**BIDDING DOCUMENTATION**

*for sales of 100% Participation Interests in the Charter Capital of Teguise Munai LLP (with Mangyshlak-Munai LLP as a part thereof)*

**Terms and Definitions used in the Bidding Documentation:**

*Bidding Documentation* means this Bidding Documentation;

*Rules* mean Unified Rules for sales, restructuring of the Assets by the "National Welfare Fund "Samruk-Kazyna" JSC and organizations, at least fifty percent of voting shares (equity interests) of which is directly or indirectly owned by "Samruk-Kazyna" JSC on the right of property approved by the Board of Directors of "National Welfare Fund "Samruk-Kazyna" JSC according to the Minutes dated the 31st of July 2017;

*SE* - Samruk-Energo JSC;

*Asset* means Teguise Munai LLP (with Mangyshlak-Munai LLP as a part thereof);

*Participation Interest* means 100% participation interests in the Charter Capital of Teguise Munai LLP (with Mangyshlak-Munai LLP as a part thereof);

*Participation Interests* mean 100 % of participation interests in the Charter Capital of Teguise Munai LLP and 100 % of participation interests in the Charter Capital of Mangyshlak-Munai LLP;

*Invitation to Bid* means an official notice on the Bidding published in newspapers: Kazakhstanskaya Pravda and Yegemen Kazakhstan;

*Bidding* means a form of sales of the Participation Interests by an open two-phase Bidding in accordance with the terms hereof and a Invitation to Bid;

*Bidding Committee* means a sectoral committee, a collegial body composed of the members approved by the decision of the SE Chief Executive Officer and taking decisions according to the procedure established by the Rules regarding the sales of the Participation Interests, Asset restructuring, as well as coordinating and monitoring this process;

*First phase* means a phase of the Bidding intended for submission and consideration of the Bids for participation in the Bidding, including a preliminary proposal under the subject of the Bidding. As a result of this Phase, the Bidding Committee shall make the decision to admit or to deny to admit persons for participation in the Second phase, and approve the content and assessment criteria of the Bidding Offers.

*Second phase* means a phase of the Bidding intended for submission and consideration of Bidding Offers used as a basis for determination of the Successful Bidder;

*Data room* means a virtual data room located at the link specified in the Confidentiality Agreement, as well as paper documents containing the information on the Asset;

*Bidding application* means a package of documents submitted by a Potential bidder for participation in the First phase with the content complying with the Bidding Documentation, Invitation to Bid and Set of Documents on the Asset, including a bidding application under the form according to Annex 4 hereto, complete description of Participation Interests purchase conditions and preliminary proposal on the subject of the Bidding, as well as documents to be provided in accordance with the Bidding Documentation;

*Bid* means an offer submitted by the Bidder as a part of the Second phase, drawn up in accordance with the Invitation to Bid, Bidding Documentation, Set of Documents on the Asset, and other information, containing the description of conditions for the Participation Interests purchase drawn up in the form according to Annex 6 hereto;

*Potential bidder* means a person or entity or association of legal entities intending to participate in the Bidding;

*Bidder* is a person or entity or association of legal entities submitted the Bidding application in accordance with the procedure established for participation in the Bidding and admitted to participate in the Second phase in accordance with the Bidding Documentation and Rules procedure established for participation in the Bidding;

*Successful Bidder* means a person or entity or association of legal entities pronounced as the Successful Bidder in accordance with the legislation of the RK, Rules and Bidding Documentation;

*Bid Security* means a Guarantee Deposit in a monetary form that is a security for the Bid, Bid and completion of obligations under the Agreement, made by a person applying for participation in the Bidding before submission of the Bidding application in the amount and manner set out in the Invitation to Bid and in Section 4 hereof;

*Agreement* means a Participation Interests Purchase Agreement to be concluded by SE and Teguise Munai LLP with one of the Bidders under the results of the Bidding in the form specified in Annex 3 hereto;

*Qualification Requirements* mean the Qualification Requirements to Potential bidders and Bidders specified in Section 6 hereof;

*Set of Documents* means documents submitted by Potential bidders in order to confirm their compliance with the Qualification Requirements, including:

* letter in the form specified in Annex 5 hereto with information regarding the entire ownership structure of the Participation Interests of a Potential bidder, as well as regarding the compliance with the Qualification Requirements of all the documents to be provided together with this letter;
* documents proving the compliance of Potential bidders with the Qualification Requirements specified in Paragraph 6.1 hereof;

*Initial Price* means an amount of money for the Participation Interest specified in the Invitation to Bid;

*Confidentiality Agreement* means an agreement concluded between Potential bidders and SE in the form and content determined by SE setting out the obligations of Potential bidders and Bidders not to disclose any information provided in the course of acquaintance with the Asset (Annex 1 hereto);

*Holding* means a complex of the "National Welfare Fund "Samruk-Kazyna " Joint-Stock Company and legal entities with more than fifty percent of voting shares (participation interests) owned directly or indirectly by "National Welfare Fund "Samruk-Kazyna " Joint-Stock Company on the right of ownership. Indirect ownership means that each subsequent legal entity owns the shares (participation interests) of another legal entity on the basis of ownership;

*Web-site* means a web-site that will provide information concerning the Bidding: [www.samruk-energy.kz](http://www.samruk-energy.kz).

1. **Information Regarding the Ongoing Bidding**
   1. The title of the Bidding is "Open Two-Phase Bidding on sales of 100% participation interests in the Charter Capital of Teguise Munai LLP (with Mangyshlak-Munai LLP as a part thereof) by Samruk-Energo JSC.
   2. This Bidding Documentation has been developed to implement Decree of the Government of the Republic of Kazakhstan No. 1141 dated December 30, 2015 "On some issues of privatization for 2016 - 2020" and in accordance with the Rules.

SE is the owner of the 100% participation interests in the Charter Capital of Teguise Munai LLP. As a result of the Bidding SE intends to sell its Participation Interest under terms acceptable to it.

The Bidding is held in accordance with the Rules in order to determine the proposed price and other conditions of sale of the Participation Interest and a potential buyer of the Participation Interest, and the Agreement will be concluded subject to all necessary permits and approvals received for fulfillment of the Agreement.

* 1. In case of cancellation of the Bidding, SE shall publish the corresponding declaration in mass media and on Web-site.
  2. If a relevant request is received after the date when the Successful Bidder is determined, the Potential bidders of the Bidding who submitted the Biding application may be provided with excerpts from the minutes of the envelopes opening in the First phase, Bidders and the Successful Bidder may be provided with extracts from the minutes of the envelopes opening, minutes under the results of the Bidding Committee meeting within the framework of the whole Bidding.
  3. Procedure for the Bidding is shown in the following scheme:



|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | Stage 1 | | | | Stage 2 | | | |
| Invitation to Bid | Signing of Confidentiality Agreement | Familiarization with the Asset | Submission of the Bid | Bid Opening Procedure | Documents analysis | Defining the scope of persons held in the Second phase and filing notices to them | Preparation of Bid | Submission of the Bid within the Second phase | Documents analysis | Selection of the Successful Bidder and conclusion of an Agreement |

1. **Submission of the Information and Familiarization with the Asset**
   1. To receive the opportunity for familiarization with the Asset and clarifications in respect of the Asset, Bidding Documentation and/or Bidding, Potential bidders shall conclude the Confidentiality Agreement in accordance with the procedure specified in Paragraph 3.2 hereof under the Bidding Documentation
2. sign and submit a statement of agreement with the Bidding procedure in the form specified in Annex 2 hereto and in accordance with the procedure specified in Paragraph 3.1 hereof;
3. get the login and password to access the Data room from SE.
4. follow the steps specified in Annex No. 7 to the Bidding Documentation.
   1. Any Potential bidders have the right to examine the Asset by gaining access to the Data room, receiving clarifications on existing questions in relation to the Asset, as well as by visual inspection of the Asset when visiting its location and having meetings with the management of the Asset.

2.3 Common rules for work with the Data room and the order of familiarization with the Asset are specified in Annex 7 hereto.

1. **Conclusion of the Confidentiality Agreement and Provision of a Statement of Agreement with the Bidding Procedures**
   1. Any Potential bidders wishing to obtain any information on the Asset and get acquainted with the Asset shall sign and submit a statement of agreement with the Biddinging procedures in accordance with Annex 2 hereto.
   2. Any Potential bidders shall send to SE at 15A, Kabanbai Batyr Avenue, 5th floor, room No. 509, Astana, 010000, the Confidentiality Agreement signed and sealed (if possible) under the form specified in Annex 1 hereto.

