion to the time during which the force majeure circumstances acted, as well as the consequences caused by these circumstances.

12.4. Either Party affected by force majeure shall, within 10 (ten) calendar days from the date of their occurrence inform the other Party of the occurrence of these circumstances in written form. If the Customer doesn’t give other written instructions, the Supplier continues to fulfill its obligations under this Agreement, as reasonably possible and is looking for alternative ways of implementing the Agreement, which do not depend on the circumstances of force majeure.

12.5. Failure to notify or untimely notification deprives the Party of the right to refer to any of the above circumstance as a reason for exemption from liability for failure to fulfill obligations under the Agreement.

12.6. In case the impossibility of total or partial performance of obligations by the Parties will be more than 1 (one) month, the Parties have the right to terminate implementation of obligations under Acceptance and make mutual settlements.

12.7. The Party referring on force majeure circumstances is obliged to submit all necessary documents and information confirming such circumstances. Such documents and data include, but are not limited to: documents issued by the authorized state bodies; a document proving force majeure circumstances issued by Chamber of Commerce; information provided by transport organizations; other documents and data.

13. Applicable law and the procedure of settling disputes

13.1. The present Agreement shall be regulated by the legislation of the Republic of Kazakhstan.

13.2. The Customer and the Supplier shall make every effort to solve all disagreements or disputes arising between them in the negotiation process under this Agreement or in connection with it.

13.3. If it is impossible to solve disputes and disagreements through negotiations, either Party may demand to address this issue to the Specialized Interdistrict Economic Court of Astana in accordance with the legislation of the Republic of Kazakhstan.

14. Notification

14.1. All notifications (notes, messages, documents, invoices, etc.) that one Party sends to the other Party in accordance with the present Agreement or in connection therewith, shall be made in written form and shall be deemed to have been duly sent if they are sent by registered mail with acknowledgment of receipt, or delivered either in person or by courier to the addresses specified in the Acceptance, or sent by fax followed by presentation of the original.

14.2. The date of receipt of the notification (notes, messages, documents, invoices, etc.) shall be the date of receipt by the other Party in accordance with the mark on the notification of delivery of the letter.

15. Other terms and conditions

15.1. Amendments and / or additions to the Agreement made by the Parties are not allowed.

15.2. During the performance of the Agreement the Supplier has no right to use any means of identification (trademarks, logo, trade name) of the Customer without written Customer's consent.

15.3. Taxes and other compulsory payments to the budget shall be payable in accordance with the tax laws of the Republic of Kazakhstan.

15.4. The present Agreement shall enter into force from the moment when the Supplier is entered in the Registry and is valid for 3 (three) years except for cases of termination of the Agreement as provided in section 11 of the Agreement.

15.5. Termination of the Agreement does not terminate performance of the obligations of Parties under the relevant Acceptance, the effect of which falls on the date of termination of the Agreement.

15.6. All amendments and additions to the Acceptance shall be valid only if they are made in written form in accordance with paragraph 3.9. of the Agreement.

15.7. Nothing in the present Agreement constitutes or implies the formation of joint venture, partnership or a general partnership between the Customer and Supplier. The Supplier acts under the present Agreement as an independent Party of the occurring relationships and is responsible to the Customer and third parties exceptionally at its own expense.

15.8. In case of changing requisites, a Party shall send a notification to the other Party within 5 (five) business days from the date of changing requisites.

Reference number and date

**Name
of the specialized supplier**

**Request for goods
(performance of works / services) supply***
(the subject of procurement shall be specified)

1. By the present Application the Customer (*customer's name*) asks to provide the Offer to supply goods (works / services) (*indicate the appropriate type of goods (works / services)*) on the following names (hereinafter "Application"):

№ s/n	Name of goods (works /services)	Technical (quality) characteristics of goods (works / services) **	Number / the amount indicating the unit of measurement	Place and date of delivery of goods (performance of works / services)
1	2	3	4	5
1				
...				

2. The supply of goods includes the following associated works / services (*list, if applicable*): _____.

3. The Offer must contain the total cost of goods (works / services) including all the expenses of the Supplier related to completion of obligations in terms of goods (works/services) supply, including the cost of related works / services, all taxes, including VAT, and other obligatory payments to the budget provided by the legislation of the Republic of Kazakhstan.

4. Date of Offer granting: _____.

5. Place of Offer granting: _____.

6. The warranty period for the supplied goods (works / services) (*specify, if applicable*): _____.

7. While supplying the goods (works / services), the Supplier shall provide the relevant documents confirming their quality and / or technical characteristics ***: _____.

8. The order of submission of the Offer and conditions of the present Application is regulated with the terms of the Agreement.

Signature of the head or manager in charge,
or other authorized person of the Customer

Note:

*Details which don't contradict the terms of a Framework agreement and the tender which was carried out to select specialized suppliers can be introduced in the application. At the same time, it is not allowed to re-request documents from specialized suppliers, which were presented as part of the application for the tender.

** In column 3 of the table can be a reference to the separate application to the technical specification of the goods (works / services), and the application is attached separately to the Offer.

*** The paragraph to be filled in by the Customer, if necessary.

It is not allowed to specify in the application the requirements to provide as a part of the Supplier's Offer the originals / copies of technical passports, authorization documents and other requirements, determine the belonging of the purchased goods to the individual specialized suppliers.

Reference number and date

Customer name

The Offer for goods (works / services) supply *
(*name of procurement*)

1. Name of the specialized supplier:

(hereinafter "Supplier").

