Approved by decision of the Committee for Sale and Restructuring of Liability Limited Partnerships *Kazakhstan Solar Silicon, МC KazSilicon* and *Astana Solar*.   
dated April 24, 2020 (Minutes No.60)

**Request for Proposals**

**for selecting the services of External Consultant**

**on the assessment of 100% participation share in the authorized capitals**

**of Liability Limited Partnerships Kazakhstan Solar Silicon, MC KazSilicon and Astana Solar related to the sale of Kazakhstan Solar Silicon LLP, MC KazSilicon LLP, Astana Solar LLP**

This Request for Proposals was drafted in accordance with the Unified Rules for Sale and Restructuring of Assets by Samruk-Kazyna Sovereign Wealth Fund Joint Stock Company and organizations, where more than fifty percent of voting shares (participatory interests) are directly owned by Samruk-Kazyna JSC on the right of ownership, approved by decision of the absentee meeting of the Board of Directors of Samruk-Kazyna JSC No.141 dated July 31, 2017, the Procedure for Selecting a Consultant for sale and restructuring of assets by Samruk-Kazyna Sovereign Wealth Fund JSC and organizations, where more than fifty percent of voting shares (participatory interests) are directly owned by Samruk-Kazyna JSC on the right of ownership, approved by decision of the Management Board of Samruk-Kazyna JSC on March 30, 2017 No.10/17 (hereinafter – the Procedure) and the Procurement Management Standard of Samruk-Kazyna Sovereign Wealth Fund JSC and organizations, where more than fifty percent of voting shares (participatory interests) are directly or indirectly owned by Samruk-Kazyna JSC on the basis of ownership or trust management, approved by the decision of the Management Board of Samruk-Kazyna JSC as of 09.09.2019 No. 31/19 (hereinafter referred to as the Standard), Procedure of Procurement by Samruk-Kazyna Sovereign Wealth Fund JSC and organizations where more than fifty percent of voting shares (participatory interests) are directly or indirectly owned by Samruk-Kazyna JSC, approved by decision of Samruk-Kazyna Board of Directors dated 03.07.2019 No.161.

**Subject**: services on assessment of the market value of up to 100% of participation share in the authorized capitals of Kazakhstan Solar Silicon LLP, MC KazSilicon LLP, Astana Solar LLP related to the sale of Kazakhstan Solar Silicon LLP, MC KazSilicon LLP and Astana Solar LLP (hereinafter - the Services).

**Term of the Services:** Contractor is to commence rendering the Services on the date following the date of signing the Agreement by the authorized parties. Upon receipt of the Customer’s order, the Contractor is to render the Services within the term specified in Appendix 1 to this Request for Proposals.

**Customer (name and location):** NAC Kazatomprom JSC, No. 17/12, E-10 Str., Nur-Sultan, office of NAC Kazatomprom JSC.

**E-mail and telephones for applications of potential consultants:** [darstanov@kazatomprom.kz](mailto:darstanov@kazatomprom.kz); [dabduova@kazatomprom.kz; 8-701-555-88-31](mailto:dabduova@kazatomprom.kz;%208-701-555-88-31); 8-701-555-42-17.

**Organizer of the request for proposals (name and location):** NAC Kazatomprom JSC,

No. 17/12, E-10 Str., Nur-Sultan, office of NAC Kazatomprom JSC.

**Proposals from potential Consultants will be received until 13:00 o’clock on May 21, 2020 at:**

No.17/12, E-10 Str., Nur-Sultan, office of NAC Kazatomprom JSC

**Proposals validity:** 45 calendar days from the date of opening the envelopes.

**The envelopes with proposals of potential consultants will be opened at 15:00 o’clock on May 21, 2020 at:** No. 17/12, E-10 Str., Nur-Sultan, office of NAC Kazatomprom JSC

**Registration of potential consultants (their authorised representatives) will take place until 13:00 o’clock on May 21, 2020** at:No.17/12, E-10 Str., Nur-Sultan, office of NAC Kazatomprom JSC.

In view of the Decree of the President of the Republic of Kazakhstan dated March 15, 2020 No. 285 “On the imposition of a state of emergency in the Republic of Kazakhstan”, the proposals can be submitted and accepted via e-mail.

Electronic versions of the documents must be of appropriate quality and easy to review and must be sent to the e-mail address specified in this Request for Proposals, or can be stored on a reliable cloud storage. All electronic files must be archived in ZIP format and protected by a password. Electronic password must be provided not earlier than 10 minutes before the opening of the archived files specified in this Request for Proposals.

**Scope of subcontracted services**: in the course of the services provided for in this Request for Proposals, the Consultant should be entitled to involve subcontractors or external professional consultants (with the exception of consultants attracted by the Customer directly), provided the scope of subcontracted services does not exceed 30 % of the total scope of Services.

**The amount allocated for procurement of services**: not more than KZT 25 000 000 (twenty five million).

**I. Requirements to the potential consultant**

1. Requirements to the potential consultant are specified in Technical Specification (Appendix No.1 hereto).

**II. Execution and submission of proposals**

2. Proposal of a potential consultant (hereinafter - the Proposal) is presented by a potential consultant in a sealed envelope before the deadline for submission of Proposals specified in the Request for Proposals. The Proposal must be stitched, sheets must be numbered, and the last page must be certified by the seal of the potential consultant (if available) and the signature of the authorized representative of the potential consultant.

On the face of the sealed envelope of the Proposal, the potential consultant should indicate the following:

- Full name and mailing address of the potential consultant;

- Full name and mailing address of the customer/organizer of the request for proposals, which shall correspond to similar data given in the request for proposals;

3. The organizer of the request for proposals shall enter the data about potential consultants who have submitted their envelopes with proposals before the expiration of the prescribed period into the Registration Book in a chronological order.

4. The proposal must be executed on the language of the request of proposals. A proposal may contain the documents in the other language, provided they are followed by notarial translation to the language of this request for proposals, and in such a case the translation will prevail.

The Proposal validity period shall correspond with or be less than the period specified in the request for proposals.

5. Submission of more than one Proposal under one request for proposals by one potential consultant, as well as the participation of one potential consultant in several legal entities acting on the basis of a joint activity agreement (consortium) that submitted Proposals under one request for proposals, is not allowed.

In the case provided for in the first part of this clause, all Proposals submitted by the same potential consultant and (or) legal entities acting on the basis of a joint activity agreement (consortium), where the same potential consultant is a participant, shall be rejected based on the recommendation of the working body.

**III. Content of the potential Consultant’s proposal**

6. The proposal of a potential consultant is a form of its consent to provide Services in accordance with the requirements and conditions specified in this request for proposals.

7. The Proposal shall comprise the following:

1) Proposal completed and signed by the potential consultant (according to Appendix 4 hereto);

2) Copy of a certificate of state registration (re-registration) of a legal entity or a notarized copy of the said document or a certificate of state registration (re-registration) of a legal entity;

3) Notarized copy of the charter (foreign legal entities to submit constituent documents with a notarized translation into the state or Russian language);

4) Technical specification of a potential consultant, which shall comply with the requirements set forth in Appendix 1 hereto;

5) Price quotation in the form of Appendix No.2 hereto;

6) Power of attorney to the person(s) representing the potential consultant for the right to sign proposals and documents contained in the proposal, except for the Chief Executive Officer of the potential consultant, who has the right to act on behalf of the potential consultant without a power of attorney, in accordance with the potential consultant’s charter;

7) Notarized copies of documents confirming that the potential consultant meets the requirements specified in the request for proposals (technical specification);

8) Confirmation that a potential consultant, or in case of a proposal from the legal entities acting on the basis of a joint activity agreement (consortium) - any legal entity that is a part of such consortium, or in case the Proposal specifies subcontractors - any such subcontractors, have no actual and (or) potential conflict of interest in providing the required services, or an information stating there is actual and (or) potential conflict of interests with indication of measures on its elimination, minimization and (or) prevention;

9) Unified scanned version of all attached documents (in PDF) on an electronic media.

8. In case of participation of legal entities acting on the basis of a joint activity agreement (consortium) as a potential consultant, the Proposal shall contain:

1) copies of the power of attorney issued to the person(s) representing the potential consultant for the right to sign the Proposal, and (or) to the person (s) representing the interests of legal entities acting on the basis of the joint activity agreement (consortium) for the right to sign the Proposal;

2) Copies of documents confirming the compliance of a potential consultant, legal entities acting on the basis of a joint activity agreement (consortium) and (or) subcontractors of a potential consultant with the requirements of the request for proposals;

3) Copies of a joint activity agreement (consortium agreement), in case of submission of a proposal by legal entities acting on the basis of a joint activity agreement (consortium);

4) Other documents deemed significant for the selection of the consultant.

**IV. Change of Proposals and withdrawal**

9. If necessary, the potential consultant changes or withdraws its Proposal at any time before the expiration of the deadline for the submission of Proposals. Changes and/or additions to the submitted Proposal are made by replacing the previously submitted Proposal.

No changes and/or additions or withdrawal of the Proposal is allowed after the expiration of the deadline for submission of proposals specified in the request for proposals.