3.3 After conclusion of the Confidentiality Agreement by its parties and sending a letter of agreement with the Bidding procedures to the SE in accordance with Annex No.2 to the Bidding Documentation, Potential Bidders are given a login and password to access the Data room.

1. **Information for Payment of a Bid Security:**
   1. To submit a Biding application any persons applying for participation in the Bidding shall make the Bid Security by payment of monetary funds to the SE bank account.

4.2. Details for making of a Bid Security to the SE bank account:

Samruk-Energo JSC,

Registered address: 15A, Kabanbai Batyr Avenue, Astana, Q Business Center.

Actual address: 15A, Kabanbai Batyr Avenue, Astana, Q Business Center

State Registration Certificate

Without number dated 07.08.2015

BIN 070540008194

TRN 620300292280,

Code of the organization according to the General Classifier of Enterprises and Organizations: 41073070

IBAN КZ216010131000078623 (in KZT)

IBAN KZ756010131000078621(in US$)

In Affiliate No. 139900 "Halyk Bank of Kazakhstan" JSC

BIC HSBKKZKX, Kbe 17

Tel./Fax 55-30-00/55-30-30

*The amount of the Bid Security is* 72 150 000 KZ tenge

The Bid Security can be paid in KZT, or in KZT or US dollars by non-residents of the Republic of Kazakhstan at the official exchange rate established by the National Bank of the Republic of Kazakhstan on the day of the Bid Security payment in equivalent not less 72 150 000 KZ tenge.

* 1. The Bid Security shall be paid as a full and unconditional consent with the fact that the amount of money paid shall not be refunded and remain in SE in the following cases, in accordance with the Rules:
     1. refusal to participate in the Bidding after the expiration date for submission of Bids;
     2. by the decision of the Bidding Committee as provided in the Rules; in case of violation of the Rules or due to any violation of the procedure and conditions of the Bidding; by creation of disturbances or resistance to the Bidding process if there are any documental proofs for it, including but not limited, (1) if the Purchase Price of the Participation Interest is below the Initial Price in the Biding application or in the Bidding Offer; (2) in case of submission of a Bidding Offer, where the Bidder proposed a price for the Participation Interest in the amount of below than the price proposed by this Bidder for the Participation Interest in the Bidding application filed by it for participation in the Bidding at the First phase;
     3. in case of failure to submit any Bid or Bidding application within the specified terms;
     4. if the terms of the Bid or Bidding application submitted did not meet the minimum requirements of the assessment criteria specified in the Invitation to Bid , notices sent within the Bidding under Paragraph 11.6 hereof and provisions of the Rules;
     5. in case of denial to sign the minutes on the results of the Bidding or to sign the Agreement within the terms specified;
     6. in case of non-performance or improper performance of any obligations under the Agreement;
     7. in any other cases stipulated by the Rules.
  2. The Bid Security shall be refunded by SE in accordance with the account details when one of the following cases occurred:
     1. withdrawal of the Bidding application prior to the expiry date for submission of Bidding applications;
     2. conclusion of the Agreement with one of the Bidders and transfer of the title to the Participation Interest in accordance with the terms of the Agreement, while the Bid Security shall be returned to the Bidder with whom the Agreement is concluded in accordance with the procedure specified in the Agreement;
     3. the decision on cancellation of the Bidding in accordance with the Rules;
     4. in case a Bidder is denied to admiss to the Second phanse within 3 working days from the moment the official denial letter is sent to the Bidder;
     5. in other cases, by the decision of the Bidding Committee, unless it is contrary to Paragraph 4.3 hereof.

1. **Content of the Bids for Participation in the Bidding**
   1. A Bidding application shall contain:
      1. a Biding application filled and signed by a Potential bidder in the form specified in Annex 4 hereto;
      2. a document confirming a Bid Security payment corresponding to the conditions hereof, while the amount of the Bid Security shall not be less than the amount set in the Invitation to Bid and Bidding Documentation;
      3. preliminary proposal for the Asset made under the Form specified in Annex No. 8 hereto shall contain the price for the Participation Interest in KZT that shall not be less than the Initial Price; consent to accept the obligatory conditions for sales of the Participation Interest specified in Section 8 hereof, description of compliance with the assessment criteria of a preliminary proposal, including the minimum requirements for the assessment criteria of preliminary proposals, as well as other information hereunder;
      4. Set of Documents;
      5. an original or notarized copy of the Power of Attorney issued to the person (s) representing the interests of a Potential bidder for the right to sign the Bidding application and documents contained in the Bidding application except for the Chief Executive Officer of a Potential bidder who is entitled to act on behalf of a Potential bidder without a Power of Attorney in accordance with the constituent documents of a Potential bidder;
2. **Qualification Requirements** 
   1. Any Potential bidders shall confirm their compliance with the following Qualification Requirements when submitting the Bidding application in order to participate in the Bidding:
      1. to be a proper legally capable person or legal entity;

in order to confirm the compliance with this Qualification Requirement:

*legal entities* shall provide any documents proving the registration of the legal entity; consortium members shall provide such a document for each legal entity constituting the consortium, as well as the Consortium Agreement;

*natural persons* shall provide any personal identification documents;

* + 1. to show the ability to buy the Participation Interest;

in order to confirm the compliance with this Qualification Requirement:

*legal entities* shall provide separate/consolidated/combined financial statements as of the last reporting date confirming that the value of the assets or capitalization of the companies in respect of which such statements are drawn up, is not less than the minimum of the following amounts: KZT 5 000 000 000 (five billion), or the size of the Initial Price. Alternatively, the company may provide official documents issued by any banks and other financial institutions (including a bank guarantee, a confirmation of an open credit line, an extract of a bank credit committee’s decision) confirming the ability to provide the funds for minimum of the following amounts, KZT 5 000 000 000 (five billion), or the size of the Initial Price. Consortium members may prove the ability to purchase the Participation Interest by the Consortium members jointly (monetary criteria specified above may be calculated in total for all members of the consortium);

*natural persons* shall provide any official documents issued by banks and other financial institutions on the Potential bidder’s availability of monetary funds in the amount of not less than the size of the Initial Price, or any documents proving the declaration of incomes in the amount of not less than the size of the Initial Price for the last three years (not less than the Initial Price for three years in total);

*legal entities and natural persons* shall provide a detailed description of how a Potential bidder intends to finance the Participation Interest purchase under the Agreement, methods and structure of financing and by what means (own, attracted ones, etc.);

* + 1. not to be a resident in countries with preferential taxation according to the list approved in accordance with the legislation of the Republic of Kazakhstan

in order to confirm the compliance with this Qualification Requirement

*legal entities and natural persons* shall provide a reliance letter that a Potential bidder is not a resident of the countries with preferential taxation according to the list approved by the legislation of the Republic of Kazakhstan. The Consortium members shall provide the specified documents in respect of all members of the consortium;

* + 1. not to be a legal entity whose voting shares (participation interests) belong to the state of the Republic of Kazakhstan, and an entity owned by the consortium directly or indirectly;

in order to confirm the compliance with this qualification requirement

*legal entities* shall provide a reliance letter confirming that voting shares / participation interests in the charter capital of a Potential bidder do not belong to the state of the Republic of Kazakhstan, and to the Consortium directly or indirectly; letter according to the form of Annex 5 hereof with disclosure of the ownership structure of the shares/participation interests of a Potential bidder and of every subsequent holder to the ultimate owner. The Consortium members shall provide the specified documents in respect of all members of the Consortium.

