Approved by

Decision of the Commission on Sale and Restructuring of Caustic JSC   
dated April 09, 2019 (Minutes No.47)

**Request for proposals**

**for selecting services of the Consultant for assessment of the market value of equity stake in Caustic JSC,** related to the sale of Caustic JSC

The request for proposals was drafted in accordance with the Uniform Rules for Sale and Restructuring of Assets by Samruk-Kazyna Sovereign Wealth Fund Joint-Stock Company and organizations, more than fifty percent of voting shares (participatory interests) of which 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 and organizations, more than fifty percent of voting shares (participatory interests) of which are directly owned by Samruk-Kazyna JSC on the right of ownership, approved by decision of the Executive Board of Samruk-Kazyna JSC on March 30, 2017 No.10/17 (hereinafter - the Order) and the Rules for Procurement of Goods, Works and Services by Samruk-Kazyna Sovereign Wealth Fund JSC and organizations more than fifty percent of voting shares (participatory interests) of which are directly owned by Samruk-Kazyna JSC on the right of ownership or trust management approved by decision of the Board of Directors of Samruk-Kazyna JSC dated January 28, 2016 No.126.

**Scope:** services on assessment of the market value of **40% stake of NAC Kazatomprom JSC in Caustic JSC**, for further sale of Caustic JSC (hereinafter - Services).

**Customer (name and location):** NAC Kazatomprom JSC, actual address: 17/12, E-10 Str., Astana, office of NAC Kazatomprom JSC.

**Contractor**: potential Consultant selected based on this Request for proposals for selection of services of the Consultant for assessment of the market value of Kazatomprom stake in Caustic JSC.

**Period of services:** The **Contractor** shall start rendering Services next day after the authorised parties sign the contract for rendering services for assessment of the market value of **40% of Kazatomprom stake in Caustic JSC**. After the Contractor receives a request from the Customer the Contractor shall render Services within the period specified in Appendix No.1 hereto.

**Email and telephones for potential consultants applications** [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.

**Proposals from potential Consultants are accepted at the address:**17/12, E-10 Str., Astana, office of NAC Kazatomprom JSC **by 13:00, May 29, 2019.**

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

**Potential consultants proposals will be opened at the following address:** 17/12, E-10 Str., Astana, office of NAC Kazatomprom JSC at 15:00, on May 30, 2019.

**Registration of potential consultants (their authorised representatives) will take place till 13:00, May 29, 2019** at the following address:17/12, E-10 Str., Astana, office of NAC Kazatomprom JSC.

**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 the proposal**

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, pages or sheets numbered, the last page or sheet 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 with the Proposal, the potential consultant should indicate:

- 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 in a chronological order shall enter information about potential consultants who have submitted envelopes with proposals before the expiration of the prescribed period into the Registration Book.

4. Proposal shall be made on the language of the request of proposals. Proposal may contain documents drafted on the other language, provided they will be followed by notarial translation to the language of this request for proposals, and in such a case translation will prevail.

Proposal period shall be equal or less than the period specified in the request for proposals.

5. Submission of more than one Proposal for 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 for 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 proposal**

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

7. The Proposal shall contain:

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

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

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

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

6) a power of attorney to the person(s) representing the interests of 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) a 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) a unified scanned version of all attached documents (in PDF) on an electronic carrier.

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 interests of 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 to 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 that are significant for selection of the consultant.

**IV. Change of proposal and its withdrawal**

9. If necessary, the potential consultant changes or withdraws his 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 expiration of the deadline for submission of proposals provided for in the request for proposals.

10. Notice of withdrawal of the Proposal shall be made in a free form of application 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.

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 minutes of Proposals opening is signed on a per-page basis by all present members of the commission on the day of the commission’s meeting.

**VI. Information on assets (or) link**

**to publicly available sources of information on assets**

13. Information on the asset 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 Proposals consideration**

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

16. The Commission 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 commission, proposed measures to eliminate, minimize and/or prevent conflict of interest are not enough, or if there are no data in the proposal, specified by sub-clause 9) of clause 7 hereof;

5) if a potential consultant or his subcontractor (co-contractor) or a legal entity included in the consortium is in the List of Unreliable Potential Providers of the Holding and/or in the Register of Dishonest Participants of state procurements and/or in the List of Fake Enterprises.

Rejection of proposals for other reasons is not allowed.

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

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

Appendices to request for proposals:

Appendix 1 Technical Specification

Appendix 2 Price quotation of a potential consultant;

Appendix 3 Draft Contract;

Appendix 4 Proposal Form.

**Appendix 1**

**to the request for proposals**

**TECHNICAL SPECIFICATION**

**for assessment of the market value of the stake in Caustic JSC**

1. **Asset to be assessed**

The market value of 40% of Kazatomprom stake in Caustic JSC is subject to assessment.

1. **Date of Assessment**

Assessment will be made as of March 31, 2019.

1. **Aim of Assessment**

Assessment will be made for the purpose of selling of up to 40% of Kazatomprom stake in Caustic JSC, in accordance with the decree of the Government of the Republic of Kazakhstan No.1141 “On some issues of privatization for 2016-2020” dated 30.12.2015. №1141.

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

Assessment shall 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:

Laws and Regulations of the Republic of Kazakhstan and Valuation Standards:

Law of the Republic of Kazakhstan dated 10.01.2018 No.133-VI “On assessment activity in the Republic of Kazakhstan”;

Requirements to the form and content of the assessment report, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.501 dated 03.05.2018;

“Basic Terms and Definitions” assessment standard No.26, approved by order of the Minister of Justice dated January 28, 2010; № 26;

“Assessment of Movable Property” assessment standard, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.519 dated 05.05.2018;

“Assessment of Real Estate” assessment standard, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.519 dated 05.05.2018;

“Bases and Cost Types” assessment standard approved by Order of the Minister of Justice of the Republic of Kazakhstan No.519 dated 05.05.2018;

International Valuation Standards (IVS), 2017:

IVS 1 Market value as a valuation base;

IVS 2 Valuation bases other than market value

IVS 3 Cost valuation reporting;

as well as other regulatory acts governing the valuation activities.

**5. Period of Services**

Within 30 (thirty) calendar days from the date of signing by the Parties of the relevant Contract, according to the schedule.

At the same time, the Contractor is obliged to proceed with the provision of services on the next day from the date of signing by the Parties of the Contract.

**6. Requirements to Valuation Report**

The results of the work should be presented in the form of a report with a Valuation Opinion (hereinafter - the Valuation Report); the number of hard copies of the Valuation Report (on paper) - 3 (three) copies.

The form and content of the Valuation Report shall comply with the requirements of IVS, legislation and regulatory acts of the Republic of Kazakhstan.