10. Notice of withdrawal of the Proposal shall be made as an application of optional form addressed to the organizer, signed by the potential consultant and sealed (if available).

**V. Opening of envelopes with Proposals**

11. The working body opens the Proposals on the day, time and place indicated in the request for proposals.

The proposals submitted before the deadline specified in the request for proposals are subject to opening. Proposals submitted after the deadline shall not be opened and will be returned to the potential consultant.

Representatives of potential consultants are entitled to attend the opening of Proposals, if there are documents confirming their authority.

12. The Proposals opening protocol is signed on a per-page basis by all present members of the Committee on the date of the Committee’s meeting.

**VI. Information on the assets**

**(or) reference to publicly available sources of information on the assets**

13. Information on the assets is available on the following publicly available sources of information:

Kazatomprom website - http: //www.kazatomprom.kz/

14. Explanations on the content of the request for proposals and/or additional information on the assets are provided on the basis of a written request to the organizer of the request for proposals.

**VII. Order of review**

15. The Committee shall, within three working days from the date of signing the Protocol of opening the Proposals, review the documents for their compliance with the terms and requirements of this request for proposals.

16. The Committee rejects the Proposal in the following cases:

1) If documents attached to the Proposal do not comply with the terms of the request for proposals;

2) If potential consultant or legal entities acting on the basis of a joint activity agreement (consortium) or potential consultant’s subcontractor fail to meet the requirements of the request for proposals;

3) If inaccurate and/or false information is found in the Proposal provided for in clause 5 hereof;

4) If persons specified in sub-clause 9) of clause 7 hereof have actual and/or potential conflict of interest in providing the required services, and/or if, on the opinion of the Committee, the proposed measures to eliminate, minimize and/or prevent conflict of interest are not enough, or if there is no data in the proposal, specified by sub-clause 9) of clause 7 hereof;

5) If a potential consultant or its subcontractor (co-contractor) or a legal entity included in the consortium is in the List of unreliable potential suppliers of the Holding and (or) in the Register of unscrupulous participants in public procurement and (or) in the List of false enterprises.

Rejection of proposals for other reasons is not allowed.

**VIII. Conclusion of a contract based on the results of the request for proposals**

17. The contract is concluded in accordance with the draft enclosed to the request for proposal (Appendix 3).

Appendices to request for proposals:

Appendix 1 Specification

Appendix 2 Price quotation of a potential consultant;

Appendix 3 Draft Contract;

Appendix 4 Proposal Form.

**Appendix 1**

**to Request for Proposals**

**SPECIFICATION**

**for assessment of the market value**

**of up to 100% of participation share in the charter capitals of**

**Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP**

**1. Subject**

The subject of the assessment is the market value of 25%, 49%, 50%, 51%, 75% and 100% of participation share in the charter capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP.

**2. Date of assessment**

The assessment will be conducted as of 31 March 2020.

**3. The purpose**

The assessment will be conducted for the sale of 100% participation share of NAC Kazatomprom JSC in the charter capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP in accordance with the decree of the Government of the Republic of Kazakhstan "On some privatization issues for 2016-2020" dated 30.12.2015 No.1141.

**4.** **Assessment standards and type of property value**

The assessment should be made in accordance with the International Valuation Standards and the applicable legislation of the Republic of Kazakhstan on the basis of the following regulatory documents:

Regulatory legal acts of the Republic of Kazakhstan and assessment standards:

The Law of the Republic of Kazakhstan dated 10.01.2018. No. 133-VIZRK "On assessment activities in the Republic of Kazakhstan";

The requirements for the form and content of the assessment report, approved by Order of the Minister of Finance of the Republic of Kazakhstan dated 03.05.2018 No. 501;

The valuation standard "Basic Terms and Definitions", approved by order of the Minister of Justice as of 28.01.2010. No. 26;

The standard “Valuation of the value of movable property”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018 No. 519;

The standard “Valuation of the value of real estate”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018, No. 519;

The standard “Bases and types of value”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018 No. 519;

International Valuation Standards (IVS, 2017);

IVS 1 Market value as a basis for valuation;

IVS 2 Valuation bases other than market values

IVS 3 Valuation Reporting;

as well as other regulatory legal acts governing valuation activities

Assessor Information

The assessor of the Valuation Object under this Terms of Reference is:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [full name] (hereinafter referred to as the "Assessor");

- Employment contract with the Contractor No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_ 201\_;

- Certificate of assessor No. \_\_\_\_\_\_\_\_, issued by \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 201\_ by the Chamber of Assessors "Self-regulatory organization "Chamber of Professional Independent Assessors" (hereinafter - the" Chamber");

- Certificate of membership in the Chamber of Assessors "Self-regulatory organization "Chamber of Professional Independent Assessors" No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_\_ 201\_;

- The civil liability insurance contract for harm in the implementation of valuation activities No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 201\_

**5. Duration of services**

Within 30 (thirty) business days from the date of signing the relevant Agreement by the Parties in accordance with the calendar schedule.

At that, the Contractor shall commence providing the services on the date following the date of the Contract.

**6. Requirements for the assessment report.**

The results of the assessment must be presented in the form of the report with the assessment conclusion (hereinafter – the Assessment Report); the number of hard copies of the Assessment Report shall be three (3).

The form and the content of the Assessment Report must comply with the requirements of IVS and the RoK legislation.

The report should contain clear and concise conclusions about the cost that do not allow any ambiguous interpretation.

The assessment report should describe the purpose of the work and the scope of the survey conducted to obtain the result.

The assessment report should include a description of the analyzed information and data, the assessment approaches and procedures used, as well as reasoning justifying the analysis, opinions and conclusions of the report.

The assessment report should contain a definition of the valuation base and include the wording of all assumptions and restrictive conditions on which the conclusion of value depends.

The sheets of the Assessment Report, except for the front sheet, must be numbered, stitched and initialed by the assessor.

The assessment report should be prepared in Russian language (on paper and electronic media).

**7. Qualification requirements for the applicants:**

* a certificate of an assessor confirmed by the supporting documents (certificate for the valuation of property and intellectual property);
* at least 5 years of experience in the Kazakhstan market (acts of acceptance and delivery of services rendered and / or letters of recommendation);
* successful work experience with NAC Kazatomprom JSC for the last 5 years;
* successful work experience with subsequent approval of the results of work with PricewaterhouseCoopers auditors or other similar companies;
* the composition of the team that will carry out the assessment, indicating the project supervisor;
* the team must have at least two qualified assessors - full-time employees (certificate of assessor) who have been working with a potential supplier for at least two years before the date of submission of the application (notarized copies of employment books and / or statements from an individual pension account), having at least five years of experience in providing consulting services for assessing the value of companies with the provision of supporting documents (letters of recommendation and / or acts of acceptance and delivery of the services provided confirming participation in the assessment projects);
* membership of a potential supplier in the Chamber of Assessors of the Republic of Kazakhstan with the provision of supporting documents;
* a contract of compulsory civil liability insurance of a potential supplier in the implementation of valuation activities with the provision of supporting documents;
* the project supervisor on the part of the potential supplier who is a permanent directly hired employee of the potential supplier (a notarized copy of the employment book and / or an extract from the individual pension account) must be a qualified assessor in accordance with the requirements of the legislation of the Republic of Kazakhstan in the field of valuation (certificate of an assessor), must have at least five years of experience in providing consulting services in assessing the value of companies, securities, shares (deposits), in the authorized capitals of legal entities, intellectual property, the value of intangible assets, movable and immovable property, as well as in the assessment of enterprises as a property complex (letters of recommendation and / or acts of acceptance and delivery of the services provided, confirming the participation of the project supervisor in the assessment projects).

A mandatory requirement for the project supervisor is the availability of one (or more) of the following qualifications: CFA, ASA, RICS, confirmed by the supporting documents.

The team must have at least two experts with CFA qualification, confirmed by the supporting documents.

The team must have at least two experts with ACCA / CPA qualifications confirmed by the supporting documents.

As part of the application for participation in the request for proposals, a potential supplier must attach apostilled notarized electronic copies of the relevant qualification certificates, as well as a summary with a description of the valuation projects and work experience.

**8. Requirements for the organization of the services provided:**

1) The potential supplier must make a reasonable selection of the basic principles, approaches and methods for establishing the market value of the valuation subject based on the purpose of the valuation, the type of value to be determined, the specifics and technical and technological parameters and other conditions related to the valued object;

2) When choosing and applying assessment methods, the potential supplier must comply with the following basic requirements:

- identify the purpose of the valuation and the type of determined value;

- substantiate the valuation method;

- provide a comprehensive and clear presentation in the valuation report of reliable data, calculated indicators and reasonable results, not allowing their ambiguous interpretation;

- determine the total value of the valuation object;

3) A potential supplier must necessarily visit the valuation object to take photos and video shooting, with the mandatory inclusion of materials in the assessment report;

4) All activities carried out within the provision of services must be carried out by employees of a potential supplier; subcontracting of any part of the services is unacceptable;

5) The composition of the team of the potential supplier during the provision of services may be changed only upon the agreement with the customer;

6) All documents developed as part of the procured services must be agreed with the customer, certified by the signature of the chief executive officer of the potential supplier and sealed;

7) If the potential supplier is recognized as complying with the conditions of the request for proposals, the potential supplier (as the Supplier) must agree with the customer (as with the Customer) the calendar schedule of the project.