6.1.5. not to be a natural person - a founder (a participant) and (or) the head of an organization included in the list of organizations and persons associated with the financing of terrorism and extremism, in accordance with the legislation of the Republic of Kazakhstan;

in order to confirm the compliance with this qualification requirement:

*natural persons* shall provide a reliance letter stating that a Potential bidder is not a natural person who is the founder (a participant) and (or) the head of an organization included in the list of organizations and persons associated with the financing of terrorism and extremism in accordance with the legislation of the Republic of Kazakhstan;

* + 1. not to be related to other Potential bidders (one of consortium members) as follows:
       1. A Potential bidder is a shareholder/participant who has not less than 50% of the shares/participation interests on the right of ownership of another Potential bidder;
       2. A Potential bidder with not less than 50% of the shares / participation interests owned by a shareholder/participant specified in Subparagraph 6.1.6.1 hereof on the right of ownership;
       3. A Potential bidder who has directly or indirectly not less than 50% of the shares / participation interests of a person specified in Subparagraph 6.1.6.1 hereof;
       4. A Potential bidder with not less than 50% of the shares / participation interests directly or indirectly owned by the shareholders/participants specified in Subparagraph 6.1.6.3 hereof on the right of ownership;

in order to confirm the compliance with this qualification requirement:

*legal entities* shall provide a reliance letter confirming that a Potential bidder is not associated with other Potential bidders in accordance with this Subparagraph hereof; a letter under the form specified in Annex 5 hereto with disclosure of the ownership structure of the shares/participation interests of a Potential bidder and of every subsequent holder to the ultimate owner. Consortium members shall provide the specified documents in respect of all persons who are members of the consortium.

6.2 The Potential bidders shall confirm their compliance with the Qualification Requirements with provision of the documents referred to in each specific Subparagraph of Paragraph 6.1 hereof. If the issue of any documents to be provided in the accordance with the requirements hereof is canceled/changed by the government of the Republic of Kazakhstan the Potential bidders shall provide a document in accordance with a new form of the document approved by the government or in case of complete cancellation of issue of such document – a corresponding reliance letter.

SE may at any time verify any information provided by Potential bidders and check the validity of any representations and guarantees provided by Potential bidders with any possible ways, including by comparing the information from public sources, forwarding a request to relevant organizations, besides, Potential bidders shall assist SE in obtaining any information.

* 1. In order to confirm the compliance with the Qualification Requirements Potential bidders shall provide a letter in the form specified in Annex 5 hereto with attachment of the following documents in addition to the documents referred to in Paragraph 6.1 hereof:
     1. an original and a copy of a document on nomination (election) of the first head of a Potential bidder (in case of consortium participation, an original and copy of the document on nomination (election) of a first head of every legal entity included into the consortium shall be provided, and an original or a copy of a document confirming the right to sign the consortium agreement by an authorized person of every legal entity included into the consortium);
     2. a copy of the charter, for legal entities registered on the basis of model charter – a copy of the application in a registered form for registration of a legal entity (a copy of charter of every legal entity included into a consortium in case of a consortium participation), an extract from the register of shareholders issued not more than 30 (thirty) calendar days before the date of the Bid;
  2. Not provision or provision of a letter in the form not in compliance with Annex 5 hereto with all necessary documents or provision of incomplete Set of Documents shall result in denial to confirm the of compliance with the Qualification Requirements.
  3. Upon confirmation of compliance with the Qualification Requirements Potential bidders shall provide information about the whole ownership structure of the shares/participation interests of a Potential bidder from shareholders/participants of a Potential bidder and to all subsequent holders including the ultimate holder in the letter under the form specified in Annex No. 5 hereto. The information stated in respect of the individuals holding 20% and more of the shares/participation interests of a Potential bidder and each subsequent company that owns more than 50% in the chain order of controlling owners.

1. **Criteria for evaluation of Bidding Applications in the First Phase (minimum requirements to the criteria of evaluation of proposals)** 
   1. Criteria for evaluation of Bidding Applications of Potential Bidders (the minimum requirements to the criteria of evaluation of proposals) within the First Phase will be as follows:
      1. conformity of the amount of the price of the Participation Interest offered by a Potential Bidder in its Bidding Application to the requirements of the Bidding Documentation;
      2. consent to the Participation Interest mandatory sale terms set out in section 8 of the Bidding Documentation;
      3. proper confirmation by Potential Bidders of their compliance with the Qualification Requirements, in accordance with the requirements of the Bidding Documentation.
2. **Participation Interest mandatory sale terms**
   1. In order to conclude the Agreement, the persons participating in the Bidding, including Potential Bidders/Bidders/Successful Bidders, must accept the following obligations with respect to Tegis Munay LLP and Mangyshlak-Munay LLP
      1. without SE consent, not to enter into transactions in relation to any part of the Participation Interest resulting in alienation, pledge, transfer of the management of the Participation Interest or loss of the management of the Participation Interest within twelve (12) months from the date of transfer of ownership of the Participation Interest. In case SE agrees with the above transactions, they must be concluded on the terms determined by SE;
      2. to ensure that the core business of Tegis Munay LLP remains to be an organisation of companies for geological exploration, mining and processing of mineral resources, and that the core business of Mangyshlak-Munay LLP remains to be an exploration and/or production of raw hydrocarbons on the Pridorozhnoye field within twelve (12) months from the date the ownership of the Participation Interest passes from the Seller to the Purchaser;
      3. to ensure that jobs are preserved and new jobs are created in Tegis Munay LLP and Mangyshlak-Munay LLP within twelve (12) months from the date the ownership of the Participation Interest passes from the Seller to the Purchaser;
      4. to ensure that the existing procedure and terms of use of the production and social infrastructure facilities on the Pridorozhnoye field are preserved within twelve (12) months from the date the ownership of the Participation Interest passes from the Seller to the Purchaser.
3. **Submission of Bidding Applications**
   1. Bidding Applications from Potential Bidders for the participation in the Bidding will be accepted at the address: 15A, Floor 5, Office 509, Kabanbai batyr Avenue, Astana, 010000, Republic of Kazakhstan, until 15 hour. 00 min. August 24th 2018.
   2. A Bidding Application and all documents enclosed therewith shall be sewn together, pages or sheets shall be numbered, the last page or sheet shall be signed and sealed (if any) by the Potential Bidder. The Bidding Application may be divided into several bundles; each bundle shall be stitched together, numbered and sealed (if any) by the Potential Bidder. A Bidding Application and all documents enclosed therewith must be placed in an envelope or in several envelopes. The face side of the envelope (envelopes) must bear:

* the full name and postal address of the person submitting the Bidding Application;
* the full name and postal address of the organiser of the Bidding, the Bidding Application is submitted for;
* the name of the Asset offered for the Bidding;
* instruction «DO NOT OPEN until16 hour. 00 min. August 24th 2018..
  1. The meeting of the Bidding Commission for opening of the envelopes with Bidding Applications will take place at 16 hour. 00 min. August 24th 2018.
  2. Every Potential Bidder may submit only one Bidding Application.
  3. A Bidding Application, as well as all documents enclosed therewith, shall be scanned and submitted to SE in electronic copy on the data storage media. The data storage media shall be enclosed in the envelope, drawn up in accordance with clause 9.2 of the Bidding Documentation.