The report shall contain clear conclusions about the cost, that can not have varying interpretations.

The Valuation Report should describe the purpose of work and scope of research for the purpose of results obtaining.

The Valuation Report should include a description of the analysed information and data, the evaluation approaches used and the evaluation procedures, as well as the arguments to prove the analysis, opinions and conclusions contained in the report.

The Valuation Report should contain a definition of the valuation base and include the wordings of all assumptions and restrictive conditions on which the value opinion depends.

The pages of the Valuation Report, except for the front page, must be numbered, stitched and initialled by the evaluator.

The Valuation Report should be prepared in Russian (on paper and electronic media).

**7. Qualification requirements to applicants for participation in the valuation:**

appraiser certificate with the supporting documents (certificate for property and intellectual property valuation);

legal capacity (certificate of state registration of a legal entity),

at least 5 years’ experience in the market of the Republic of Kazakhstan (acts of acceptance of services rendered and/or letters of recommendation);

coordination of work results with auditors of NAC Kazatomprom JSC;

the composition of the team that will carry out valuation, indicating the project supervisor;

at least three qualified appraisers - full time employees (appraiser certificate) in the team, working with a potential provider for at least two years before the date of submission of application (notarized copies of employment books and/or individual retirement account statement), having at least five years of experience in providing consulting services in the valuation of companies with the provision of supporting documents (letters of recommendation and/or delivery and acceptance certificate of rendered services, confirming the participation of qualified evaluators in evaluating projects);

membership of a potential provider in the Chamber of Appraisers of the Republic of Kazakhstan with the provision of supporting documents;

compulsory insurance agreement of potential provider’s civil responsibility during valuation activities with the provision of supporting documents.

The project’s supervisor on the part of the potential provider — a full time employee of the potential provider (a notarized copy of the employment book and/or individual retirement account statement) must be a qualified appraiser in accordance with the requirements of the legislation of the Republic of Kazakhstan in the field of evaluation (appraiser certificate), must have at least five years of experience in providing consulting services in the valuation of companies, securities, participatory interests, shares (contributions) in the charter capital of legal entities, objects of intellectual property, the value of intangible assets, movable and immovable property, as well as the evaluation of enterprises as a property complex (letters of recommendation and/or delivery and acceptance certificates of rendered services, confirming the participation of the supervisor in the evaluation projects).

Presence of a project team membership of RICS/ASA, or another international association of qualified appraisers, with supporting documents provided.

The team shall have at least four experts with qualifications: CFA, with supporting documents.

The team shall have at least four experts with qualifications: ACCA/CPA, with supporting documents.

With regard to documents originating from the competent authorities and organizations of foreign countries, in addition to the requirements, the qualification of specialists is confirmed by electronic copies of apostilled documents or notarized copies of apostilled documents with a notarized translation into Russian.

**8. Requirements to services organization:**

1. the potential provider must make a reasonable choice of the basic principles, approaches and methods for determining the market value of the property to be valued, based on the purpose of the valuation, the type of value to be determined, the specifics and technological parameters and other conditions relating to the valuation object;
2. selecting and applying evaluation methods, a potential provider should comply with the following basic requirements:

to identify the purpose of the assessment and the type of determined value;

to justify the evaluation method;

to provide a comprehensive description in the evaluation report of reliable data, calculated indicators and reasonable results, which do not have varying interpretations;

to determine the final cost of evaluation object;

3) the potential provider must necessarily make a trip to the object of evaluation, and take pictures, videos, with the mandatory inclusion of these materials in the evaluation report;

1. all activities carried out within the provision of services must be performed by the employees of the potential provider, subcontracting of any part of the services is not allowed;
2. the composition of the potential provider’s team during the provision of services may be changed only in agreement with the customer;
3. all documents developed within the framework of services must be agreed with the customer, signed by the first head of the potential provider and sealed;
4. if a potential provider is recognized as complying with the terms of the request for proposals, the potential provider (as the Provider) must agree with the customer (as with the Customer) the calendar schedule of the project.
5. At the request of the customer, the potential provider is obliged to update the evaluation report upon the expiry of the evaluation report at its own expense before the end of the current year.

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**Appendix 2**

**to the request for proposals**

**Price quotation**

**of the potential consultant**

(potential Provider name)

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of the**  **Asset** | **Analysis of the investment attractiveness of the asset** | | | | | **Preparation for sale** | | | | | | **Sale (support)** | | | | |  | |
| **Analysis of market, economic and legal aspects** | **Brief financial analysis** | **Analysis of the company’s forecasts** | **Development of proposals on the method, terms and conditions of sale** | **Preparation of a long list of potential investors** | **Asset valuation, the formation of the initial price** | **Development of financial model** | **Preparation of information memorandum**  **меморандума** | **Development of a detailed plan for transaction completion** | **Filling and maintenance of the data room** | **Support in the approval process of the method and timing of asset sale with the State Commission on the Issues of Modernization of the Economy** | **Preparation of announcement of tender** | **Negotiations with investors and determination of their interest** | **Development of tender documentation, requirements and investment obligations** | **Purchase and sale transaction structuring, development of ДКП** | **Legal support of the transaction** | **Number of services** | **Price per company** |
| Caustic JSC (40%) | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** | **+** |  | **16** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Number of services** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **1** | **TOTAL\***  **\_\_\_\_\_\_\_** | |
| **Price for the service** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Total for the service** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

\* Price, in KZT excluding VAT, including all expenses of a potential Provider for services rendering in accordance with Appendix 1 to the request for proposals, including overhead costs (accommodation, meals, per diem, airfare, local transport and communication costs), which will be incurred by the consultant.

**(Signature) (Position, full name)**

**Appendix 3**

**to the Request for Proposals**

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

**for single-source procurement of services on assessment of the market value of assets**

**Astana \_\_\_\_\_\_\_\_\_, 2019**

**National Atomic Company Kazatomprom Joint-Stock Company**, established and acting under the laws of the Republic of Kazakhstan, hereinafter referred to as the “**Customer**”, represented by its Managing Director for Development and Investments Nurbek Karibzhanov, acting under Power of Attorney No. 4-Д dated January 04, 2019, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the one hand, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, established and acting under the laws of the Republic of Kazakhstan, hereinafter referred to as the “**Provider**”, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, hereinafter collectively referred to as the Parties,

guided by sub-clause 9) of clause 138 of the Rules for Procurement of Goods, Works and Services by Samruk-Kazyna Sovereign Wealth Fund Joint Stock Company and organizations, fifty or more percent of shares (participatory interests) of which directly or indirectly belong to Samruk-Kazyna JSC on the right of ownership or under trust management, approved by decision of the Board of Directors of Samruk-Kazyna JSC dated January 28, 2016 No.126 (hereinafter referred to as the Procurement Rules), Minutes of the meeting No.19 dated March 14, 2017 of the Commission for the Sale of Assets of NAC Kazatomprom JSC, decision of the Executive Board of NAC Kazatomprom JSC No.\_\_\_ dated \_\_\_\_\_\_\_ 2017, entered into this Contract for single-source procurement of services on assessment of the market value of assets (hereinafter - the Contract) as follows:

In this Contract the below terms will have the following interpretation:

1. Contract means agreement reached between the Customer and the Provider, fixed in writing and signed by the Parties with all Appendices and additions thereto, as well as with all necessary documentation referenced herein.
2. Total amount of Contract is the price, including VAT, which shall be paid by the Customer to the Provider under this Contract for full and proper performance by the Provider of all his obligations hereunder.
3. Services mean services of assessment of the market value of 25%, 40%, 49%, 50%, 51%, 60%, 75% and 100% of Caustic JSC shares, provided by the Provider in accordance with the terms of this Contract.
4. Standard - a Corporate standard for prevention of conflicts of interest in attracting consulting services by organizations within the group of Samruk-Kazyna JSC, approved by the decision of the Executive Board of Samruk-Kazyna JSC on October 28, 2014, Minutes No.48/14.
5. **SCOPE OF CONTRACT**
   1. The Customer instructs and pays for, and the Provider undertakes to provide the Services in accordance with the Technical Specification, which is Appendix No.1 hereto and in accordance with this Contract.
   2. Necessary documents and information provided by the Provider to the Customer under this Contract are specified in the Technical Specification (Appendix No.1 hereto), which is an integral part of this Contract.
   3. The Provider shall start rendering Services under this Contract on the next day from the date of its signing by the authorized representatives of the Parties.
   4. The term of Services provision hereunder is 60 (sixty) calendar days from the date the Parties sign this Contract.
   5. Place of Services rendering: Astana.
   6. The services hereunder shall be deemed rendered by the Provider fully and properly after the original of the Report on the Assessment of the Market Value of 40% of Caustic JSC shares (hereinafter - the Report) complying with the requirements of the legislation of the Republic of Kazakhstan has been approved in the prescribed manner, made in writing and handed over to the Customer, as well as after the signing by the authorized representatives of the Parties of the Certificate of Acceptance of Services rendered and provided the Provider submitted to the Customer the calculation of local content according to sub-clause 3.1.7. of clause 3.1. hereof.
   7. The Provider hereby guarantees that he has all rights, powers, licenses and permits for the conclusion and proper execution of this Contract in accordance with the legislation of the Republic of Kazakhstan.

**2. TOTAL AMOUNT OF CONTRACT AND PAYMENT ORDER**

2.1. The cost of the Services hereunder is KZT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) **including VAT 12%**.

Total amount of Contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) KZT, including VAT, and includes all costs associated with the Services provision, as well as all taxes and fees provided for by the legislation of the Republic of Kazakhstan.

* 1. Payment for Services rendered by the Provider shall be made by the Customer in the following order:

2.2.1. Within 20 (twenty) working days from the date of signing by the authorized representatives of the Parties of the Certificate of Acceptance of Services rendered and provision by the Provider of the original Valuation Report, invoice, calculation of local content with copies of supporting documents, in accordance with the Unified Methodology of Local Content Calculation by organizations for procurement of goods, works and services, approved by Order of the Minister for Investment and Development of the Republic of Kazakhstan No.87 dated January 30, 2015, in accordance with sub-clause 3.1.7. of clause 3.1. of this Contract, the Customer shall pay to the Provider the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) **KZT, including VAT**, which is 100% of the total amount of the Contract, and this means final settlement with the Provider.

* 1. The invoice is issued to the Customer in KZT after the Certificate of Acceptance of Services rendered is signed, and the Customer shall pay it in KZT.
  2. In the invoice issued and the Certificate of Acceptance of Services signed, the Provider indicates the list of Services for which payment is made.
  3. The total amount of the Contract and the cost of the Services specified in clause 2.1. of the Contract, during the entire term of this Contract are not subject to increase, except as provided for in clause 14.1. hereof.
  4. Late submission by the Provider of documents for payment and/or other documents exempts the Customer from liability for late payment under the Contract.