8) At the request of the customer, the potential supplier must update the valuation report upon the expiration of its validity at its own expense by the end of the current year.

**Appendix 2**

**to Request for Proposals**

**Potential Consultant’s Price Quotation**

(name of the potential consultant)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Asset** | **Analysis of the investment attractiveness** | | | | | | **Preparation for sale** | | | | | **Sale (support)** | | | | | |  | |
| **Analysis of market, economic and legal aspects** | **Brief financial analysis** | **Analysis of companies’ forecasts** | | **Development of proposals on the method, terms and conditions of sale** | **Preparation of the long list of potential investors** | **Assessment of asset, forming the initial price** | **Development of financial model** | **Preparation of information memorandum** | **Development of the detailed plan of a transaction** | **Filling and maintenance of the data room** | **Support in coordination with State Committee for Modernization of the RoK Economics** | **Preparation of the announcement of tender** | **Negotiations with investors and determining their interests** | **Development of tender documentation, qualification requirements and investment obligations** | **Structuring the purchase and sale transaction, the development of purchase and sale contract** | **Legal support of transaction** | **Quantity of services** | **Price for the company** |
| 100% participation share in Kazakhstan Solar Silicon, MC KazSilicon, Astana Sola LLPs |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Quantity of services** |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  | **TOTAL\*** | |
| **Price per service** |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total for service** |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |

**\*** Price in KZT without VAT including all expenses of the potential supplier for provision of services in accordance with Annex 1 to Request for Proposals, including overhead expenses (accommodation, catering, per diem, cost of air tickets, local transport and cost of communication) to be incurred by the consultant.

**(Signature) (full name, position)**

**Appendix 3**

**to Request for Proposals**

**Single-source Contract No. \_\_\_**

**for procurement of services on assessment of a market value of a participation share in the authorized capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP**

**Nur-Sultan \_\_\_\_\_\_\_\_\_\_\_\_ 2020**

**National Atomic Company Kazatomprom Joint Stock Company,** hereinafter referred to as the **Customer**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one part, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **Contractor**, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other part, together jointly referred to as the Parties, and separately as the Party, guided by sub-clause\_\_ of clause \_\_\_of article \_\_of the Procurement Procedure of SWF Samruk-Kazyna JSC and organizations where fifty and more percent of voting shares (participatory interests) directly or indirectly belong to Samruk-Kazyna on the right of ownership or under trust management approved by decision of the Board of Directors of Samruk-Kazyna (Minutes No.161) dated July 03, 2019, Procurement Management Standard of SWF Samruk-Kazyna JSC and organizations where fifty and more percent of voting shares (participatory interests) directly or indirectly belong to Samruk-Kazyna on the right of ownership or under trust management, approved by decision No.31/19 of Samruk-Kazyna Management Board dated September 09, 2019 (hereinafter – the Standard), and based on the decision of NAC Kazatomprom JSC, concluded this Single-source Contract for procurement of services (hereinafter – the Contract) on the following.

**1. Scope of Contract**

* 1. The Contractor shall render services (hereinafter referred to as the Services) in accordance with Appendices Nos. 1 and 2, which are integral parts of this Contract, and the Customer shall accept and pay for the Services rendered under the terms of this Contract, provided that the Contractor properly fulfills his obligations hereunder.

1.2. The Contractor shall start rendering Services under this Contract within \_\_\_ (*in words*) calendar days from the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*indicate the date of Services provision, if a specific calendar date is determined*) (start date of Services provision under this Contract).

1.3. The term for provision of the Services under this Contract is \_\_\_\_\_\_ (*in words*) calendar days from the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*indicate the period of Services provision, if it is determined).*

1.4. Services are deemed to have been provided by the Contractor fully and properly after the original Report on assessment of a market value of a 100% participation share in the authorized capitals of Kazakhstan Solar Silicon LLP, MC KazSilicon LLP, Astana Solar LLP (hereinafter the Report) was executed in writing and submitted to the Customer; it shall be approved in accordance with the established procedure and shall meet the requirements of the legislation of the Republic of Kazakhstan, as well as after the authorized representatives of the Parties have signed the Certificate of Services rendered and the Contractor has provided an invoice.

1.5. In this Contract the below terms will have the following meanings:

1.5.1. Contract means this agreement between the Customer and the Contractor made in writing and signed by the Parties with all Appendices and additions thereto, as well as with all necessary documentation referenced herein.

1.5.2. Total amount of the Contract is the price which shall be paid to the Contractor under this Contract for full and proper performance of all his obligations hereunder.

1.5.3. Services mean the services on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ provided by the Contractor to the Customer in accordance with the terms of this Contract and Appendices thereto.

1.5.4. Deficiencies - a service or part of services provided in violation of the terms of this Contract, including flaws, errors and inaccuracies.

1.5.5. Industrial safety is a management system that includes processes in the field of health, safety and environment and radiation and nuclear safety, electrical safety, transportation process safety.

**2. Total amount of Contract and payment order**

2.1. The total amount of this Contract is [**Contract amount**] ([**Contract amount in words**]) tenge, including VAT / excluding VAT, and includes all costs associated with the provision of services, as well as all taxes and fees stipulated by the legislation of the Republic of Kazakhstan and cannot be changed until fulfillment by the Parties of all their obligations hereunder, with the exception of cases provided for by this Contract and the Standard.

2.2. The cost per unit of Service is given in Appendix No.1 hereto and is not subject to increase during the validity term of this Contract.

2.3. Payment for the Services fully and properly rendered by the Contractor is made by the Customer by a wire transfer to the Contractor’s bank account specified in Section 16 hereof in accordance with clause 2.4. hereof.

2.4. Payment, including the final one, under the Contract is made no later than 30 (thirty) calendar days from the date of submission of the following documents:

2.4.1. Certificate of Services rendered signed by the Parties;

2.4.2. Electronic invoice through the E-invoicing Information System with a separate VAT line;

2.4.3. Report on local content in Services;

2.4.4. Reports on purchased goods from goods producers; (*this paragraph is applied to the procurement of services involving the use of these goods*);

2.4.5. Report on the Services rendered (included as necessary or other necessary documents confirming the quality and completeness of the Services rendered).

2.5. If the cost of the actually rendered Services does not reach the total amount of this Contract, the Contractor is not entitled to demand from the Customer payment of the remaining part of the total amount of this Contract.

2.6. The Customer is not responsible for late payment related to the late submission of a set of documents for payment.

**3. Terms, conditions and place of Services provision**

3.1 The terms, conditions, scope and place of Services provision are determined in accordance with Appendices Nos. 1, 2 hereto.

3.2 Services are accepted by the Customer in terms of volume and quality by the certificate of services rendered (hereinafter - the Certificate of Services rendered) in accordance with Appendix No.5 hereto. The date of Services provision shall be the date of signing of the Certificate of Services rendered by the Customer.

**4. Rights and obligations**

**4.1 The Contractor shall:**

4.1.1 Render the Services in a proper way and in time as specified in this Contract, and in full scope and on the conditions provided for in this Contract and its Appendices.

4.1.2 Deliver the rendered Services under the Certificate of Services rendered, in the form approved in accordance with the legislation of the Republic of Kazakhstan, and issue an invoice in accordance with the current legislation of the Republic of Kazakhstan.

4.1.3 Within **20 (twenty) business days** from the date of signing of this Contract, provide a security for the execution of this Contract with a validity period until the Contractor fully fulfills his obligations hereunder in the amount of [Percentage of the security] % of the total cost of this Contract in the form of *a bank guarantee or a guaranteed cash payment*, which is deposited to the Customer’s bank account specified in Section 16 of this Contract.

4.1.4 A bank guarantee shall contain the following information:

4.1.4.1 The type of a bank guarantee (guarantee for the contract execution / guarantee for advance payment return).

4.1.4.2 Name of the bank.

4.1.4.3 Number of the bank guarantee (guarantee obligation).

4.1.4.4 Date of the bank guarantee.

4.1.4.5 Name of the Contractor.

4.1.4.6 Number and date of contract.

4.1.4.7 Scope of contract.

4.1.4.8 Amount of the bank guarantee.

4.1.4.9 Validity term of the bank guarantee.

4.1.5 Provide local content in the Services not less than [**Percentage of the obligatory local content**] % of the amount of this Contract.

4.1.6 Upon completion of the Services, together with the final Certificate of Services rendered, provide the Customer with the actual calculation of the share of local content in the Services in the form in accordance with Appendix No.3 to this Contract, with copies of supporting documents attached.

4.1.7 Ensure the accuracy of the information provided regarding the local content in the Services. In case of providing false information, the Contractor shall be liable in accordance with the Standard and this Contract.

4.1.8. If there are goods of Kazakhstan origin used during provision of the Services under this Contract, ensure acquiring these goods from goods producers.

4.1.9. Together with the final Certificate of Services rendered, provide reports on goods purchased from goods producers and used during provision of Services under this Contract.