1. **Amendment/addition and withdrawal of the Bidding Applications**
   1. A Potential Bidder may, prior to the deadline prescribed for submission of Bidding Applications: 1) amend and/or modify the submitted Bidding Application; 2) withdraw the Bidding Application, without forfeiting the right to return of its Bid Security paid. Any amendments must be made and presented in the same way as the Bidding Application itself.
   2. A notice of withdrawal of the Bidding Application shall be issued in the form of an arbitrary application addressed to SE, signed by a Potential Bidder, sealed by the legal entity, and for an individual, if any.
   3. Any amendments/additions introduced to the Bidding Application shall be deemed valid if the amendments/additions were received by SE prior to the deadline for the submission of Bidding Applications. No Bidding Application can be withdrawn after the deadline prescribed for submitting an envelope with a Bidding Application.
2. **Evaluation of Bidding Applications** 
   1. Following the results of the opening of envelopes with Bidding Applications of Potential Bidders, the members of the Bidding Commission, as well as its secretary shall sign a protocol on the opening of Bidding Applications.
   2. If non-conformities are found, Potential Bidders may be notified of such non-conformities by telephone, e-mail or other means of communication. Potential Bidders shall remedy the discovered non-conformities within the deadline set by the SE. In doing so, it is not permitted to submit any information and documents amending the content and/or terms of the preliminary proposal.
   3. When evaluating Bidding Applications, the Bidding Commission shall have the right:
      1. to request Potential Bidders to submit materials and explanations necessary for the review, evaluation and comparison of Bidding Applications and negotiate;
      2. with the view to verifying the information contained in Bidding Applications, to request the necessary information from the relevant state bodies, individuals and legal entities.
   4. The Bidding Commission shall evaluate Bidding Applications in accordance with the preliminary proposal enclosed with the Bidding Application, in accordance with sub-clause 5.1.3 of the Bidding Documentation, the Qualification Requirements, the criteria for evaluation of the preliminary proposals, the content of the preliminary proposals, the minimum requirements for the evaluation of proposals.
   5. Based on the results of the evaluation of Bidding Applications, the Bidding Commission shall make a decision on whether or not Potential Bidders meet the Qualification Requirements, whether or not the persons who submitted Bidding Applications are eligible to move to the Second Phase and on assigning them a status of Bidders, shall approve the content and criteria for the evaluation of Bids. The members of the Bidding Commission, as well as its secretary, following the results of the review of Bidding Applications, shall sign a protocol on the results of evaluation of Bidding Applications.
   6. SE will send appropriate notices to Bidders admitted to participate in the Second Phase, and indicate the term, venue, time and method for submission of Bids to participate in the Second Phase and the content and criteria for the evaluation of Bids. A notice shall be sent by registered mail with receipt notification, as well as by e-mail or facsimile.
   7. If as a result of the evaluation of all Bidding Applications submitted for participation in the Second Phase, no one has been admitted for participation, such Bidding shall be declared failed and the Bidding Commission shall prepare a protocol with respect to same.
   8. If as a result of the evaluation of Bidding Applications for participation in the Second Phase, only one person is admitted for participation, such Bidding shall be declared failed. In such a case the Asset may be sold to this person, at the discretion of SE, in accordance with the Rules, by direct targeted sale on terms that are not worse than those provided for by its Bidding Application, a relevant preliminary proposal, the Invitation to Bid and the set of documents relating to the Asset.
3. **Negotiation and submission of Bids**
   1. Prior to the date of submission of Bids specified in notifications sent in accordance with clause 11.6 of the Bidding Documentation, representatives of SE, including consultants of SE, may appoint meetings and negotiate with Bidders.
   2. Bids shall be accepted from Bidders admitted to the Second Phase.
   3. A Bid and all documents enclosed therewith shall be sewn together, pages or sheets shall be numbered, the last page or sheet shall be signed and sealed (if any) by the Bidder. It is permitted that a Bid is submitted in several bundles, in which case each bundle shall be sewn together, numbered and sealed (if any) by the Bidder. Where the Bid together with the documents enclosed therewith are submitted in several bundles, such Bid and all documents enclosed therewith must be packed in an envelope or in several envelopes. The face side of the envelope(envelopes) must bear:

* the full name and postal address of the person, submitting the Bid;
* the full name and postal address of the organiser of the Bidding, the Bid is submitted for;
* the name of the Asset to participate in the Bidding;
* instruction «DO NOT OPEN until: \_\_\_ hour. \_\_\_ min. \_\_ \_\_\_\_\_\_\_\_\_\_\_ 201\_» *(the final dates and time for submission of Bids shall be indicated in accordance with the notification sent in accordance with clause 11.6 of the Bidding Documentation).*
  1. Every Bidder may submit only one Bid.
  2. The Bidder shall issue a Bid in the form according to Annex 6 to the Bidding Documentation and also in accordance with notifications sent in accordance with clause 11.6 of the Bidding Documentation.
  3. The documents set forth in the notification sent in accordance with clause 11.6 of the Bidding Documentation shall be enclosed with the Bid. All documents enclosed with the Bid shall be scanned and submitted to SE in electronic copy on the data storage media. The data storage media shall be put in the envelope, drawn up in accordance with clause 12.3 of the Bidding Documentation.
  4. The price offered by the Bidder for the Participation Interest in the Bid shall not be lower than the price offered by that Bidder for the Participation Interest in the Bidding Application submitted by him/her for participation in the First Phase of the Bidding.

1. **Evaluation of Bids**
   1. The members of the Bidding Commission, as well as its secretary, shall sign a protocol on opening of Bids on the results of opening envelopes with Bids.
   2. When evaluating Bids, the Bidding Commission shall have the right:
      1. to request Bidders to submit materials and explanations necessary for the consideration, evaluation and comparison of Bids;
      2. with the purpose to verify the information contained in Bids, to request the necessary information from the relevant state bodies, individuals and legal entities, and Bidders should assist SE to obtain information.
   3. The Bidding Commission shall evaluate Bids according to the criteria for evaluation of Bids, specified in notifications given in accordance with clause 11.6 of the Bidding Documentation.
   4. Based on the results of Bids evaluation, the Bidding Commission shall select a Successful Bidder. The members of the Bidding Commission, the Successful Bidder (if any), as well as its secretary, following the results of Bid evaluation, shall sign a protocol on the results of evaluation of Bids. The members of the Bidding Commission shall set the deadline for concluding the Agreement in the protocol. The protocol shall be signed by the Successful Bidder on time, according to the notification sent.
   5. If as a result of evaluation of all submitted Bids, all the Bids are rejected, such Bidding shall be declared failed.
   6. If as a result of evaluation of Bids only one person participates in the Bidding, such Bidding shall be declared failed. In such a case, the Participation Interest may be sold to such person in accordance with the Rules by direct targeted sale, on the terms which are not worse than those provided for by its corresponding preliminary proposal to the Bidding Application, as well as by the submitted Bid.
   7. The Bidder which has offered the highest purchase price of the Participation Interest subject to the criteria for evaluating Bids established in notifications given in accordance with clause 11.6 of the Bidding Documentation shall be recognised as the Successful Bidder. If the conditional prices of Bids are equal, the Bidder which was the first to submit its Bid shall be deemed to be the Successful Bidder.
2. **Rejection of Bidding Applications and/or Bids**
   1. The grounds for rejection of Bidding Applications and/or Bids shall be:
      1. non-conformance of Bidding Applications and/or Bids with the evaluation criteria (the minimum requirements of the evaluation criteria for proposals), including criteria specified in clause 7.1 of the Bidding Documentation as well as in notifications given in accordance with clause 11.6 of the Bidding Documentation;
      2. the purchase price of the Participation Interest offered in the preliminary proposal to the Bidding Application or in the Bid is lower than the Initial Price;
      3. absence of a Bid Security required for participation in the Bidding;
      4. submission of a Bidding Application or a Bid after the deadline prescribed for their submission;
      5. recognition of a Bidding Application and/or a Bid not meeting the requirements provided for by the Invitation to Bid and/or the Bidding Documentation;
      6. preliminary proposal or a Bid does not comply with the requirements of the Invitation to Bid and/or the Bidding Documentation, including the minimum requirements, according to the criteria for evaluation of the preliminary proposals and Bids specified in the Invitation to Bid and/or in the Bidding Documentation and/or notifications;
      7. the Bidding Application and/or the Bid and/or the terms of the Agreement offered to be concluded contain proposals/terms unacceptable for SE;
      8. Bid is submitted in which the Bidder offers the price for the Participation Interest in the amount in accordance with clause 12.7 of the Bidding Documentation - below the price offered by the same Bidder for the Participation Interest in its Bidding Application submitted for participation in the First Phase of the Bidding.
3. **Execution of the Agreement**
   1. SE and the Successful Bidder shall sign the Agreement in the manner and within the time-period provided for by the Rules, and the Agreement shall be sealed and signed by the authorised persons of each of the parties.
   2. Amendments and additions can be made to the Agreement, except for the terms and conditions of the Agreement, which may be amended (added) as agreed with SE and/or decision of SE provided that such amendments (additions) do not change the content of the terms of the Bidding and/or proposals, which were the basis for selecting the Successful Bidder.
   3. The purchase price of the Participation Interest in the Agreement shall be the price specified in the relevant Bid.
4. **Certain requirements applicable to documents submitted for participation in the Bidding**
   1. Potential Bidders, Bidders and the Successful Bidder which submit their documents for the purpose of participating in the Bidding or in order to enter into the Agreement, which documents were issued by foreign organisations must duly legalize the submitted documents in the manner prescribed by legislation of the Republic of Kazakhstan and/or apostille them, subject to the requirements of the legislation of the Republic of Kazakhstan.
   2. Potential Bidders, Bidders and the Successful Bidder who are not residents of the Republic of Kazakhstan shall submit the same documents as residents of the Republic of Kazakhstan or the documents containing the same information, however where such documents cannot be submitted, they shall present a guarantee letter from the mentioned persons for the purpose to establish the facts for which the document evidence is required in the Bidding Documentation.
   3. Bidding Applications and Bids shall loose effect on the date the Agreement is signed with one of the persons participating in the Bidding.
   4. The Potential Bidder, the Bidder and the Successful Bidder shall be responsible for all expenses in connection with the participation in the Bidding. SE and/or the Bidding Commission shall not be under an obligation to reimburse any expenses regardless of the results of the Bidding or its cancellation.
   5. In the Bidding Application, the Bid and other documents provided for the purpose of participation in the Bidding or conclusion of the Agreement, there should be no insertions between the lines, pads or posts unless there is a need to correct grammatical or arithmetical errors.
   6. The Bidding Application, the Bid and other documents provided for the purpose of participation in the Bidding or conclusion of the Agreement, shall be written in Russian or in the official language[[1]](#footnote-2). At the same time, the Bidding Application may contain documents written in another language if they are accompanied by an accurate translation into Russian or Kazakh, and in this case the translation into Kazakh or Russian will have the advantage. In accordance with the procedure established by the legislation of the Republic of Kazakhstan, the correctness of the translation into the Kazakh or Russian languages must be certified by a notary or the notary must attest authenticity of the signature of the translator who translated the documents.
5. **Contact details for obtaining information regarding the Bidding:**