**3.OBLIGATIONS AND RIGHTS OF THE PARTIES**

* 1. **The Provider is obliged to:**
     1. render Services to the Customer in a proper, timely, full and due manner in accordance with the requirements of the Customer, business practices, requirements of appraisal standards, the legislation of the Republic of Kazakhstan and this Contract;
     2. start the provision of the Services hereunder on the next day from the date of signing of this Contract by the authorized representatives of the Parties;
     3. request from the Customer and third parties the necessary information for the proper provision of the Services hereunder in advance, taking into account the time and period for its collection and processing;
     4. ensure the safety of documents received from the Customer, as well as those drawn up in the process of providing the Services, not to disclose their contents without a written consent of the Customer, except as provided for by the legislative acts of the Republic of Kazakhstan and this Contract;
     5. strictly comply with the requirements of the legislation of the Republic of Kazakhstan and this Contract when providing the Services hereunder;
     6. promptly notify the Customer in writing about the circumstances preventing the Provider from fulfilling his obligations hereunder in a timely manner, as well as the procedures and measures the Provider needs to implement and accept;
     7. provide the Customer with a calculation of the local content share in the Services rendered, with copies of supporting documents attached, together with the Certificate of Services Rendered, calculated in accordance with the Unified Methodology of Local Content Calculation by organizations for procurement of goods, works and services, approved by Order of the Minister for Investment and Development of the Republic of Kazakhstan No.87 dated January 30, 2015, in the form specified in Appendix No.2 hereto;
     8. fulfil obligations for local content specified in clause 13.5. hereof;
     9. deliver the Services provided under the Certificate of Services Rendered, in the form specified in Appendix No.4 hereto and issue an invoice in accordance with the legislation of the Republic of Kazakhstan and the terms hereof;
     10. provide the Customer, within the period established by the Contract, with evaluation reports prepared and approved in accordance with the procedure established by the legislation of the Republic of Kazakhstan on appraisal activities;
     11. bear the risk of accidental and/or sudden increase in the cost of Services hereunder;
     12. immediately notify the Customer in writing and until receipt of written instructions from him, suspend the provision of the Services if he detected possible adverse consequences for the Customer in executing his instructions on the method of providing the Services.
     13. immediately notify the Customer about any circumstances beyond his control that worsen the quality of the Services provided by the Service Provider or make it impossible to provide the Services within the period specified in clause 1.4. hereof;
     14. at his own expense, eliminate the deficiencies in the rendered Services identified by the Customer within the time specified by the Customer;
     15. fulfil the instructions of the Customer received in the course of the Services rendering, if such instructions do not contradict the terms of this Contract and do not constitute interference into the operational and business activities of the Provider;
     16. not to involve third parties in the performance of his obligations hereunder;
     17. ensure the return of materials on paper and electronic media provided by the Customer for use in the course of Services provision hereunder;
     18. during the term of this Contract and upon expiration refrain from any decisions and/or actions (inaction) that may cause losses (real damage) to the Customer or cause harm to his business reputation;
     19. indemnify real damage to the Customer incurred as a result of non-fulfilment and/or improper performance by the Provider of his obligations under this Contract;
     20. conclude a confidentiality agreement with the Customer in the manner provided for in clause 4.5. hereof;
     21. comply with the rules of business and professional ethics approved by the Chamber of Appraisers, of which the Provider is a member;
     22. perform other duties stipulated and arising from the provisions of this Contract and the legislation of the Republic of Kazakhstan, necessary for full and proper performance of his obligations under this Contract.
  2. **The Provider shall have the right to:**
     1. obtain information needed to fulfil the terms of this Contract;
     2. in coordination with the Customer, to hand over the results of the rendered services contemplated herein, ahead of schedule, without violating the requirements of the legislation of the Republic of Kazakhstan for their provision and upon achieving the required quality;
     3. obtain payment in full for fully and properly rendered Services in accordance with the terms hereof.
  3. **The Customer is obliged to:**
     1. provide the Provider with all necessary information and documentation for the proper provision of the Services, as well as provide the necessary explanations, ensure the Provider’s access to the Assessment Objects;
     2. create favourable conditions for the work of the Provider’s employees in the process of their fulfilment of obligations hereunder;
     3. make timely payment for the Provider’s Services in the amount and manner set forth herein;
     4. accept fully and properly rendered Services under the Certificate of Acceptance of Services rendered by the Provider hereunder.
  4. **The Customer shall have the right to:**
     1. at any time, check the progress, quality and completeness of the Services provided by the Service Provider, compliance with the deadline for the provision of the Services;
     2. refuse to perform this Contract and demand compensation for real damage from the Provider if the Provider does not start providing the Services within the time specified in clause 1.3. hereof, and/or provides the Services so slowly that their completion becomes clearly impossible on the date specified in clause 1.4. hereof;
     3. require the return of all documents and information owned by the Customer, provided to the Provider in the course of performance of his obligations hereunder;
     4. refuse to perform this Contract at any time before the authorized representatives of both Parties sign the Certificate of Acceptance of Services rendered, by paying the Provider a part of the set price in proportion to the part of the Services actually rendered by the Provider, prior to receipt of the notice of the Customer’s refusal to perform the Contract, with the obligatory drawing up by the Parties of the Certificate of Acceptance of Services actually rendered by the Provider and the drawing up of the account reconciliation report;
     5. give a reasonable time for the Provider to eliminate the deficiencies (defects) in the rendering (rendered) Services by the Provider and, if the Provider fails to fulfil this requirement within the due date, refuse to perform this Contract or entrust the correction of Services’ deficiencies (defects) rendering (rendered) by the Service Provider to another person at the expense of the Provider;
     6. unilaterally refuse to perform this Contract and to claim damages if the Provider submits false information on the proportion of local content in the services rendered by the Provider.
     7. provide a bank statement to the safe address of Samruk-Kazyna JSC, containing information on the amounts of payments hereunder, including the name of the counterparty, account number and purpose of payment, as well as any information on the contract concluded with the Customer at the request of Samruk-Kazyna JSC;
     8. exercise other rights stipulated and arising from the provisions of this Contract and the legislation of the Republic of Kazakhstan.

1. **CONFIDENTIALITY**
   1. Any product of a recommendation, consulting or explanatory nature, obtained as a result of the provision of the Services by the Provider, provided to the Customer in any form or on any carrier, will be provided to the Customer, assuming that it will serve only the own interests and information needs of the Customer, and will not be fully or partially copied, mentioned in references or disclosed (except for cases when it is used by the Customer for internal use) without prior written consent of the Provider.
   2. Any information or data obtained as a result of the Services rendered by the Provider, provided by the Customer in any form or on any carrier, will be provided to the Provider on the assumption that such information will only serve to fulfil the obligations of the Provider under the Contract and rendering his Services, and not be fully or partially copied, mentioned in references or disclosed (unless this is done by the Provider for internal use) without the prior written consent of Customer. The Provider shall ensure the return and/or destruction of the received information/data in the event of termination or termination of the Contract.
   3. Not for any reason whatsoever, neither of the Parties may, without the prior written consent of the other Party, disclose to third parties, with the exception of the external auditor of the Customer and the Sole Shareholder of the Customer, and/or publish and/or allow publication of, any information that was provided by one of the Parties in connection with the provision of the Services or became known to one of the Parties by virtue of fulfilment of obligations under the Contract. For the purposes of this clause, the term “information” includes the following:

* information on the terms hereof, as well as on the forms and methods of fulfilment by the Parties of their obligations;
* information regarding the state of affairs or property of one of the Parties hereunder.
  1. Obligations of confidentiality or non-use of information obtained in the course of provision of the Services assumed by the Parties will not apply to publicly available information or information that becomes known to third parties through no fault of the Parties, as well as cases of providing information to public authorities in cases established by the law of Republic of Kazakhstan.
  2. Compliance with the terms of confidentiality is governed by a separate confidentiality agreement between the Customer and the Provider, concluded before the date of commencement of the Services and is an integral part of this Contract. The Confidentiality Agreement is submitted by the Customer to the Provider no later than fifteen (15) calendar days prior to the date of commencement of the Services hereunder.
  3. The report is intended solely for the purpose of informing the Customer and the internal use of the Customer in connection with the provision of the Services (in particular, employees and management bodies of the Customer, within the framework of economic activities carried out by the Customer). The report is not intended to be used in the interests of third parties. The Customer hereby agrees not to distribute, not to quote, not to publish the Report in whole or in part, not to refer to the information contained in the Report, and not to disclose it to any person who is not: (1) an employee of the Customer (who needs to know such information), a person belonging to the Customer’s governing bodies, or a member of the Customer’s Board of Directors, who can use the Report solely for the purposes specified in Appendix 1 hereto; (2) the Customer’s legal adviser, acting exclusively as the Customer’s legal adviser, and entitled to use the Report solely for the purpose of assisting the Customer in relation to the assessment aims specified in Appendix 1 hereto, provided that the Customer guarantees that such legal adviser will no longer transmit, quote, disclose or disseminate information contained in the Report or refer to the Provider or the Affiliates of the Provider in connection with the Services or the Report; or (3) any other professional consultant of the Customer, acting exclusively as an adviser to the Customer, and having the right to use the Report solely to assist the Customer in the assessment aims specified in Appendix 1 hereto and who gave their consent in writing not to transfer, not to quote, not to disclose and not to distribute the information contained in the Report, and not to refer to the Provider or the Affiliates of the Provider in connection with the Services or the Report. For the purposes of this clause, the term “professional consultant” does not cover, among others, credit or other financial institutions participating in or planning to participate in any financing related to any transaction, including those organizations that are affiliates of the Customer. The Customer has the right to transfer hard copies of the Report to third parties only if the conditions for obtaining the prior written consent of the Provider are met;