4.1.10. Provide the Customer with accurate and complete information about the Services rendered under this Contract.

4.1.11. Bear the risk of accidental rise in the cost of the Services under this Contract.

4.1.12. Immediately warn the Customer and until the Customer gives any written instructions, suspend the Services, if any adverse effects for the Customer on the execution of his instructions on the method of Services rendering have been identified.

4.1.13. Immediately warn the Customer about all circumstances beyond his control that threaten the quality of the Services provided by the Contractor or make it impossible to provide the Services in time / within the time specified in paragraph 1.3. hereof.

4.1.14. At his own expense, eliminate the deficiencies identified by the Customer within the time agreed by the Parties.

4.1.15. Follow the instructions of the Customer received during the provision of Services, if such instructions do not contradict the terms of this Contract.

4.1.16. Provide Services to the Customer personally.

4.1.17. Reimburse to the Customer the losses caused by improper fulfillment of the terms of this Contract, including as a result of violation of all warranties and representations under this Contract, as well as by other illegal actions.

4.1.18. Ensure the return of materials, including on paper and electronic media, provided by the Customer for use during the provision of Services.

4.1.19. Bear full responsibility before the Customer and state regulatory authorities for possible incidents resulting from non-compliance by the Contractor’s and (or) co-executors’ employees with the requirements of the safety, health and environment protection management system, with consequences for the Customer, the Contractor and (or) co-executors.

4.1.20. In case of fines imposed by state regulatory authorities on the Customer for possible incidents resulting from the activities of the Contractor, be liable for payments for damage.

4.1.21. Ensure provision of Services in accordance with the legislation of the Republic of Kazakhstan and regulatory documents in the field of occupational safety, including in the field of labor protection, industrial safety, environmental protection, radiation and nuclear safety, electrical safety, the safety of the transportation process and internal regulatory documents on industrial safety of the Customer.

4.1.22. In cases that threaten human life and health, environmental pollution, or in case of non-compliance with the requirements and standards, the Contractor may be prohibited from working at the Customer’s facilities, or the scope of his Services may be reduced only to those Services that the Customer considers possible. At the same time, the Contractor shall be responsible for the timely provision of the Services in accordance with the terms of this Contract.

4.1.23. Provide his staff with personal protective equipment and special clothing at the Customer’s facilities in accordance with the requirements of industrial safety.

4.1.24. Independently obtain a permit for emissions into the environment, make payments to the budget in the established manner for emissions into the environment related to emissions of pollutants into the atmosphere, discharges of pollutants from waste water, for the disposal of production and consumption waste, for excess pollution of the environment, compensation for damage to the environment as a result of his business activities.

4.1.25. Perform other duties stipulated and arising from the provisions of this Contract, the Standard and the legislation of the Republic of Kazakhstan, necessary for full and proper performance by the Contractor of his obligations hereunder.

**4.2 The Customer shall:**

4.2.1 Accept the Services under the Certificate of Services rendered **within 10 (ten) business days** after receipt thereof from the Contractor, or send a reasoned refusal to accept the rendered Services within the indicated period. If there are deficiencies in the Services rendered, send to the Contractor a list of deficiencies indicating the period for their elimination.

4.2.2 Sign the Certificate of Services rendered if there are no claims **within 10 (ten) business days** from the date of receipt thereof from the Contractor.

4.2.3 Timely pay for fully and properly rendered Services in accordance with the terms of the Contract.

4.2.4 Return to the Contractor the security provided for the return of the advance payment (prepayment) **within 10 (ten) business days** from the date of full and proper performance by him of his obligations under the Contract for the amount of the prepayment received from the Customer. The full and proper performance by the Contractor of his obligations under the Contract means the performance of the Services of due quality, in full and within the time limits established by this Contract, and accepted by the Customer in the manner established by this Contract.

4.2.5 Return to the Contractor the security provided for the execution of the Contract **within 10 (ten) business days** from the date of full and proper fulfillment by him of his obligations under the Contract.

4.2.6 If, in the course of control and supervision over the provision of the Services by the Contractor, deviations from the terms of this Contract are found that could impair the quality of the Services provided by the Contractor or other deficiencies, immediately notify the Contractor thereof in writing.

**4.3 The Contractor shall have the right to:**

4.3.1 Demand payment from the Customer for fully and properly rendered Services.

4.3.2. By written agreement with the Customer, determine the methods of Services provision.

4.3.3. With the written consent of the Customer, render the Services ahead of schedule upon reaching the required quality of the Services.

**4.4 The Customer shall have the right to:**

4.4.1 Demand the high quality and timely Services specified in this Contract and its Appendices; demand the elimination of deficiencies in the Services rendered.

4.4.2 If the Contractor does not fulfill his obligations on elimination of deficiencies in the Services rendered, the requirements of contractual obligations, give a written order to stop the provision of the Services in whole or in part until elimination of violations.

4.4.3 Terminate the Contract on the grounds provided for in the legislation of the Republic of Kazakhstan, the Standard and (or) the Contract.

* + 1. At any time, check the progress, quality and completeness of the Services provided by the Contractor, compliance with the deadline for the provision of Services.
    2. Refuse to execute this Contract and claim damages from the Contractor if the Contractor does not start providing Services within the time period specified in clause 1.2. hereof and/or renders the Services so slowly that their completion becomes clearly impossible within the time period specified in clause 1.3. hereof.
    3. If the Contractor fails to eliminate deficiencies in the Services, as well as if during the provision of the Services it becomes clear that the Services will not be provided by the Contractor in an appropriate manner, refuse to execute this Contract and claim damages.
    4. Refuse to execute this Contract and claim damages if the Contractor provides inaccurate information on the share of local content in the Services.
    5. Claim the amount of penalties (fines) accrued in case of non-performance and/or improper performance by the Contractor of his obligations in accordance with the terms of this Contract.
    6. At any time, check the progress and quality of the Services provided by the Contractor for compliance with occupational safety requirements, including regulatory legal acts of the Republic of Kazakhstan in the field of labor protection, industrial safety, environmental protection, radiation and nuclear safety, electrical safety, transportation process safety and internal regulatory documents on the Customer safety.
    7. Suspend or prohibit the Contractor from rendering the Services at the Customer’s facilities in cases that threaten human life and health and environment. At the same time, the Contractor is responsible for the timely provision of the Services in accordance with the terms of this Contract.
    8. Exercise other rights provided for and arising from the provisions of this Contract and the legislation of the Republic of Kazakhstan.
    9. After the Parties fulfill their obligations hereunder, the Parties undertake to sign a reconciliation act on the absence of mutual liabilities of the Parties under this Contract.

**5. Procedure of delivery and acceptance**

5.1 After provision of the Services, the Contractor shall send to the Customer for signing the Certificate of Services rendered, in accordance with the terms of this Contract, as well as an invoice drawn up in accordance with the requirements of the tax legislation of the Republic of Kazakhstan.

5.2 The Customer, together with the Contractor, checks the quality of the Services rendered and, **within 10 (ten) business days**, accepts the Certificate of Services rendered and signs such Certificate.

5.3 If the Customer finds deficiencies in the Services provided, as well as if the Contractor deviated from the terms of this Contract, the Customer shall notify the Contractor of the identified deficiencies in writing, and the Contractor shall eliminate all of these deficiencies **within 5 (five) business days**. After elimination of the deficiencies and/or disagreements, the authorized representatives of both Parties sign the Certificate of Services rendered.

5.4 The procedure of acceptance of Services is repeated until a result is obtained that meets the requirements of the Customer. In this case, the Services are deemed rendered from the date of elimination of the deficiencies and the signing of the corresponding Certificate of Services rendered, and the Customer’s obligation to pay for the Services under this Contract is extended for the duration of such a procedure. In the event the Contractor refuses to eliminate the deficiencies, the Customer has the right not to pay the cost of the Services.

5.5 If the deficiencies were not eliminated within the time periods specified in clause 5.3 hereof, the Customer has the right to apply the sanctions provided for in this Contract, and unilaterally refuse to execute this Contract and claim compensation for losses and expenses associated with such termination.

5.6. The Customer, having discovered after accepting the Services that there are deviations from this Contract and/or other defects (shortcomings) that could not be identified during the usual method of acceptance, hidden defects including those that were deliberately hidden by the Contractor, shall notify the Contractor thereof within a reasonable time upon the discovery. In this case, the Contractor is responsible for such deviations / deficiencies in accordance with this Contract and the legislation of the Republic of Kazakhstan.

**6. Guarantees and Quality**

6.1 The quality of the Services rendered shall comply with the requirements of the Customer, as well as the state standards / established requirements in the legislation of the Republic of Kazakhstan in the relevant industry for the specified type of services, then in effect in the Republic of Kazakhstan.

6.2 The Contractor guarantees free of charge elimination of errors, shortcomings and other inconsistencies of Services with the Specification (Appendix No.2 hereto).

6.3. The Contractor guarantees to the Customer that he has the relevant experience and qualification for rendering Services hereunder.

6.4. The Contractor hereby warrants that he has all the necessary rights, powers, licenses and permits for conclusion and proper execution of this Contract in accordance with the legislation of the Republic of Kazakhstan.