The main contact person:

*Oleg Kovalenko*

Tel.: +7 (495) 937 44 77 Int. No: 14330

Mob.: +7 (915) 196 96 35

e-mail: olegkovalenko@kpmg.ru

Additional contact persons:

*Anna Kireeva*

Tel.: +7 (495) 937 44 77 int. No: 10048

Mob.: +7 (771) 800 32 31

e-mail: annakireeva@kpmg.ru

*Darya Privalova*

Tel..: +7 (495) 937 44 77 int. No: 12399

Mob.: +7 (777) 776 73 87

e-mail: [dprivalova@kpmg.ru](mailto:dprivalova@kpmg.ru)

***Annexes to the Bidding Documentation:***

* *Annex 1 – Draft Confidentiality Agreement;*
* *Annex 2 – Letter of consent with the bidding procedures;*
* *Annex 3 – Draft Agreement;*
* *Annex 4 – Form of the Bidding Application;*
* *Annex 5 – Statement with information concerning the entire shareholding/Participation Interest ownership structure of the Potential Bidder and its compliance with the Qualification Requirements;*
* *Annex 6 – Form of the Bid;*
* *Annex 7 - General Data Room policy rules and the Asset inspection procedure;*
* *Annex 8 – Form of the Preliminary Proposal.*

***Приложение №1 Annex 1***

***к Конкурсной документации to the Bidding Documentation***

|  |  |
| --- | --- |
| **СОГЛАШЕНИЕ О КОНФИДЕНЦИАЛЬНОСТИ**  «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_ 201\_ года | **CONFIDENTIALITY AGREEMENT**  \_\_\_\_\_\_\_\_201\_\_ |
| Акционерное общество «Самрук-Энерго», далее именуемое **«Передающая сторона»**, в лице\_\_\_\_\_\_\_\_\_\_\_\_\_, действующего на основании \_\_\_\_\_\_\_\_\_, с одной стороны, и  ТОО «\_\_\_\_\_\_», далее именуемое **«Принимающая сторона»**, в лице \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, действующего на основании \_\_\_\_\_\_, с другой стороны,  руководствуясь принципами развития отношений на взаимовыгодной основе, соблюдения условий гарантированной защиты информации Передающей стороны или его деятельности, составляющей служебную, коммерческую или иную охраняемую законом тайну (далее «**Конфиденциальная информация**»), неиспользования её во вред друг другу, стремясь не допускать разглашения Конфиденциальной информации третьим лицам, заключили настоящее Соглашение (далее **«Соглашение»**) о нижеследующем: | "Samruk-Energy" Joint-stock company, hereinafter referred to as the "**Disclosing Party**", represented byacting on the basis , on the one part, and  «\_\_\_\_\_\_» LLP, hereinafter referred to as the **"Receiving Party"**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting under \_\_\_\_\_\_\_, on the other part,  guided by the principles of development of relations on mutually beneficial basis, abiding by conditions of guaranteed protection of the Disclosing Party’s information or its activity that constitutes official, commercial or other secret protected by law (hereinafter **"Confidential Information"),** non-use of Confidential Information to the detriment of each other, seeking not to disclose Confidential Information to the third parties, have entered into this Agreement (**the "Agreement")** as follows: |
| 1. Передающая сторона готова передавать Принимающей стороне Конфиденциальную информацию, в целях возможной реализации 100% долей участия в уставном капитале ТОО «Тегис Мунай (в составе которого ТОО «Мангышлак-Мунай») (далее **«Деятельность»**) в соответствии с условиями настоящего Соглашения. | 1. The Disclosing Party is ready to transfer to the Receiving Party Confidential Information regarding the proposed sale of 100 per cent Participation Interest in the charter capital in Tegis Munay LLP (including Mangyshlak-Munay LLP) (**the “Activity”**) in accordance with terms of this Agreement. |
| 2. Термины, применяемые в настоящем Соглашении, означают следующее:  **Конфиденциальная информация** – служебная, производственная, финансово-экономическая, научно-техническая, технологическая, информация о конкретных условиях реализации, имущественном составе и иная связанная с ней информация (в том числе составляющая секреты производства (ноу-хау), находящаяся в виртуальной комнате по адресу \_\_\_\_\_\_\_\_\_\_\_\_., к которой нет свободного доступа на законном основании и в отношении которой обладателем такой информации введен Режим Конфиденциальной информации, а также информация о ведении каких бы то ни было переговоров и взаимоотношений с Передающей стороной, о факте участия Принимающей стороны в торгах/конкурсах, организованных Передающей стороной и содержании конкурной заявки/предложения Принимающей стороны;  **Носители информации** - материальные объекты, в которых Конфиденциальная информация находит своё отображение в виде символов, технических и финансовых решений и процессов, в том числе находящаяся на любых внешних носителях.  **Режим Конфиденциальной информации** - правовые, организационные, технические и иные принимаемые обладателем Конфиденциальной информации меры по ее охране; | 2. The terms used in this Agreement shall have the following meaning:  **Confidential information** - service, industrial, financial, economic, scientific, technical, technological, information about certain conditions of sale, property structure and other related to it information (including production secrets and know-how which is available in virtual room at the address\_\_\_\_\_\_\_\_\_\_\_\_, to which there is no free access on the legal basis and in respect of which the holder of such information set a Regime of Confidential Information; also it is information on conducting any negotiations and relationships with the Disclosing Party, on the fact of participation of the Receiving Party in the tender / competitive tender organized by the Disclosing Party and on the content of the tender bid / offer of Receiving Party.  **Data storage media** – physical items in which Confidential information finds its reflection in the form of symbols, technical and financial solutions and processes, including those located on any external carriers.  **Regime of Confidential information** - legal, organizational, technical or other measures taken by the owner of Confidential Information for its protection; |
| 3. Передача Конфиденциальной информации осуществляется в соответствии с Приложением 1 к настоящему соглашению. Передающая сторона может передавать Конфиденциальную информацию через Представителей КПМГ, являющейся ее эксклюзивным финансовым консультантом по Сделке, а также через иных уполномоченных на это Передающей стороной лиц, и это не будет считаться нарушением условий конфиденциальности».  При этом, «Представители КПМГ» - это фирмы – члены ассоциации KPMG International Cooperative и все контролируемые такими фирмами – членами лица, включая всех партнеров, директоров, сотрудников и агентов таких фирм – членов и контролируемых ими лиц, а «Представитель КПМГ» означает любое из указанных лиц. | 3. The Confidential Information shall be transferred in accordance with Annex 1 to the Agreement. The Disclosing Party may disclose the Confidential Information through the KPMG Persons acting as the exclusive financial advisor of the Disclosing Party and through other authorized parties and this will not be considered as a breach of the confidentiality provisions.  In this respect, “KPMG Persons” includes any KPMG International Cooperative member firms, and all entities controlled by such member firms, including all partners, directors, employees and agents of such member firms and entities controlled by them, and “KPMG person” shall mean any one of them. |
| 4. Контроль за соблюдением порядка использования Конфиденциальной информации, возлагается на структурное подразделение Передающей стороны, которое передает Конфиденциальную информацию. | 4. The business unit of the Disclosing Party that transfers Confidential Information shall be responsible for monitoring compliance with the order of Confidential Information use. |
| 5. В случае, если раскрытию подлежит Конфиденциальная информация, в отношении которой Передающая сторона имеет обязательства по сохранению конфиденциальности по соглашению с третьей стороной, то такая информация подлежит раскрытию только после получения письменного согласия этой третьей стороны. | 5. In the event of disclosing Confidential Information in respect of which the Disclosing Party has obligations to keep confidentiality under an agreement with a third party, such information shall be disclosed only with written consent of such third party. |
| 6. Принимающая сторона обязуется:  1) обеспечивать защиту полученной Конфиденциальной информации;  2) хранить в тайне, не продавать, не обременять, не передавать, не опубликовывать или другим образом раскрывать Конфиденциальную информацию включая, но не ограничиваясь, такими способами как фотокопирование, репродукция или электронный способ, без предварительного письменного разрешения Передающей стороны;  3) использовать Конфиденциальную информацию строго в целях осуществления Деятельности;  4) в случае не соблюдения любого из пунктов возместить причиненные в результате этого убытки в полном объеме, а также соглашается с тем, что Принимающая сторона будет не допущено к торгам. | 6. The Receiving Party shall be obliged to:   1. protect Confidential Information received; 2. kept confidential and not sell, exchange, transfer, publish or otherwise disclose by any means Confidential information, including, but not limited to, methods such as photocopying, reproduction or electronic method without the prior written permission of Disclosing Party; 3. use Confidential Information only for purposes of implementing the activity.   In case of non-compliance with any of the items, compensate all losses incurred as a result of this in full, and agrees that Receiving Party will not be admitted to tender. |