This requirement does not apply to cases when the transfer of the Report to third parties is subject to the requirements of the legislation of the Republic of Kazakhstan, including the Uniform Rules for the Sale and Restructuring of Assets by Sovereign Wealth Fund Samruk-Kazyna Joint Stock Company and organizations, more than fifty percent of voting shares (participatory interests) of which are directly or indirectly owned by Samruk-Kazyna JSC on the right of ownership. In the case of such a mandatory transfer, the Provider shall have the right to receive from the Customer a written notice of the Report transfer.

1. **CLEARING OF CONFLICT OF INTEREST**
   1. **The Provider represents and warrants that:**
      1. at the time of the conclusion of this Contract, there is no existing and potential conflict of interests with the Customer, Organizations, the Republic of Kazakhstan, the Government of the Republic of Kazakhstan, and if they are identified, he undertakes to immediately inform the management of the Customer and the person signing the Contract about the conflict of interests, its reasons and measures taken, as well as any events and/or facts related to the conflict of interest;
      2. he is responsible for the deliberate or undeliberate provision of false information about the absence of a conflict of interest;
      3. bears full financial responsibility to the Customer for the damage (both real damage and loss of profits) caused as a result of a conflict of interest;
   2. The following is prohibited:
      1. representation by the Provider of interests of third parties against the Customer on issues related to or arising from the subject of the Contract for a period of not less than 5 (five) years and/or in cases when the representation of the Provider causes or may cause a parallel conflict of interests. Parallel conflict may arise if the representation of the Provider of its current client does not meet the interests of the Customer; or if there is a risk that the representation of the Provider of one or more of its current clients would violate the obligations of the Provider to the Customer;
      2. the Provider’s evasion from liability if there is a conflict of interests on any grounds, including, regardless of the scale of the Provider’s activities or its business reputation;
   3. The Provider agrees and acknowledges the following rights of the Customer:
      1. his inclusion in the Unified Database with disclosure of all data provided by the Unified Database in the event of a conflict of interest identified in the process of rendering consulting services by the Provider;
      2. the right of the Customer to track and collect information about Consultants from any sources not prohibited by the legislation of the Republic of Kazakhstan, including from the media, etc.;
      3. Customer’s written request, in accordance with the Standard, to state bodies, professional associations in which the Provider is a member, in order to obtain proper information about the Provider and/or notify the professional association about the Provider’s violation of his obligations, generally accepted standards and rules of conduct and business ethics, provisions and requirements of the Standard. In the event of the Provider’s refusal, his refusal must be legally motivated. In the event of an unmotivated refusal, the Customer, if there is a suspicion of a conflict of interest, is entitled to consider such refusal as confirmation of the Provider that there is a conflict of interest;
      4. collection, processing and use of personal data of the Provider and its employees involved in the provision of consulting services.
   4. If the Provider provides inaccurate information regarding the Conflict of Interest, in accordance with Appendix No. 3 hereto, or the Provider violates his representations and warranties that there is no conflict of interest, the Provider shall pay the Customer a penalty of 5% of the total amount of the Contract.
2. **RIGHT OF OWNERSHIP**
   1. The Customer acquires the right of ownership for the results of the Services rendered in real form upon payment of the cost of Services.
   2. The Parties acknowledge and agree that the signing of the Certificate of Acceptance of Services rendered entails full transfer by the Provider to the Customer of exclusive property and non-property rights and ownership rights to all results of the Services and intellectual property created during the Parties’ fulfilment of obligations hereunder, as well as recognition of Customer’s right holder for all results of the Services and intellectual property.
3. **PROCEDURE OF SERVICES ACCEPTANCE**
   1. The Valuation Report duly prepared by the Provider and agreed by the Customer shall be deemed as a result of Services.
   2. Delivery of the Services rendered and their acceptance by the Customer shall be executed in the Certificate of Services rendered signed by the authorized representatives of the Parties in the form specified in Appendix 4 hereto.
   3. The Customer within 20 (twenty) working days considers and, in case of absence of comments, signs the Certificate of Acceptance of Services rendered. If the Provider does not receive from the Customer a signed acceptance certificate or a reasoned refusal to sign it within 20 (twenty) working days, the Parties acknowledge that the acceptance certificate is considered signed, and the Services - rendered by the Provider and accepted by the Customer in the amount and on conditions specified in this acceptance report.
   4. If any defects are found in the Services during their acceptance, the Customer shall have the right not to accept the Services and send within 10 (ten) working days from the day the Provider has provided the Certificate of Acceptance of Services rendered, a written notification to the Provider about elimination of the deficiencies in the Services rendered. The Customer shall draw up a Defects Act, which shall indicate the identified deficiencies and terms for their elimination by the Provider.
   5. Deficiencies and remarks shall be eliminated by the Provider in the time specified in clause 7.7. hereof.
   6. The Provider within 7 (seven) working days from the date of receipt from the Customer of a written notice of the deficiencies found in the Services rendered, undertakes to eliminate such defects free of charge.
   7. The Customer, who found after the acceptance of Services, any deviations from the Contract and/or other defects (inaccuracies, errors) that could not be identified with the usual method of acceptance, hidden defects (inaccuracies, errors), including those that were deliberately hidden by the Provider, is obliged to notify the Provider within a reasonable time upon their detection.
4. **RESPONSIBILITY OF THE PARTIES**
   1. In case of violation by the Provider of the terms of Services rendering stipulated in clauses 1.3. and 1.4. of this Contract, the Customer shall have the right to demand from the Provider a penalty in the amount of 0.1 % of the total amount of this Contract for each calendar day of delay till the day of actual fulfilment by the Provider of his obligations, but no more than 5% of the total amount of the Contract.
   2. In case of violation by the Provider of the conditions specified in clause 3.1 and/or section 4 of this Contract, the Provider shall reimburse to the Customer in full the actual damage incurred due to non-performance and/or improper performance by the Provider of his obligations to the Customer hereunder.
   3. The Provider agrees to reduce the total amount of the Contract by withholding by the Customer the amount of fines and penalties due to the Customer for non-performance and/or improper performance by the Provider of his obligations hereunder.
   4. In case of non-submission and/or late submission, as well as submission by the Provider of unreliable reports confirming the local content share in the Services procured by the Customer, in accordance with sub-clause 2.2.1. of clause 2 of this Contract, the Customer is entitled to deduct a penalty in the amount of 5 (five) % of the total amount of this Contract from the amount of the final payment.