**7. Responsibilities of the Parties**

7.1 For failure to fulfill and/or improper fulfilment of obligations under this Contract, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and this Contract.

7.2 In the event that the Contractor violates the deadlines for provision of Services stipulated by this Contract and/or Appendices Nos. 1, 2 hereto, the Customer shall have the right to demand from the Contractor a penalty in the amount of 0.1% of the cost of untimely rendered Services, for each day of delay in providing the Services, but not more than 10% of the total amount of the Contract.

7.3 In case of refusal or inability of the Contractor to fulfill his obligations under this Contract, except as provided for in section 11 of this Contract, the Customer shall have the right to demand from the Contractor payment of a fine in the amount of 10% of the total amount of this Contract.

7.4 In case of violation of the deadlines for the Contractor’s elimination of the identified deficiencies, including, according to paragraph 5.3 hereof, the Customer has the right to demand from the Contractor a penalty in the amount of 0.1% of the total amount of this Contract for each day of delay, but not more than 10% of total amount of this Contract.

7.5 In the event of an unreasonable delay in payment for the Services rendered, the Contractor has the right to demand a fine from the Customer in the amount of 0.1% of the debt amount, for each day of delay, but not more than 10% of the debt amount.

7.6 In case of untimely provision and/or provision of inaccurate report on local content, in accordance with sub-clause 4.1.7. of clause 4.1. of this Contract, the Contractor pays to the Customer a fine of 15% of the amount of this Contract. In this case, if the Contractor provides inaccurate information on local content, the Customer is entitled to unilaterally refuse to execute this Contract and claim damages.

7.7 The payment of the penalty (fine) does not exempt the Parties from fulfilling the obligations stipulated by this Contract.

7.8 The Contractor agrees to withholding by the Customer of the amount of penalty (fine) due to the Customer for failure to fulfill and/or improper performance by the Contractor of his obligations hereunder from the amounts payable under this Contract.

7.9 If the Contractor fails to provide a security for the execution of the Contract within the period specified by this Contract:

7.9.1  unilaterally refuses to execute this Contract.

7.9.2 submits in the prescribed manner information to the authorized procurement authority for entering information about the Contractor into the List of unreliable suppliers of Samruk-Kazyna JSC.

7.10 In the event that the Contractor violates the contractual obligations, the Customer has the right to deduct from the amount of the security provided for the execution of this Contract the amount of the fine charged from the Contractor for violation of his contractual obligations and losses arising therefrom. The remaining amount of the security for the execution of this Contract shall be returned to the Contractor within no more than 10 (ten) business days from the date of full and proper performance by him of his obligations under the Contract, as well as the elimination by him of violations of the terms of the Agreement that are allowed and possible to be eliminated (in case of such violations) without including him in the List of unreliable potential suppliers (suppliers) of Samruk-Kazyna JSC.

Moreover, in the case of full payment of penalties by the Contractor before the Customer submits a statement of claim to the court, the security for execution of the contract by the Customer is not withheld, and the Contractor is not included in the List of unreliable potential suppliers (suppliers) of Samruk-Kazyna JSC.

7.11. In case of failure to fulfill obligations to purchase goods from goods producers, in accordance with subparagraph 4.1.9. of paragraph 4.1. of this Contract, the Customer has the right to require from the Contractor payment of a fine of 15% of the total amount of this Contract.

7.12. If the Services are provided to the Customer by the Contractor with deviations from the conditions of this Contract that have worsened the quality of the Services or with other shortcomings, the Customer has the right to demand from the Contractor at his option:

7.13.1. free of charge elimination of deficiencies in the Services provided by the Contractor within the period agreed by the Parties or specified in clause 5.3 hereof;

7.13.2. a pro rata reduction in the cost of the Services established by this Contract;

7.13.3. payment of a fine of 20% of the total amount of this Contract.

7.14. Obligation arises for the guilty Party to pay a penalty and/or fine from the date of receipt from the other Party of a written request to pay a penalty and/or fine. In the absence of such a written request, the obligation does not arise for the guilty Party to pay a penalty and/or a fine. This clause does not apply to a liability provided for in clause 7.6. hereof.

**8. Procedure of changes and termination**

8.1. Amendments to this Contract are made in accordance with the legislation of the Republic of Kazakhstan and the Standard.

8.2. This Contract may be terminated by agreement of the Parties in cases provided for by the legislation of the Republic of Kazakhstan and the Standard, or at the initiative of one of the Parties.

8.3. The Customer has the right to unilaterally refuse to execute this Contract by notifying the Contractor in writing \_\_ (\_\_) calendar days before the expected date of termination of this Contract, in cases, but not limited to:

8.3.1 If the Contractor becomes bankrupt or insolvent, and is also involved in a lawsuit. In this case, the termination is carried out immediately, and the Customer does not bear any financial responsibility in relation to the Contractor;

8.3.2 delay by the Contractor of the deadlines for the provision of the Services provided for by the terms of this Contract by more than \_\_ (\_\_) calendar days for the reasons beyond the control of the Customer;

8.3.3 undue Services rendering;

8.3.4 violation by the Contractor of the deadlines for eliminating deficiencies identified during the acceptance of the rendered Services established in this Contract;

8.3.5. at any time when the Customer does not have any need in the Services. At the same time, within \_\_ (\_\_) calendar days after the Customer sends a written notice of the repudiation from this Contract, the Parties shall make settlements according to the expenses actually incurred by the Contractor under this Contract. The Contractor’s actual expenses shall mean the cost of the Services actually rendered by him before the date of termination of this Contract, which shall be confirmed by the Certificates of Services rendered, signed by the authorized representatives of both Parties.

8.3.6. other circumstances entailing improper performance by the Contractor of his obligations hereunder.

8.4. In the event of the conditions specified in clause 8.3. hereof, the Contractor shall, within \_\_\_\_\_ (\_\_\_\_\_\_\_) business days from the date of a written notice from the Customer on termination of this Contract, compensate for losses and pay penalties (fines) provided for in Section 7 of this Contract.

8.5. The Contractor has the right to refuse to fulfill his obligations under this Contract only in case of a material non-fulfillment of the terms of this Contract by the Customer, warning him in writing \_\_ (\_\_) calendar days before the expected date of termination.

8.6. The Customer shall have the right to unilaterally terminate this Contract (refuse to execute this Contract) if the Contractor fails to provide a security for the execution of the Contract in the amount and within the term specified by this Contract.

**9. Correspondence**

9.1 If under the terms of this Contract it is necessary to conduct any correspondence, to submit or issue notifications, instructions, consents, approvals, certificates or someone else’s decisions and, unless otherwise agreed, this type of correspondence is carried out in writing without unreasonable refusals and delays.

9.2 All correspondence documents in connection with this Contract shall have the details of the Parties with the number of this Contract.

9.3 Any correspondence, notifications, reports, requests, requirements, approvals, consents, instructions, orders, certificates or other messages that shall be executed in writing under the terms of this Contract, provided in advance and delivered by a courier or by a registered letter with a mail notification, by fax or by e-mail followed by the original within 5 (five) business days from the date of receipt of the fax / email.

9.4 Any message sent by a courier, telex, telegram or fax is considered (if there is no confirmation of earlier receipt) delivered at the time of transmission.

9.5 A notification sent by a registered (air) letter is deemed delivered if there is a stamp of the post office or a courier service confirming the delivery of mail.

**10. Validity period**

10.1 This Contract shall enter into force *from the date of its signing by the authorized representatives of both Parties and shall be valid until the Parties fully and properly fulfill all their obligations hereunder, and in terms of mutual settlements - until the Parties fully and properly fulfill all their obligations hereunder*.

**11. Force majeure**

11.1 The Parties are exempted from liability for full or partial failure to fulfill obligations under this Contract if it was caused by force majeure circumstances. For the purposes of this section, “force majeure” means an event beyond the control of the Parties and having an unforeseen character. Such events may include but are not limited to actions such as hostilities, natural disasters, epidemics, quarantine, embargo and others.

11.2. In the event of force majeure circumstances, the Party for which it is impossible to fulfil its obligations shall inform the other Party of the estimated duration of force majeure in writing (notification) within 5 (five) calendar days from the moment of such circumstances and their reasons, as well as provide documents confirming the occurrence of such circumstances issued by a competent authority.

11.3. Failure to notify or late notification by the Party, for which it was impossible to fulfil obligations hereunder, about the circumstances relieving it from liability, deprives it of the right to refer to the fact of such force majeure.

11.4. If force majeure circumstances last more than \_\_\_\_\_ (\_\_\_\_) calendar days, either Party may refuse to fulfil its obligations hereunder, and in such a case neither Party shall be entitled to demand compensation for possible losses from the other Party.

**12. Disputes settlement**

12.1 All disputes and disagreements that may arise between the Parties from this Contract shall be resolved through negotiations.

12.2 If the Parties are unable to resolve a dispute by such negotiations, either Party may request to resolve the issue in a judicial proceeding in accordance with the legislation of the Republic of Kazakhstan. All issues not regulated by this Contract shall be governed by the laws of the Republic of Kazakhstan.