| 7. Принимающая сторона может раскрыть Конфиденциальную информацию без письменного согласия Передающей стороны своим сотрудникам, должностным лицам, руководителям и консультантам Принимающей стороны а также аффилированным с Принимающей стороной лицам, их сотрудникам, должностным лицам, и руководителям, которым необходимо иметь такую Конфиденциальную информацию, в той степени и в том объёме, насколько это необходимо для осуществления Деятельности. | 7. The Receiving Party may disclose Confidential Information without written permit of the Disclosing Party to its employees, officials, executives and consultants of the Receiving Party, also to employees, officials and executives its affiliates of the Receiving Party, who need to have such Confidential Information to the extent required for implementing the Activity. |
| 8. Настоящее Соглашение не распространяется на Конфиденциальную информацию:  1) которая ко времени подписания настоящего соглашения уже была общедоступна, или позже стала общедоступна, за исключением случаев, когда Принимающая сторона нарушила Настоящее соглашение.  2) которая уже была известна Принимающей стороне или находится в распоряжении Принимающей стороны без обязательств по обеспечению конфиденциальности до представления Передающей Стороной.  3) которая была предоставлена на законных основаниях Принимающей стороне без связывания обязательствами по обеспечению конфиденциальности добросовестной третьей стороны, которая не несёт никаких обязательств по сохранению конфиденциальности в отношении такой информации, или  4) которая была разработана самостоятельно представителями Принимающей стороны без ссылки на любую информацию от Передающей стороны. | 8. The Agreement shall not apply to Confidential Information:   1. that at the time of the signing of this agreement has already been available to the public, or later became publicly available, except for cases when the Receiving Party has violated this Agreement. 2. which has already been known to the Receiving Party or in the possession of the Receiving Party without confidentiality obligations prior to submission by the Disclosing Party. 3. which was provided lawfully to the Receiving Party without engaging bona fide third party by confidentiality commitments , which is under no obligation to ensure confidentiality with respect to such information, or 4. which has been developed independently by representatives of the Receiving Party without reference to any information from the Disclosing Party. |
| 9. Передающая Сторона остается собственником и (или) обладателем переданной Конфиденциальной информации. Передающая Сторона вправе потребовать от Принимающей стороны вернуть ей любую Конфиденциальную информацию в любое время, направив уведомление в письменной форме. В течение 7 (семи) календарных дней после получения такого уведомления Принимающая сторона должна вернуть все оригиналы Конфиденциальной информации и уничтожить все ее копии, сделанные им в любой форме, имеющиеся в его распоряжении, а также в распоряжении лиц, которым он передал с соблюдением условий настоящего Соглашения такую Конфиденциальную информацию, в присутствии Передающей стороны, как это описано в настоящем пункте Соглашения.  В случае предполагаемой ликвидации Принимающей стороны, она должна до начала ликвидации обеспечить возврат Передающей Стороне всех оригиналов и уничтожение всех и любых копий переданной Передающей Стороной Конфиденциальной информации, в присутствии Передающей стороны, как это описано в настоящем пункте Соглашения. | 9. The Disclosing Party remains the owner of transferred Confidential Information. The Disclosing Party shall have the right to request the Receiving Party to return to it any Confidential Information at any time by giving notice in writing. Within (7) seven calendar days after receipt of such notification, the Receiving party shall return all originals of Confidential Information and destroy all copies it has made in any form available at its disposal, as well as at disposal of persons to whom it has transferred such Confidential information subject to conditions of the Agreement in the presence of the Disclosing party, as described in this paragraph of the Agreement.  In case of proposed liquidation of the Receiving Party, it must ensure returning all originals to the Disclosing Party and destroying any and all copies of transferred Confidential Information in the presence of Disclosing Party, as described in the Agreement. |
| 10. Принимающая сторона несет ответственность за любые затраты, убытки и потери, понесенные Передающей Стороной и вытекающие из или в связи с любым раскрытием Конфиденциальной информации Принимающей стороной в нарушение настоящего Соглашения, либо любому третьему лицу, получившему доступ к Конфиденциальной информации. | 10. The Receiving Party shall be responsible for any costs, damages and losses incurred by the Disclosing Party and arising out of or in connection with any disclosure of Confidential Information by the Receiving Party in violation of this Agreement or any third party that was provided with such Confidential Information. |
| 11. Стороны приложат все разумные усилия для урегулирования путем переговоров любых споров, возникающих из настоящего Соглашения, в связи с ним либо с его нарушением, расторжением или действительностью.  Настоящее Соглашение и права и обязанности сторон в соответствии с настоящим Соглашением, должны регулироваться и толковаться в соответствии с законодательством Республики Казахстан.  Все разногласия, вытекающие из настоящего соглашения, будут разрешаться сторонами путем переговоров.  В случае разногласий, не разрешенных путем переговоров, споры, вытекающие из Соглашения или в связи с ним, подлежат разрешению в соответствии с законодательством Республики Казахстан. | 11. The Parties shall use all reasonable efforts to resolve any dispute arising out of the Agreement in connection with it or with its breach, termination or validity through negotiations.  This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan. All disputes arising out of the Agreement shall be settled by Parties through negotiations.  In the event of disputes not resolved through negotiations, disputes arising out of the Agreement or in connection with it shall be settled in accordance with the laws and regulations of the Republic of Kazakhstan. |
| 12. Любые поправки, изменения и дополнения к настоящему Соглашению имеют силу только в том случае, если они составлены в письменном виде и подписаны должным образом уполномоченными представителями каждой из Сторон настоящего Соглашения. | 12. Any amendments, changes and additions to the Agreement shall be valid only if they are executed in writing and duly signed by authorized representatives of each Party to the Agreement. |
| 13. Настоящее Соглашение представляет собой полную и исчерпывающую договоренность сторон настоящего Соглашения в отношении передачи Конфиденциальной информации заменяя и отменяя собой все предыдущие письменные и устные, явные и подразумеваемые соглашения, договоренности и соглашения между Сторонами, относящиеся к использованию и/или передаче Конфиденциальной информации в отношении Деятельности. | 13. This Agreement constitutes the full and complete agreement between the Parties to the Agreement on the transfer of Confidential Information abrogating and replacing all previous written or oral, express or implied agreements, understandings and agreements between the Parties relating to the use and / or transfer of Confidential Information in regard to the Activity. |
| 14. В случае реорганизации одной из Сторон права и обязанности по настоящему Соглашению не прекращаются и переходят к правопреемнику (ам) Сторон. | 14. In the event of a reorganization of one of the Parties, the rights and obligations under this Agreement shall not be terminated and shall be transferred to the successor (s) of the Parties. |
| 15. Стороны обязаны незамедлительно информировать друг друга обо всех существенных изменениях в правовом статусе и месте нахождения. | 15. The Parties shall immediately inform each other of any material changes in their legal status and principal place of business. |
| 16. Настоящее Соглашение действует в период Деятельности, а также в течение \_\_ лет после ее завершения.  Настоящее Соглашение составлено в 2 (двух) экземплярах на русском и английском языке.  В случае несоответствия или разночтения между текстами Соглашения, Стороны будут руководствоваться текстом на русском языке. | 16. This Agreement shall be valid for the period of the Activity, and remain in effect during \_\_\_\_ years after it has been terminated.  This Agreement is executed in 2 (two) copies, each in Russian and English languages.  In case of incompliance or discrepancies between texts of the Agreement, the Russian version hereof shall prevail. |