2. The Offer is made in response to Application No. ____ dated ____ 20__ (hereinafter "Application") and expresses the Supplier's desire for supplying the following goods (works / services) in accordance with the terms of the Framework agreement on goods (works/services) procurement**:

№ s/n	Name of goods (works / services), trade mark, model, modification, different labeling, the name of the country of origin, manufacturer (<i>specified when purchasing goods</i>)	Number / amount with indication of unit of measurement	The unit price, in KZT (<i>for works / services it is not specified</i>)	Cost of goods (works / services), in KZT		Suggested terms of delivery of goods (works / services) (<i>must be no more than the period specified in the Application</i>)
				excl. VAT	incl. VAT	
1	2	3	4	5	6	7
	The total cost of goods (works / services)					X
	With discount (specify the amount or %)					X

3. The total cost of goods (works / services) includes all the expenses of the Supplier relating to the performance of obligations on goods (works/services) supply, including related works / services, all taxes (including VAT), and other obligatory payments to the budget provided by the legislation of the Republic of Kazakhstan.

4. By the present Offer, the Supplier confirms that the offered (*goods, works and services - specify necessary*), completely correspond the technical and quality characteristics established in the Application,

or

By the present Offer, the Supplier offers better quality (technical) characteristics (*goods, works and services –specify necessary*):

№	Paragraph number in the technical statement of the Customer's Application	Technical characteristics (<i>goods, works and services - specify necessary</i>) in the Customer's Application	The best offered technical/qualitative characteristics (<i>goods, (works/services) - specify necessary</i>)	Justification ****

1	2	3	4	5

Specialized Supplier can offer the best technical (qualitative) characteristics with compulsory reflection of their features, a comparative analysis of technical (quality) characteristics of the Customer in column 5 "Justification" and confirm the contents of the present form of details by applying to it necessary, at its discretion, documents. The Specialized Supplier can attach signed and sealed (if applicable) given table as a separate attachment as a part Offer.

5. The warranty period for the proposed (goods, works, services- necessary to be specified):_____ (specified warranty period of not less than the term specified in the Application).

6. The supplier shall specify the necessary:

By the present Offer the Supplier accepts the terms of payment

or

By the present Offer the Supplier offers alternative payment conditions in accordance with paragraph 4.4. of the Agreement (*alternative terms of payment shall be listed, if any available*):_____.

7. The Supplier confirms that the cost of goods (works / services), specified in the Offer does not exceed the current price list on the date of providing the Offer to the Customer *****.

8. Procedure for Offer submission and its validity are regulated by the terms of the framework agreement on procurement of goods (works/services).

Location and bank details of the Supplier

Name, duty position and signature of the head

or other authorized person

Seal (if available)

Note:

* The supplier within the time specified in the application, provides one offer to the Customer, in a sealed envelope with the proposed terms of the application for participation in the tender for the selection of specialized suppliers and applications.

** Specialized supplier can offer goods (works / services) not lower than the customer's requirements in accordance with its application.

*** In case of providing discounts by the specialized supplier, the price shall be indicated with account of the discount.

**** If better technical/qualitative characteristics are offered, the column "Justification" shall be subject to mandatory completion. If no information is available in the "Justification" column, submitted Offer shall not be considered.

***** Upon request of the Customer the Supplier provides a copy of the current price list or an extract from it.

Reference number and date

**Name
of the specialized supplier**

**Acceptance
of goods (work / services) procurement**
(the subject of the procurement shall be specified)

1. The name of of the Customer: _____ (hereinafter “Customer”).
2. The name of of the Supplier: _____ (hereinafter “Supplier”).
3. By the present Acceptance the Customer accepts the Supplier’s Offer dated _____ 20__ No. ____ for the supply and purchase of the following goods (works / services):

No.	Name of goods (works / services), trade mark, model, modification, different labeling, the name of the country of origin, manufacturer <i>(specified when purchasing goods)</i>	Number / amount with indication of unit of measurement for goods (works / services)	The offered price per unit, excluding VAT, in KZT*	Price of goods (works / services), including VAT ** in KZT	Date of delivery of goods (works / services)	Place of delivery of goods (works / services)
1	2	3	4	5	6	7
1						
...						
	The total cost of goods (works / services)		X		X	X

4. The total cost of goods (works / services) includes all the expenses of the Supplier relating to the performance of obligations on goods (works/services) supply, including related works / services, all taxes (including VAT), and other obligatory payments to the budget provided by the legislation of the Republic of Kazakhstan.
5. The procedure and terms of payment *(payment procedure is indicated by the terms of paragraph 4.3. of the Agreement or approved alternative payment terms)*:
6. The warranty period for the supplied goods (works / services): _____
(warranty period shall be specified as in the Offer).
7. Related works / services *(list them if applicable)*:

8. While delivering the goods (works / services) the Supplier shall submit the following documents ***: _____.

9. Delivery and purchase of goods (performance of works / services) are carried out based on this Acceptance sheet in accordance with the terms of the framework agreement on procurement of goods (works/services).

10. Procedure for Acceptance sheet submission and its validity are regulated by the terms of the framework agreement on procurement of goods (works/services).

Location and bank details of the Customer

Head of the Customer or other authorized person

Full name of the executor, contact details

Note:

* In case of providing discounts by the specialized supplier, the price shall be indicated with account of the discount.

** If the Supplier is not a VAT payer, the cost of goods (works / services) shall be specified in column 5 of the table excluding VAT.

*** This paragraph shall be filled in by the Customer if required in the Application.