12.3 This Contract shall be governed by the laws of the Republic of Kazakhstan.

**13. Anti-corruption**

13.1 During fulfilment of their obligations hereunder, as well as in connection with the conclusion or termination of this Contract, the Parties assure that the Parties and their employees, and, as far as the Parties know, their affiliates, agents, representatives, intermediaries and (or) subcontractors (co-contractors ) do not commit, do not prompt to commit, actions that violate or contribute to a violation of the legislation of the Republic of Kazakhstan and *(the country of the counterparty is indicated)*, including in the field of the fight against corruption, as well as the UK Law “On Bribery” (hereinafter -“Anti-corruption legislation”), do not pay, do not offer to pay and do not allow the payment of any cash or valuables, directly or indirectly, to any persons in order to influence the actions or decisions of these persons in order to obtain any unlawful advantages or for other unlawful purposes.

13.2 During fulfilment of their obligations hereunder, as well as in connection with the conclusion or termination of this Contract, the Parties assure that the Parties and their employees, and, as far as the Parties know, their affiliates, agents, representatives, intermediaries and (or) subcontractors (co-contractors ) do not carry out actions qualified by the legislation applicable for the purpose of this Contract as giving / receiving a bribe, commercial bribery, as well as actions that violate the requirements of the Anti-corruption legislation.

13.3 Each of the Parties refuses to incite in any way the employees of the other Party, including by providing cash, gifts, gratuitous performance of works (services) to them and other means that put the employee in a certain dependence, and aimed at ensuring performance by this employee of any action in favor of the incenting Party.

13.4. The Customer has the right to request from the Contractor any documents containing information on the execution of the Contract in order to analyze the progress of the execution of the Contract.

13.5 If a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the relevant Party shall notify the other Party thereof in writing.

13.6 In a written notification, the Party is obliged to refer to the facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of these terms by the counterparty, its affiliates, employees, agents, representatives, intermediaries and (or) subcontractors ( co-executors) has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of Anti-corruption legislation.

13.7 The Parties acknowledge the implementation of procedures to prevent corruption and monitor their compliance. At the same time, the Parties shall make reasonable efforts to minimize business relations with counterparties that may be involved in corrupt activities, as well as provide mutual assistance to each other in corruption prevention.

13.8 The Party that has received a written notification in accordance with clause 13.5 hereof shall conduct an investigation within 10 days and submit the results thereof to the other Party.

13.9 If the Contractor suspects that a violation of any provisions of this section of the Contract has occurred or may occur, the Contractor may send a message about this in accordance with the Customer’s Policy of Confidential Information Sharing. The Policy of Confidential Information Sharing specifying the procedure for reporting violations of the Anti-corruption Law, as well as for considering such messages by the Customer, is available on the Customer’s corporate website.

13.10 The Customer reserves the right, at his discretion, to check the activities of the Contractor, its documents and records in connection with the execution of this Contract. The Customer undertakes to provide a written notice on such a check no later than 20 business days before the date of the proposed inspection, and may conduct it independently or with the involvement of a third party.

13.11. The Contractor shall confirm the receipt of such notification from the Customer no later than 5 business days from the date of receipt of the notification and confirm the date of the inspection within 10 business days after receipt of such notification. During the inspection, the Customer or an authorized third party may interview the Contractor’s employees in connection with the conclusion, execution, termination of this Contract.

13.12. If, as a result of the inspection, cases of violation by the Contractor of his guarantees and warranties are identified, the Contractor is obliged to take measures to eliminate inconsistencies and inform the Customer in writing about such measures no later than 10 working days from the date of such identification. Corrective actions shall be taken by the Contractor at his expense.

13.13. If the Contractor refuses to conduct an inspection or does not take measures to eliminate inconsistencies, or inconsistencies cannot be eliminated, the Customer has the right to unilaterally and in non-judicial manner refuse to execute this Contract by sending a written notice to the violating Party.

**14. Confidentiality**

14.1. The Parties undertake to maintain confidentiality with respect to information and/or documents related to the execution of this Contract, if such information and/or documents are specifically designated by one of the Parties as “Confidential”.

14.2. The Party undertakes not to disclose the content of this Contract without written consent of the other Party, except in cases related to the fulfillment of the requirements of judicial, law enforcement and other state bodies of the Republic of Kazakhstan, as well as in cases related to the provision of information to stock exchanges or authorized bodies of the relevant jurisdiction in the field of securities market regulation, information on the details of payment under this Contract in the form of a bank statement to the shareholder of the Customer Samruk-Kazyna JSC in accordance with the corporate standards, or in other cases as provided by the legislation of the Republic of Kazakhstan.

14.3. In any case, the Parties undertake to procure that during preparation of the documentation necessary for execution of this Contract, the transmitted information is limited to strictly necessary information.

14.4. Compliance with the terms of confidentiality is regulated by a separate confidentiality agreement between the Customer and the Contractor, concluded simultaneously with this Contract.

**15. Miscellaneous**

15.1 This Contract is made in Russian in 2 (two) copies having the same legal force, one copy for each of the Parties. All correspondence relating to this Contract and other documentation exchanged by the Parties shall comply with these conditions.

15.2 All appendices, amendments and additions to this Contract are its integral parts, provided they are made in writing and signed by the authorized persons of the Parties.

15.3. The integral parts of the Contract:

15.3.1. Appendix No. 1 – The List of goods, works and services to be purchased;

15.3.2. Appendix No. 2 – Specification;

15.3.3. Appendix No. 3 – Report on the local content in works and services;

15.3.4. Appendix No. - ……………

**16. Legal addresses and bank details**

National Atomic Company Kazatomprom JSC

17/12, E10 Street, Yessil district

Nur-Sultan, Z05T1X3

BIN 970240000816  
BIC HSBKKZKX  
IIC KZ356010131000049659  
Narodny Bank of Kazakhstan JSC  
Tel.: +7 (717) 245-8333  
[Position, full name of the chief executive of the Customer]

**Appendix No.1**

**to Contract**

**No.\_dated \_\_\_ \_\_\_\_\_2020**

**List of purchased goods, works and services**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Brief characteristics** | **Quantity** | **Price per unit** | **UoM** | **Amount without VAT** | **Delivery place** | **Delivery conditions** | **Delivery term** | **Payment terms** |
| 1 | Assessment services | Services on assessment of the market value of 25%, 49%, 50%, 51%, 75% and 100% of participation share in the charter capitals of Kazakhstan Solar Silicon LLP, MC KazSilicon LLP and Astana Solar LLP | 1 | 25 000 000 | Service | 25 000 000 | No. 17/12,  E-10,  Nur-Sultan | - | From the date of signing within 30 calendar days | Advance payment - 0 %,  Intermediary payment – 0 %, Final payment – 100 % |

**Appendix No. 2**

**to Contract No.\_\_\_\_**

**dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2020**

**SPECIFICATION**

**for assessment of the market value of up to 100% of participation share in the charter capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP**

**1. Subject**

The subject of the assessment is the market value of 25%, 49%, 50%, 51%, 75% and 100% of participation share in the charter capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP.

**2. Date of assessment**

The assessment will be conducted as of 31 March 2020.

**3. The purpose**

The assessment will be conducted for the sale of 100% participation share of NAC Kazatomprom JSC in the charter capitals of Kazakhstan Solar Silicon LLP, МC KazSilicon LLP, Astana Solar LLP in accordance with the decree of the Government of the Republic of Kazakhstan "On some privatization issues for 2016-2020" dated 30.12.2015 No.1141.

**4.** **Assessment standards and type of property value**

The assessment should be made in accordance with the International Valuation Standards and the applicable legislation of the Republic of Kazakhstan on the basis of the following regulatory documents:

Regulatory legal acts of the Republic of Kazakhstan and assessment standards:

The Law of the Republic of Kazakhstan dated 10.01.2018. No. 133-VIZRK "On assessment activities in the Republic of Kazakhstan";

The requirements for the form and content of the assessment report, approved by Order of the Minister of Finance of the Republic of Kazakhstan dated 03.05.2018 No. 501;

The valuation standard "Basic Terms and Definitions", approved by order of the Minister of Justice as of 28.01.2010. No. 26;

The standard “Valuation of the value of movable property”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018 No. 519;

The standard “Valuation of the value of real estate”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018, No. 519;

The standard “Bases and types of value”, approved by Order of the Minister of Justice of the Republic of Kazakhstan dated 05.05.2018 No. 519;

International Valuation Standards (IVS, 2017);

IVS 1 Market value as a basis for valuation;

IVS 2 Valuation bases other than market values

IVS 3 Valuation Reporting;

as well as other regulatory legal acts governing valuation activities

Assessor Information

The assessor of the Valuation Object under this Terms of Reference is:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [full name] (hereinafter referred to as the "Assessor");

- Employment contract with the Contractor No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_ 201\_;

- Certificate of assessor No. \_\_\_\_\_\_\_\_, issued by \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 201\_ by the Chamber of Assessors "Self-regulatory organization "Chamber of Professional Independent Assessors" (hereinafter - the" Chamber");

- Certificate of membership in the Chamber of Assessors "Self-regulatory organization "Chamber of Professional Independent Assessors" No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_\_ 201\_;

- The civil liability insurance contract for harm in the implementation of valuation activities No. \_\_\_\_\_ as of \_\_\_ \_\_\_\_\_\_\_\_\_\_\_ 201\_

**5. Duration of services**

Within 30 (thirty) business days from the date of signing the relevant Agreement by the Parties in accordance with the calendar schedule.