|  |  |
| --- | --- |
| **Юридические адреса и реквизиты Сторон:**  **Передающая сторона:**  АО «Самрук-Энерго»  010000 г. Астана, Кабанбай батыра, 15A  **ПОДПИСАНО** для и от имени Передающей сторона ее уполномоченным представителем:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Принимающая сторона**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **ПОДПИСАНО** для и от имени Принимающей стороны» ее уполномоченным представителем:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Legal addresses and details of the Parties:**  **Disclosing Party:** "Samruk-Energy" Joint-stock company 15A, Kabanbay batyr avenue, 010000, Astana  **SIGNED** for and on behalf of Disclosing Party by its authorized representative**:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   **Receiving Party:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **SIGNED** for and on behalf of Receiving Party by its authorized representative**:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Приложение 1**  **Порядок передачи конфиденциальной информации.**  Конфиденциальная информация размещена в специально созданной виртуальной комнате по адресу [\_\_\_\_\_\_\_\_\_\_\_\_\_\_](ftp://95.59.139.51). Для получения доступа к виртуальной комнате необходимо:   1. Подписать настоящее соглашение о конфиденциальности; 2. Получить логин и пароль в Департаменте «Информационные технологии» по согласованию с Департаментом «Безопасность» АО «Самрук-Энерго» 3. Выполнить иные действия, предусмотренные Конкурсной документацией. | **Annex 1**  **The procedure for transfer of confidential information.**  Confidential information is available in a specially created virtual room at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_](ftp://95.59.139.51). To access the virtual room you need:  1) Sign this confidentiality agreement;  2) Obtain login and password from “Information Technology" department subject to approval of “Security” Department of "Samruk-Energy" JSC.  3) Make another actions according to the Bidding Documentation. |

***Annex 2***

***to the Bidding Documentation***

|  |  |
| --- | --- |
| *To:* | **Samruk-Energy JSC** |
| *From:* | *(full name of an individual or a legal entity, BIN/IIN, actual address or registered address, contact details: telephone, email)* |

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(full name of an individual or legal entity)* confirm that we have examined the terms and conditions of the open bidding for the sale 100 per cent Participation Interest in the charter capital of Tegis Munay LLP (including Mangyshlak-Munay LLP) owned by Samruk-Energy JSC (*the “Bidding”*), as set out in the invitation to bid dated the 2nd of August 2018, and the provided bidding documentation with respect to such bidding.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(full name of an individual or legal entity)* agrees to be bound by the bidding procedures as set out in the invitation to bid dated the 2nd of August 2018, a well as bidding documentation with respect to such bidding, and is ready to establish its qualification as required by the bidding documentation of the Bidding posted on the Website of Samruk-Energy JSC.

*Full name of the chief executive officer authorised to sign this letter or an authorized person (a power of attorney should be enclosed), signature, date and seal (if any).*

***Annex 3***

***to the Bidding Documentation***

**SALE AND PURCHASE AGREEMENT**

**as to 100 per cent Participation Interest in Tegis Munay Limited Liability Partnership**

**between**

**Samruk-Energy JSC**

**(*as Seller*)**

[*Tegis Munay LLP shall be included in the Agreement if the Purchaser is a sole legal entity or individual*]

**Tegis Munay LLP**

**and**

**[name of the Purchaser]**

**(*as Purchaser*)**

This sale and purchase agreement as to 100 per cent Participation Interest in Tegis Munay Limited Liability Partnership (the “**Agreement”**) is made on \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ between:

1. **Samruk-Energy Joint-Stock Company,**

a legal entity established under the legislation of the Republic of Kazakhstan, located at the address referred to in this Agreement, in the person of [*insert title*] [*insert name*] acting on the basis of [the Charter]

(the “**Seller**”);

and

1. **[*name of the Purchaser*],** a legal entity established under the laws of [●], located at the address referred to in this Agreement, in the person of *[insert title] [insert name]*, acting on the basis of [the Charter]

(the **“Purchaser”**) [*the following wording of the preamble shall be included in the Agreement if the Purchaser is a sole legal entity or individual*] and

1. **Tegis Munay Limited Liability Partnership,**

a legal entity established under the legislation of the Republic of Kazakhstan, located at the address referred to in this Agreement, in the person of [*insert title*] [*insert name*] acting on the basis of [the Charter] (the “Tegis Munay LLP”);

the Purchaser, the Seller and Tegis Munay LLP hereinafter collectively referred as the «Parties» and individually as a «Party»,

on the basis of the results and subject to the terms and conditions of the bidding that have been conducted in the form of an open two-phase bidding process,

**WHEREAS**

1. By Resolution of the Government of the Republic of Kazakhstan No. 1141 dated 30 December 2015, it has been proposed that 100 per cent Participation Interest in Tegis Munay LLP (including Mangyshlak-Munay LLP) should be, as a matter of priority, placed in a competitive environment;
2. Samruk-Energy JSC owns 100 per cent Participation Interest in the charter capital of Tegis Munay LLP;
3. The Seller wishes to sell and transfer to the Purchaser, and the Purchaser, in its turn, wishes to buy and accept from the Seller the Participation Interest on the terms and conditions set out in this Agreement, which must comply with the invitation to bid, bidding documentation, and the Purchaser's bid on the basis of which it has been determined as a successful bidder in a respective bidding process and/or awarded the agreement;
4. Minutes from the meeting of the Working Group for conduct of direct negotiations, dated 26 July 2016, regarding the granting of the subsurface use right for production of raw hydrocarbons on the Pridorozhnoye field, has been signed between the Ministry of Energy of the Republic of Kazakhstan and Mangyshlak-Munay LLP,

the Parties hereby agree as follows.

1. **TERMS AND DEFINITIONS**
2. For the purpose of this Agreement, unless the context otherwise requires, in this Agreement the capitalised terms shall have the following meanings:

|  |  |
| --- | --- |
| **«Guarantee Deposit»** | means a sum of money in the amount of 72 150 000 KZ tenge provided to the Seller in order to participate in the open two-phase bidding in accordance with the terms and conditions of the bidding; |
| **«Agreement»** | means this sale and purchase agreement, including schedules hereto together with all and any amendments and modifications; |
| **«Security Agreement for the Compliance with Particular Conditions»** | means an agreement to be concluded between the Purchaser, the Seller and Tegis Munay LLP in such form as set out in Schedule 2 to this Agreement; |
| **«Participation Interest»** | 100 per cent Participation Interest in Tegis Munay Limited Liability Partnership (including Mangyshlak-Munay LLP); |
| **«Participation Interests»** | 100 per cent Participation Interest in the charter capital of Tegis Munay LLP and 100 per cent Participation Interest in the charter capital of Mangyshlak-Munay LLP; |
| «**Closing**» | means the Parties' actions which are necessary to effect the transfer of the ownership of the Participation Interest as set out in Clause 7.2 hereof; |
| **«Confidential Information»** | means information defined in Clause [11.9](#page12) hereof; |
| «**Conditions Precedent**» | means the conditions precedent to the Closing as set out in Clause 5 hereof and which are the obligations of the Parties to be performed as a condition in order to achieve Closing; |
| **«Person»** | means any natural or legal person (with the exception of government bodies which exercise control and supervisory functions which fall within their powers); |
| **«Purchase Price»** | means the Participation Interest Price defined in Clause 2.2 hereof; |
| **«Business Day»** | means a day on which second-tier banks are open for business in the Republic of Kazakhstan; |
| **«Pledge Agreement»** | means an agreement to be concluded between the Purchaser, Seller and Tegis Munay LLP and Mangyshlak-Munay LLP in such form as set out in Schedule 3 to this Agreement. |

1. **SALE AND PURCHASE AND DEBT REPAYMENT**
   1. **Sale and Purchase**

2.1.1. Subject to the terms and conditions of this Agreement, the Seller agrees to transfer the Participation Interest into the ownership of the Purchaser, and the Purchaser agrees to accept the Participation Interest from the Seller and pay for it on the terms and conditions of this Agreement. by signing an act of acceptance and transfer of the Participation Interest, which shall form an integral part of the Agreement.