   5. In case of violation by the Customer of the term of payment for Services specified in paragraph 2.2. hereof, due to the Customer’s fault, the Provider shall have the right to demand from the Customer payment of a penalty in the amount of 0.1% of the outstanding amount for each calendar day of delay, but not more than 5% of the amount due under this Contract.
   6. The amounts of penalties, fines payable by the Provider in cases specified in the Contract, may be deducted by the Customer from the amount of accounts payable to the Provider. In this case, if there is no accounts payable to the Provider, fines and penalties are paid by the Provider within 10 (ten) calendar days from the date of receipt of the relevant notice.
   7. The Party that violated its obligations hereunder shall be liable for direct actual damage caused to the other Party, except as otherwise provided for in this Contract.
   8. Obligations to pay a fine and/or penalty arise for the guilty Party from the date of receipt of a written demand from the other Party for the payment of a fine and/or penalty. In the absence of such a written request, there is no obligation to pay a fine/penalty to the guilty Party.
   9. Payment of fines (penalties) does not relieve the Parties from fulfilling all their obligations hereunder, as well as from the obligations to compensate the actual damage incurred by one Party as a result of non-compliance by the other Party with the terms of the Contract.
   10. The liability of the Provider is limited to the amount of direct actual damage incurred by the Customer as a result of the Provider’s guilty actions during the Services rendering. The Provider shall not be liable to the Customer for the lost of benefit of the Customer resulting from the actions of the Provider in the provision of Services. Total liability of the Provider is limited to the amount of remuneration actually paid to the Provider for that part of the Services that caused the liability.
   11. The Provider’s liability is limited to the provision of Services and transmission of the Report. The Provider does not assume direct or indirect responsibility for making decisions, introducing recommendations, achieving a specific result, or carrying out similar actions, regardless of whether they were the result of receiving the Report. The Customer and its affiliates, their owners, officials and employees (if applicable) are fully responsible for making decisions on introducing or refusing to introduce the recommendations of the Provider, or recommendations contained in the submitted Report.
   12. If the Customer, without the consent of the Provider, transfers the Report to third parties, the Customer shall be liable in the event of claims, lawsuits or other demands of third parties to the Provider, which may arise as a result of or in connection with the Provider’s actions during the execution of this Contract, except for cases when it is established in court that such losses or costs are the result of deliberate illegal actions of the Provider. The Customer’s responsibility is limited to the total amount of this Contract.
   13. The Customer, upon request, relieves the Provider, its partners and employees of any liability in respect of any existing or possible obligations, claims, lawsuits, court proceedings and demands and guarantees compensation for actual damages, including but not limited to costs (including, without limitation, legal costs), in case of claims, lawsuits or other demands of third parties that may arise as a result of or in connection with the Customer’s violation of the terms of this Contract, and except for cases when it is established in court that such losses or costs are the result of deliberate illegal actions of the Provider.
5. **FORCE MAJEURE**
   1. The Parties shall not be held liable for partial or full non-fulfilment of obligations hereunder if such non-fulfilment resulted from the circumstances beyond the will and desire of the Parties, preventing full or partial fulfilment by any of the Parties of its obligations hereunder, particularly, but not limited to, natural disasters or such unforeseen circumstances as war, hostilities of any nature, blockade.
   2. The Party for which the fulfilment of obligations hereunder becomes impossible, in accordance with clause 9.1. of the Contract, shall in writing, no later than 5 (five) calendar days, notify the other Party about the start of force majeure events that prevent the fulfilment of obligations. Documents issued by the competent authorities (organizations) are sufficient evidence of such circumstances and their duration.
   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.
   4. If force majeure circumstances last more than 30 (thirty) calendar days, either Party may send a notification to the other party with a proposal to hold negotiations in order to determine mutually acceptable conditions for fulfilling obligations hereunder or termination hereof.
   5. In the event of termination of this Contract as a result of the force majeure circumstances, the Parties shall make mutual settlements for the actually rendered Services.
6. **PROCEDURE FOR TERMINATION**
   1. This Contract may be early terminated by the Parties under the agreement of the Parties.
   2. The Customer has the right to terminate the Contract at any time before signing the Certificate of Services Rendered by notifying the Provider in writing 15 (fifteen) calendar days before the expected termination date of this Contract.
   3. The Customer has the right to early terminate the Contract in the event of a conflict of interest, without applying penalties to the Customer, indemnifying the Customer from any liability or damage arising from the early termination of the Contract. The Provider undertakes to pay damages if the Provider submits false information regarding the Conflict of Interest.
   4. The Provider has the right to terminate the Contract in the event of material non-fulfilment by the Customer of the terms of the Contract, warning him in writing 15 (fifteen) calendar days before the expected date of termination of the Contract.
   5. Within 10 (ten) consecutive working days after one Party sends a written notification to the other Party, in accordance with clauses 10.2. And/or 10.3. of this Contract, the Parties shall make cash payments for the Services actually rendered under this Contract.
   6. In the event of termination of this Contract by the Customer the Provider is obliged within 5 (five) consecutive working days from the date of receipt of a written notice from the Customer about the termination of the Contract to compensate damage (actual damage), penalty (fines) provided for by the terms of this Contract.
   7. Termination of this Contract entails the termination of obligations of the Parties hereunder, but does not relieve the Parties from liability for violation hereof, if any took place during the Parties fulfilment of the terms of this Contract.
7. **CONTRACT DURATION**

11.1. This Contract shall enter into force from the date of its signing by the authorized representatives of both Parties and shall be valid until full and proper performance by the Parties of their obligations hereunder.

1. **SETTLEMENT OF DISPUTES**
   1. All disputes and disagreements arising between the Parties hereunder shall be settled by negotiations.
   2. If the dispute cannot be settled by negotiations, it is subject to final settlement in court in the order prescribed by the law of the Republic of Kazakhstan.
   3. The applicable law of this Contract shall be the substantive and procedural law of the Republic of Kazakhstan.
2. **MISCELLANEOUS**
   1. All notifications and reports to be submitted in respect of this Contract shall be sent by the Parties in writing.
   2. Any notice sent by one Party to another Party is valid in the event it is sent to the legal addresses of the Parties specified in Section 16 hereof.
   3. All Appendices hereto are its integral parts provided they are made in writing and signed of both Parties.
   4. The integral parts of this Contract are:

Appendix No.1 – Technical Specification;

Appendix No.2 Report on local content in works and services;

Appendix No.3 Information on the conflict of interests;

Appendix No.4 Certificate of Services rendered.