At that, the Contractor shall commence providing the services on the date following the date of the Contract.

**6. Requirements for the assessment report.**

The results of the assessment must be presented in the form of the report with the assessment conclusion (hereinafter – the Assessment Report); the number of hard copies of the Assessment Report shall be three (3).

The form and the content of the Assessment Report must comply with the requirements of IVS and the RoK legislation.

The report should contain clear and concise conclusions about the cost that do not allow any ambiguous interpretation.

The assessment report should describe the purpose of the work and the scope of the survey conducted to obtain the result.

The assessment report should include a description of the analyzed information and data, the assessment approaches and procedures used, as well as reasoning justifying the analysis, opinions and conclusions of the report.

The assessment report should contain a definition of the valuation base and include the wording of all assumptions and restrictive conditions on which the conclusion of value depends.

The sheets of the Assessment Report, except for the front sheet, must be numbered, stitched and initialed by the assessor.

The assessment report should be prepared in Russian language (on paper and electronic media).

**7. Qualification requirements for the applicants:**

* a certificate of an assessor confirmed by the supporting documents (certificate for the valuation of property and intellectual property);
* at least 5 years of experience in the Kazakhstan market (acts of acceptance and delivery of services rendered and / or letters of recommendation);
* successful work experience with NAC Kazatomprom JSC for the last 5 years;
* successful work experience with subsequent approval of the results of work with PricewaterhouseCoopers auditors or other similar companies;
* the composition of the team that will carry out the assessment, indicating the project supervisor;
* the team must have at least two qualified assessors - full-time employees (certificate of assessor) who have been working with a potential supplier for at least two years before the date of submission of the application (notarized copies of employment books and / or statements from an individual pension account), having at least five years of experience in providing consulting services for assessing the value of companies with the provision of supporting documents (letters of recommendation and / or acts of acceptance and delivery of the services provided confirming participation in the assessment projects);
* membership of a potential supplier in the Chamber of Assessors of the Republic of Kazakhstan with the provision of supporting documents;
* a contract of compulsory civil liability insurance of a potential supplier in the implementation of valuation activities with the provision of supporting documents;
* the project supervisor on the part of the potential supplier who is a permanent directly hired employee of the potential supplier (a notarized copy of the employment book and / or an extract from the individual pension account) must be a qualified assessor in accordance with the requirements of the legislation of the Republic of Kazakhstan in the field of valuation (certificate of an assessor), must have at least five years of experience in providing consulting services in assessing the value of companies, securities, shares (deposits), in the authorized capitals of legal entities, intellectual property, the value of intangible assets, movable and immovable property, as well as in the assessment of enterprises as a property complex (letters of recommendation and / or acts of acceptance and delivery of the services provided, confirming the participation of the project supervisor in the assessment projects).

A mandatory requirement for the project supervisor is the availability of one (or more) of the following qualifications: CFA, ASA, RICS, confirmed by the supporting documents.

The team must have at least two experts with CFA qualification, confirmed by the supporting documents.

The team must have at least two experts with ACCA / CPA qualifications confirmed by the supporting documents.

As part of the application for participation in the request for proposals, a potential supplier must attach apostilled notarized electronic copies of the relevant qualification certificates, as well as a summary with a description of the valuation projects and work experience.

**8. Requirements for the organization of the services provided:**

1) the potential supplier must make a reasonable selection of the basic principles, approaches and methods for establishing the market value of the valuation subject based on the purpose of the valuation, the type of value to be determined, the specifics and technical and technological parameters and other conditions related to the valued object;

2) when choosing and applying assessment methods, the potential supplier must comply with the following basic requirements:

- identify the purpose of the valuation and the type of determined value;

- substantiate the valuation method;

- provide a comprehensive and clear presentation in the valuation report of reliable data, calculated indicators and reasonable results, not allowing their ambiguous interpretation;

- determine the total value of the valuation object;

3) a potential supplier must necessarily visit the valuation object to take photos and video shooting, with the mandatory inclusion of materials in the assessment report;

4) all activities carried out within the provision of services must be carried out by employees of a potential supplier; subcontracting of any part of the services is unacceptable;

5) the composition of the team of the potential supplier during the provision of services may be changed only upon the agreement with the customer;

6) all documents developed as part of the procured services must be agreed with the customer, certified by the signature of the chief executive officer of the potential supplier and sealed;

7) if the potential supplier is recognized as complying with the conditions of the request for proposals, the potential supplier (as the Supplier) must agree with the customer (as with the Customer) the calendar schedule of the project.

8) at the request of the customer, the potential supplier must update the valuation report upon the expiration of its validity at its own expense by the end of the current year.

**Appendix No.3**

**to Contract No.\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 2019**

**Report on local content in works and services**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.  Contract  (m) | Cost of  Contract  (СДj)  **KZT** | Total cost  of goods under  contract (СТj)  **KZT** | Total cost  of subcontract agreements  under the contract  (ССДj)  **KZT** | Share of payroll fund  for Kazakhstan staff  executing  j contract (Rj)  **%** | No.  Goods  (n) | Amount of goods  procured  by the supplier for the purpose of  contract fulfilment | Cost of goods  **KZT** | Cost  (CTi)  **KZT** | Share of Kazakhstan content according to the  Certificate  СТ-KZ (Ki)  **%** | Certificate СТ-KZ | | Note |
| Number | Date of issue |
| 1 |  |  |  |  | 1 | - | - | - | - | - | - | *-* |
| 2 |  |  |  |  | 2 |  |  |  |  |  |  |  |
| m |  |  |  |  | n |  |  |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |  |  |  |  |  |  |  |

Share of local content is calculated according to the Single Method for calculation by organizations of local content during procurement of goods, works and services

approved by Order No.87 of the Minister for Investments and Development of the Republic of Kazakhstan dated January 30, 2015 under the following formula:

**C:\Users\gbaimenkenova\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AppData\Local\Lawyer\USER0\J5Temp\Kit-Maximum(15.11.2009)\0.files\040194203.JPG

**КСр/у** local content (КСр/у) in the contract for works (services) delivery,

**n** total number of goods procured by the Provider for the purpose of contract performance

both directly or through subcontracting;

**і** item number of the goods

**CТi** cost of i goods;

**Ki** share of local content in goods, specified in certificate CT-KZ;

Ki = 0, if there is no certificate CT-KZ

**m** Total number of contracts concluded for the purpose of delivery of works (services),

including contract between the Customer and the contractor, contracts between the contractor and subcontractors and etc.

**j** item number of the contract;

**СДj** cost of j contract;

**CTj** The total value of the goods purchased by the supplier or subcontractor under the j contract;

**CСДj** The total value of subcontracts concluded within the framework of the performance of the j contract

**Rj** Share of payroll fund for Kazakhstan staff against the total number of staff of the supplier

or the subcontractor performing j contract;

**S** Total cost of contract for procurement of work (service).

**Share of local content (%): \_\_\_\_\_\_\_\_\_\_\_stamp here

**\*\*КСр/у =**  Full name of CEO, signature

*\*\* total share of local content is given in digital format up to two decimal places (0.00)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stamp here

Full name, telephone number

**Appendix No. 4**

**to Contract No.\_\_\_\_**

**dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2019**

**Information on the conflict of interests**

*Hereby \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Provider rendering the services on assessment of the market value of 25%, 49%, 50%, 51%, 75% and 100% of participation share in the charter capitals of Kazazakhstan Solar Silicon LLP, MC KazSilicon LLP and Astana Solar LLP in accordance with Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_, 2020, certifies by its signature below that:*

*1) there are no situations involving conflicts of interest between the interests of the Provider and the interests of the Customer, the employees of the Customer and the employees of the Provider, employees of one Provider and employees of the other Provider, persons in relations with employees of the Customer and the Customer, between the interests of the Republic of Kazakhstan, the Government or government bodies of the Republic of Kazakhstan and the interests of the Contractor;*

*2) with respect to potential conflicts of interest:*

1. there are no contractual relations between the Contractor and a third party in the Project existing simultaneously within one and the same Project, as well as between the Customer and the same Contractor.
2. there are no existing contract legal relations between the Contractor and a third party of the Project, provided there are contract relations in the past or present between the same Contractor and the Customer on other projects;
3. there are no existing contractual legal relationships in the Project with participation of the Republic of Kazakhstan and (or) the Government of the Republic of Kazakhstan between the Customer’s Contractor, the Customer and the Republic of Kazakhstan and (or) the Government, given the contractual legal relationship between the same Contractor and the third person in the Project in the past or at present, related to the subject of the Project, where the interests of the Republic of Kazakhstan and (or) the Government of the Republic of Kazakhstan did not coincide or do not coincide with the interests of the third party in the Project or the Contractor;
4. the Contractor has no financial interests with the third person in the Project, with whom the Contractor is interested in keeping business relations or presenting business opportunities by such a person to the Contractor, to the detriment of the Customer’s interests;
5. none of the chief officers, partners or any other employees of the Contractor works concurrently in the third person in the Project as the chief officer, partner or through participation in its bodies;
6. the absence of the Contractor’s representation, which results or may result in parallel conflict of interests (parallel conflict may occur, if the representation of the current client of the Contractor will not correspond to the interests of the Customer; or if there is a risk that a representation of one or more current clients of the Contractor will violate obligations of the Contractor before the Customer);
7. the absence of its own interest and the interest of the persons who are connected with the employee of the Customer/Contractor, in the decision, which shall be taken by the employee of the Customer personally or in the decision of which the Customer’s employee shall participate, or the acts, which the Customer’s employee shall make during the fulfilment of his/her labour duties under the Project;
8. the absence of labour or other relations of the Customer’s employee with the Contractor, as well as the absence of the fact of receiving or intention to receive a property benefit, or advantage from the Contractor under the Project
9. persons who are in relations with the Customer’s employee has no relations with the Contractor and the absence of the fact of receiving or intention to receive a property benefit, or advantage from the Contractor;
10. absence of other conflict situations which are known to the Contractor.