1. **AMENDMENTS AND ADDITIONS**
   1. It is not allowed to make changes to this Contract that may change the content of the terms of the conducted procurements and/or the proposal, which was the basis for selection of the Provider, for reasons not provided for by clause 133 of the Procurement Rules.
   2. All changes and additions to this Contract shall be its integral parts provided they are made in writing and signed of both Parties.
2. **FINAL PROVISIONS**
   1. Neither Party shall be entitled to transfer its rights and obligations under the Contract to a third Party without a written consent of the other Party.
   2. The Parties are obliged to inform each other on changes in the legal address or location and bank details, reorganization, liquidation, bankruptcy related circumstances and/or other circumstances and facts relevant to this Contact, for the purpose of full and timely performance of mutual obligations under this Contract.
   3. On the issues not regulated by this Contract, the Parties shall be guided by the legislation of the Republic of Kazakhstan.
   4. The Contract has been executed in 2 (two) original copies in Russian, having equal legal force, one copy for each of the Parties.
3. **LEGAL ADDRESSES, BANK DETAILS**

**AND SIGNATURES**

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| --- | --- |
| **Customer:**  **NAC Kazatomprom JSC**  Legal address:  Republic of Kazakhstan, 010000, Astana  Essil district, 10, Kunayev Str.  Address for correspondence:  Republic of Kazakhstan, Z05T1X3, Astana  17/12 building, E10 street  tel. +7(7172) 55-13-98  fax +7 (7172) 55-13-99  Current account:  KZ356010131000049659  in Narodny Bank of Kazakhstan JSC  BIC HSBKKZKX  BIN: 970240000816  KBE 16  Residency indicator – 1  Code of economy sector – 6  VAT registration certificate: series 62001 No.0015134 dated 10.08.2012  **Managing Director**  **for Development and Investments**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **N. Karibzhanov**  (signature, seal) | **Provider:**  **General Director**  \_\_\_\_\_\_\_\_\_\_\_\_  (signature, seal) |
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**Appendix No.1**

**to the Contract for single-source procurement of services of assessment of the market value**

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

1. **Object of Assessment**

Market value of 25%, 40%, 49%, 50%, 51%, 60%, 75% and 100% shares in the charter capital of Caustic JSC.

1. **Date of Assessment**

Assessment will be made as of December 31, 2018.

1. **Aim of Assessment**

Assessment will be made for the purpose of selling of up to 40% of Kazatomprom stake in Caustic JSC, in accordance with the decree of the Government of the Republic of Kazakhstan No.1141 “On some issues of privatization for 2016-2020” dated 30.12.2015. №1141.

1. **Valuation standards and type of property value**

Valuation 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:

Regulations of the Republic of Kazakhstan and Valuation standards:

Law of the Republic of Kazakhstan dated 30.11.2000 109-II “On assessment activity in the Republic of Kazakhstan”;

Requirements to the form and content of the Valuation Report, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.115 dated 25.02.2015;

“Basic Terms and Definitions” assessment standard No.26, approved by order of the Minister of Justice dated January 28, 2010; № 26;

“Assessment of Movable Property” assessment standard, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.115 dated 25.02.2015;

“Assessment of Real Estate” assessment standard, approved by Order of the Minister of Justice of the Republic of Kazakhstan No.115 dated 25.02.2015;

“Bases and Cost Types” assessment standard approved by Order of the Minister of Justice of the Republic of Kazakhstan No.115 dated 25.02.2015;

International Valuation Standards (IVS), 2011:

IVS 1 Market value as a Valuation base;

IVS 2 Valuation Bases other than Market Value

IVS 3 Cost Valuation Reporting;

as well as other regulatory acts governing the Valuation activities

**5. Period of services**

Within 30 (thirty) calendar days from the date of signing by the Parties of the relevant Contract, according to the schedule.

At the same time, the Contractor is obliged to proceed with the provision of services on the next day from the date of signing by the Parties of the Contract.

**6. Requirements to Valuation Report**

The results of the work should be presented in the form of a report with a Valuation Opinion (hereinafter - the Valuation Report); the number of hard copies of the Valuation Report (on paper) - 3 (three) copies.

The form and content of the Valuation Report shall comply with the requirements of IVS, legislation and regulatory acts of the Republic of Kazakhstan.

The report shall contain clear conclusions about the cost, that cannot have varying interpretations.

The Valuation Report should describe the purpose of work and scope of research for the purpose of results obtaining.

The Valuation Report should include a description of the analysed information and data, the evaluation approaches used and the evaluation procedures, as well as the arguments to prove the analysis, opinions and conclusions contained in the report.

The Valuation Report should contain a definition of the valuation base and include the wordings of all assumptions and restrictive conditions on which the value opinion depends.

The pages of the Valuation Report, except for the front page, must be numbered, stitched and initialled by the evaluator.

The Valuation Report should be prepared in Russian (on paper and electronic media).

**7. Qualification requirements to applicants for participation in the valuation:**

state general license for assessment activity at the territory of the Republic of Kazakhstan with supporting documents (licenses for property and intellectual property assessment);

legal capacity (certificate of state registration of a legal entity),

at least 3 years’ experience in the market of the Republic of Kazakhstan (acts of acceptance of services rendered and / or letters of recommendation);

the composition of the team that will carry out the valuation, indicating the project supervisor;

at least two licensed appraisers - full time employees (appraiser certificate) in the team, working with a potential provider for at least one year before the date of submission of application (notarized copies of employment books and/or individual retirement account statement), having at least three years of experience in providing consulting services in the valuation of companies with the provision of supporting documents (letters of recommendation and/or delivery and acceptance certificates of rendered services, confirming the participation of licensed evaluators in assessment projects);

membership of a potential provider in the Chamber of Appraisers of the Republic of Kazakhstan with the provision of supporting documents;

compulsory insurance agreement of potential provider’s civil responsibility during valuation activities with the provision of supporting documents;

the project’s supervisor on the part of the potential provider — a full time employee of the potential provider (a notarized copy of the employment book and/or individual retirement account statement) must be a licensed appraiser in accordance with the requirements of the legislation of the Republic of Kazakhstan in the field of evaluation (assessment activity license), must have at least five years of experience in providing consulting services in the valuation of companies, securities, participatory interests, shares (contributions) in the charter capital of legal entities, objects of intellectual property, the value of intangible assets, movable and immovable property, as well as the evaluation of enterprises as a property complex (letters of recommendation and/or delivery and acceptance certificates of rendered services, confirming the participation of the supervisor in the evaluation projects). One (or more) of the following qualifications is a mandatory requirement for the project team supervisor: CFA, ASA or other equivalent qualifications, with supporting documents provided.

**8. Requirements to services organization:**

1. the potential provider must make a reasonable choice of the basic principles, approaches and methods for determining the market value of the property to be valued, based on the purpose of the valuation, the type of value to be determined, the specifics and technological parameters and other conditions relating to the valuation object;
2. selecting and applying evaluation methods, a potential provider should comply with the following basic requirements:

to identify the purpose of the assessment and the type of determined value;

to justify the evaluation method;

to provide a comprehensive description in the evaluation report of reliable data, calculated indicators and reasonable results, which do not have varying interpretations;

to determine the final cost of evaluation object;

3) the potential provider must necessarily make a trip to the object of evaluation, and take pictures, videos, with the mandatory inclusion of these materials in the evaluation report;

1. all activities carried out within the provision of services must be performed by the employees of the potential provider, subcontracting of any part of the services is not allowed;
2. the composition of the potential provider’s team during the provision of services may be changed only in agreement with the customer;
3. all documents developed within the framework of services must be agreed with the customer, signed by the first head of the potential provider and sealed;
4. if a potential provider is recognized as complying with the terms of the request for proposals, the potential provider (as the Provider) must agree with the customer (as with the Customer) the calendar schedule of the project.

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**Appendix No.2**

**to the Contract for single-source procurement of services of assessment of the market value**

**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 salary budget  for Kazakhstan staff  executing  j contract (Rj)  **%** | No.  Goods  (n) | Amount of goods  procured  by the Provider 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 ordinal 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 ordinal 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 for the labour of Kazakhstan staff against the total number of staff of the Provider

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, signature

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

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

Full name, contact number

**Appendix No.3**

**to the Contract for single-source procurement of services of assessment of the market value**

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

**Information on the conflict of interests**

*Hereby \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Provider rendering services on assessment of the market value of 25%, 40%, 49%, 50%, 51%, 60%, 75% and 100% shares in the charter capital of Caustic JSC by a single-source method in accordance with Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_, 2019, certifies by his signature below that:*

*1) there is 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 Provider;*

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

1. there are no contractual relations between the Provider and a third party in the Project existing simultaneously within one and the same Project, as well as between the Customer and the same Provider.
2. there are no existing contract legal relations between the Provider and a third party of the Project, provided there are contract relations in the past or present between the same Provider and the Customer on other projects;
3. there are no existing contractual legal relationship under the Project with participation of the Republic of Kazakhstan and (or) the Government of the Republic of Kazakhstan between the Customer’s Provider, the Customer and the Republic of Kazakhstan and (or) the Government given contractual legal relationship between the same Provider 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 Provider;
4. the Provider has no financial interests with the third person in the Project, with whom the Provider is interested in keeping business relations or presenting business opportunities by such a person to the Provider, to the detriment of the Customer’s interests;
5. none of the chief officers, partners or any other employees of the Provider 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 Provider’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 Provider 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 Provider will violate obligations of the Provider 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/Provider, 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 Provider, as well as the absence of the fact of receiving or intention to receive a property benefit, or advantage from the Provider under the Project
9. persons who are in relations with the Customer’s employee has no relations with the Provider and the absence of the fact of receiving or intention to receive a property benefit, or advantage from the Provider;
10. other conflict situations which are known to the Provider.

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

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

* responsibility of the Provider for intentional or unintentional submission of false information about the absence of conflict of interest;
* obligations of the Provider 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 Provider 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 Provider or his business reputation;
* unconditional confirmation by the Provider 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 Provider before the Customer for any damage (both actual and lost opportunity), caused as a result of conflict of interest;
* obligations of the Provider 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), except for documents which are subject to confidentiality for the purpose of internal records in accordance with the regulatory and professional and ethical standards, on the condition of further keeping the confidentiality of information;
* prohibition to represent the interests of the Customer, if such representation causes or may cause a parallel conflict of interest;
* the Provider’s liability in the form of forfeit/penalty, specified in the Contract for submission of inaccurate information with regard to information about the conflict of interest, for violation of guarantees and warranties of the Provider 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 the process of 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 Provider submits false information with respect to Information on the conflict of interests contained in this form.
* the Provider’s consent to include him 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 Provider;
* 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 Provider’s consent for the written application of the Customer, subject to the Standard, to state agencies, professional associations, where the Provider is the member, for the purpose of getting due information about the Provider and (or) notice of the professional association about violation by the Provider of his 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 Provider of the conflict of interest;
* the consent of the Provider or his legal representative for collection, processing and use of personal data of the Provider and his employees engaged in consulting services;
* in case of conflict of interest, the Provider’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

Documents evidencing powers of the signatory of the Provider have been submitted.

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

\_\_\_\_\_\_\_\_\_\_\_, 2019

**Appendix No.4**

**to the Contract for single-source procurement of services of assessment of the market value**

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

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: 10, Kunayev Str., Astana, Republic of Kazakhstan, 010000, National Atomic Company Kazatomprom Joint Stock Company 10, Kunayev Str. |  | 970240000816 |
| (full name, address, communication means) |  |  |
| Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (full name, address, communication means) |  |  |

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

|  |  |
| --- | --- |
| Number  of the document | Date of issue |
|
| No. | \_\_ \_\_\_\_\_\_\_\_\_ 201\_ |

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**

**Form of the potential Consultant proposal**

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

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

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

(please indicate the name of 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 certificate of registration for value added tax |  |
| Legal, mailing address and email address, contact 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 his desire to participate in the procedure for selecting a provider of services for assessing the market value of shares in the charter capital of Caustic JSC 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 he is familiar with the request for proposals and is aware of the responsibility for providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the commission with the unreliable  
         (please, indicate the name of the organizer of the request for proposals)

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

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

* + - 1. 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.
      2. This proposal is valid until \_\_\_\_\_\_\_\_\_\_\_\_ 2019 inclusive.
      3. In the event that this proposal is recognized as winning, we undertake to provide security for the execution of the procurement contract in the amount of \_\_\_\_\_ percent (s) of the total amount of the contract. The potential consultant agrees with the conditions, type, amount and method of execution of the procurement contract.

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

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

**(Position, full name of the chief executive officer**

**of legal entity - potential supplier and his signature)**

**(seal)**

**Check List to Request for Proposals**

**on the selection of services of an independent consultant to assess the market value of shares in the charter capital of Caustiс JSC**

**Chair of the Commission:**

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

**Deputy Chair of the Commission:**

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

**Members of the Commission:**

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