*Note\*: disclosure of additional information about the absence of situations resulting in the conflict (if necessary)*

*5) that the signatory of this form has powers to sign this form on behalf of the Contractor, thus expressing the undertaking of obligations and consent with the terms in the draft Contract for consulting services (hereinafter – the Contract), including, but not limited to, in terms of:*

* responsibility of the Contractor for intentional or unintentional submission of false information about the absence of conflict of interest;
* obligations of the Contractor to promptly inform the management of the Customer on any events and (or) facts having relation to the conflict of interest issues;
* prohibition to represent the interests of the third parties by the Contractor on the issues, related to or resulting from the subject of the Project, with the term of at least 5 (five) years (except for the cases when the Contract has a longer term of confidentiality mode (based on the specific features of the Project and/or cases set by the laws of the Republic of Kazakhstan);
* prohibition to evade from responsibility in case of conflict of interest on any grounds, irrespective of the scope of activity of the Contractor or its business reputation;
* unconditional confirmation by the Contractor of the fact of absence of conflict of interest with the Customer, organizations included into the Fund’s group, Republic of Kazakhstan, Government of the Republic of Kazakhstan;
* full liability of the Contractor before the Customer for any damage (both actual and lost opportunity), caused as a result of conflict of interest;
* obligations of the Contractor to strictly comply with the non-disclosure mode with regard to information received from the Customer, to provide the return and (or) destruction of the received information/data in case of termination of the Contract (such obligations may be specified by a separate non-disclosure contract/agreement);
* prohibition to represent the interests of the Customer, if such representation causes or may cause a concurrent conflict of interest;
* the Contractor’s liability in the form of forfeit/penalty (taking into account the Contract value) for submission of inaccurate information with regard to the conflict of interest, for violation of guarantees and warranties of the Contractor on the absence of conflict of interest;
* the Customer’s right for early termination of the Contract in case of conflict of interest taking into account the provisions specified in the Corporate Standard for prevention of conflict of interest in involving consulting services by organizations of the group of Samruk-Kazyna JSC (*hereinafter - the Standard*), without any penalties to the Customer and indemnifying the Customer from any liability or damage resulting from the early termination;
* the Customer’s right to unilaterally refuse to perform Contract and to claim damages if the Contractor submits false information with respect to Information on the conflict of interests contained in this form.
* the Contractor’s consent to include it into the Shared Database of Samruk-Kazyna group containing data about the Consultants on the issues of conflict of interest (*hereinafter – the Shared Database*), with disclosure of all data specified by the Shared Database, in case of identifying a conflict of interest in the process of consulting services rendering by the Contractor;
* the Customer’s right to trace and collect information about Consultants from any sources not prohibited by the laws of the Republic of Kazakhstan, including from the mass media and etc.;
* the Contractor’s consent for the written application of the Customer, subject to the Standard, to state agencies, professional associations, where the Contractor is the member, for the purpose of getting due information about the Contractor and (or) notice of the professional association about violation by the Contractor of its obligations, generally accepted norms and rules of conduct and business ethics, provisions and requirements of the Standard. In case of refusal, such refusal shall be legally substantiated. In case of unsubstantiated refusal, the Customer, suspecting the conflict of interest, shall have the right to consider such a refusal as the confirmation of the Contractor of the conflict of interest;
* the consent of the Contractor or its legal representative for collection, processing and use of personal data of the Contractor and its employees engaged in consulting services;
* in case of conflict of interest, the Contractor’s consent for inclusion (including, but not limited to the abovementioned grounds contained in this form, clauses 1-10) into the Shared Database on the conflict of interest of the Customer with disclosure of all data specified by the requirements of the Shared Database.

The documents certifying the powers of the Contractor signatory have been submitted.

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (signature, seal) |

\_\_\_\_\_\_\_\_\_\_\_, 2020

**Appendix No.5**

**to Contract No.\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_, 2020**

Appendix

to the order of the Minister of Finance

of the Republic of Kazakhstan

No.458 dated October 27, 2014

Appendix 50

to the order of the Minister of Finance

of the Republic of Kazakhstan

No. 562 dated December 20, 2012

Р-1 Form

|  |  |  |
| --- | --- | --- |
|  |  | IIN/BIN |
| Customer: National Atomic Company Kazatomprom Joint Stock Company, No. 17/12, E-10 Street, Yessil district, Nur-Sultan, Z05T1X3. |  | 970240000816 |
| (full name, address, communication means) |  |  |
| Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (full name, address, communication means) |  |  |

Contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Number  of the document | Date of issue |
|
| No. | \_\_ \_\_\_\_\_\_\_\_\_ 2020\_ |

CERTIFICATE OF WORKS PERFORMED (SERVICES RENDERED)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Number in order | Name of works (services) | Date of Works Performance (Services Rendering) | Information on the availability of a report on marketing research, consulting and other services (date, number, number of pages) | Unit of measurement | Works Performed (Services Rendered) | | |
|  | Number | Unit Price, KZT | Cost |
| 1 | 2 |  | 3 | 4 | 5 | 6 | 7 |
| 1 |  |  |  |  |  |  |  |
|  |  |  |  | **Total** | **1** | **х** |  |
| **including VAT:** | | | | |  |  |  |

Total items \_\_\_, in the amount of \_\_\_\_\_\_\_\_ KZT

Cost in words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Information on the use of stocks received from the customer (name, number, value): \_\_\_\_\_\_\_

List of documents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **Delivered by (Contractor)**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Accepted by (Customer)**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

*Full name Full name*

**Appendix 4**

**to the Request for Proposals**

**Proposal Form**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(please indicate the name of the organizer of the request for proposals)

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(please indicate the name of the potential consultant)

* + - 1. Information on potential consultant:

|  |  |
| --- | --- |
| Full name of the legal entity - potential consultant (in accordance with the certificate of state registration) |  |
| BIN: |  |
| Number and date of VAT registration certificate |  |
| Legal, mailing and email addresses, phone numbers of a potential consultant |  |
| Bank details of a potential supplier |  |
| Full name of the chief executive officer |  |

* + - 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby (please, indicate the full name of the legal entity)

expresses its desire to participate in the procedure for selecting a provider of services on assessment of the market value of 25%, 49%, 50%, 51%, 75% and 100% of participation share in the charter capitals of Kazazakhstan Solar Silicon LLP, MC KazSilicon LLP and Astana Solar LLP related to the sale of Kazazakhstan Solar Silicon LLP, MC KazSilicon LLP and Astana Solar LLP as a potential consultant and agrees to provide services in accordance with the requirements and terms specified in the request for proposals.

* + - 1. The potential consultant with this proposal confirms that it is familiar with the request for proposals and is aware of the responsibility for providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the commission (please, indicate the name of the organizer of the request for proposals)

fee with the unreliable information on its competence, qualification, qualitative and other characteristics of the services provided, its adherence to the copyright and related rights, as well as other restrictions.

The Potential consultant accepts full responsibility for provision of inaccurate information in this proposal and the documents attached hereto.

4. This proposal (on \_\_\_\_ sheets) is stitched and numbered, and the last sheet is certified by the signature of the chief executive officer and the seal of the potential consultant.

5. This proposal is valid until \_\_\_\_\_\_\_\_\_\_\_\_ 2019 inclusive.

1. In the event that this proposal is recognized as winning, we undertake to provide a security for the execution of the procurement contract in the amount of \_\_\_\_\_ percent (s) of the total value of the contract. The potential consultant agrees with the conditions, type, amount and method of execution of the procurement contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_/

**(Position, full name and a signature of the legal entity’s (potential supplier’s) CEO**

**(seal)**

**Approvals to Request for Proposals**

**for selecting the services of External Consultant**

**on the assessment of the market value of participation share**

**in the authorized capitals of Liability Limited Partnerships**

**Kazakhstan Solar Silicon, MC KazSilicon and Astana Solar**

**Chair of the Committee:**

/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**Deputy of Chair of the Committee:**

/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**Members of the Committee:**

/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/