The Purchaser has examined the activities and documents of Tegis Munay LLP and Mangyshlak-Munay LLP and will not subsequently bring any claims against the Seller with respect to the actions or circumstances prevailing in Tegis Munay LLP and Mangyshlak-Munay LLP, in connection with it or with respect to it prior to the date of signing of the Agreement (purchase on an "as is" basis).

[*the following wording of Clause 2.1.2 shall be included to this Agreement if the Purchaser is a sole legal entity or individual*]

* + 1. In order to avoid violations of the Law of the Republic of Kazakhstan “On limited liability partnerships and additional liability partnerships”, Tegis Munay LLP agrees to transfer 0.05 per cent Participation Interest in the charter capital of Mangyshlak-Munay LLP into the ownership of the Purchaser, and the Purchaser agrees to accept such interest into its ownership.

1. **Purchase Price**

The Purchase Price of the Participation Interest shall equal *[the amount of the Purchase Price]* (the «**Purchase Price»**).

1. **Taxes and Other Obligatory Payments**

Each Party shall independently fulfil its respective obligations to pay all taxes and other obligatory payments to the budget payable in connection with the conclusion and execution of this Agreement, in accordance with the legislation of the Republic of Kazakhstan.

1. **Payment of the Purchase Price**

The Purchase Price shall be paid by the Purchaser within ten (10) Business Days of the date on which the Conditions Precedent have been met. The amount of the Guarantee Deposit paid by the Purchaser into the Seller’s account shall be applied towards the payment by the Purchaser of the Purchase Price save for the retention of the Guarantee Deposit in the cases determined by this Agreement.

**2.5. Transfer of Title to the Participation Interest**

The transfer of the title to the Participation Interest shall be documented in accordance with Clause 2.1 of the Agreement, within 5 Business Days after the Conditions Precedent have been met and the Purchase Price has been paid by submitting documents for re-registration of the participants of Tegis Munay LLP and Mangyshlak-Munay LLP to the justice authorities at the place of registration of Tegis Munay LLP and Mangyshlak-Munay LLP.

1. **WARRANTIES AND REPRESENTATIONS OF THE SELLER**
2. The Seller warrants and represents to the Purchaser that warranties and representations are true and accurate as at the date of this Agreement and on the date of Closing.
3. **Obligations under Warranties**
4. The Seller shall have no right to do or refrain from doing any actions, if such actions or omissions can result in any of the Seller's warranties or representations being violated or being misleading at any time before Closing (inclusive).
5. Each of the Seller's warranties or representations shall be separate and independent.
6. **Registration and Good Standing**
7. The Seller is a legal entity duly registered and validly existing under the laws of the Republic of Kazakhstan. The Seller's details set forth in the preamble of the Agreement are true and accurate.
8. The Seller has all necessary powers and authority to enter into this Agreement and perform obligations hereunder, and perform all transactions contemplated by this Agreement.
9. This Agreement has been duly executed by the Seller, and constitutes a legal and valid obligation of the Seller in accordance with the terms and conditions hereof.
10. **Participation Interest**
11. The Participation Interest has been duly registered and fully paid up by the Seller.
12. The Purchaser will receive the right of ownership of the Participation Interest after all the Conditions Precedent set out in this Agreement have been met, the Purchase Price has been paid in full.
13. **THE PURCHASER'S WARRANTIES AND REPRESENTATIONS**
14. The Purchaser warrants and represents to the Seller, which warranties and representations shall be true as at the date of this Agreement and throughout the entire validity period of this Agreement.
15. **Obligations under the Warranties**
16. The Purchaser shall not have the right to do or refrain from doing any actions, if such actions or omissions can result in any of the Purchaser's warranties or representations being violated or being misleading at any point in time.
17. The Purchaser shall notify the Seller in writing of any circumstance setting out full details of same which will result or may result in breach of any of the Purchaser's warranties or representations, or which conflicts or may conflict with any of the Purchaser's warranties or representations, within three (3) Business Days after the Purchaser becomes aware of such information (including its employees, advisors and representatives).
18. Each of the Purchaser's warranties or representations shall be separate and independent.
19. The Purchaser's warranties and representations, and the Particular Conditions for the Sale of the Participation Interest and their transfer to the Purchaser are, in the opinion of the Parties, material terms and conditions of this Agreement and the Purchaser's obligations, on the basis of which the Seller has agreed with the terms of this Agreement and its conclusion. If the Purchaser is in breach of any of its warranties and representations, the Seller may terminate this Agreement, and the Purchaser shall reimburse to the Seller all and any losses incurred by the Seller as a result of or in connection with such breach.
20. **Registration and Good Standing**
21. The Purchaser is a legal entity duly registered and validly existing under the laws [*an indication that the Purchaser is a legal entity and the name of the country of incorporation of the Purchaser is included in the Agreement, if the Purchaser is a legal entity under the Agreement*]. The Purchaser's details set out in this Agreement are true and accurate.
22. The Purchaser has all necessary powers and authority to enter into and perform this Agreement, fulfil obligations under this Agreement and perform all transactions contemplated by this Agreement.
23. As at the Closing date, the Purchaser shall have obtained, to the extent required by the legislation of the Republic of Kazakhstan, all government and corporate approvals, permits, consents, authorisations, licenses, certificates, and any other similar documents, and shall have made any notifications that are necessary for the conclusion and implementation of this Agreement, performance of the obligations under this Agreement and execution of all transactions contemplated by this Agreement.
24. This Agreement has been duly concluded by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser in accordance with the terms and conditions of this Agreement.
25. The Purchaser has provided complete, true and accurate documents and information for participation in the open two-phase bidding organised by the Seller and confirms its compliance with the qualification, investment and other requirements on the basis of which the Purchaser was determined to be a successful bidder and/or the person to which the agreement award should be made.
26. **Effect of Entering into this Agreement**

Neither the conclusion nor performance by the Purchaser of this Agreement or any transactions contemplated hereby shall (i) violate or will violate any provision, obligation or any document which is binding on the Purchaser in accordance with the applicable legislation; (ii) violate or will violate the performance of the obligations under any agreement and grant or will grant to a third party (or require consent of waiver by any third party) in accordance with any agreements to which the Purchaser is a party; (iii) violate the provisions of the Purchaser's charter.

1. **No Court Proceedings**

The Purchaser acknowledges and confirms that there are no legal actions or disputes, whether existing or threatened, by or against the Purchaser, which may prevent or materially delay the performance of transactions and the fulfilment of the obligations provided for under this Agreement.

1. **Financial Stability**
2. No bankruptcy (or any bankruptcy-related process), liquidation, administration due to insolvency or rehabilitation of any type or any similar procedure has been initiated against the Purchaser.
3. No moratorium, interim or temporary administration by court or any person appointed by court, or any similar proceedings has been made with respect to the Purchaser.
4. At Closing the Purchaser shall ensure that it has sufficient money to enable it to perform its obligation to pay the Purchase Price.
5. **Particular Conditions Applicable to the Sale of the Participation Interest**
6. The Purchaser shall perform and/or cause Tegis Munay LLP and Mangyshlak-Munay LLP to take steps referred to in Schedule 1 to this Agreement as Particular Conditions Applicable to the Sale of the Participation Interest.

**5.** **CONDITIONS PRECEDENT**

5.1. Prior to Closing the Purchaser shall:

* + 1. if and when required by the effective applicable legislation and constituent documents of the Purchaser, obtain all government and any other approvals, permits, decisions (including, but not limited to, corporate decisions of the authorised management bodies, other bodies of the Purchaser as required by legislation and/or constituent documents, including with respect to entering into a major transaction and/or transaction in which there is an interest), consents, authorisations, licenses, certificates, statements and similar documents as may be necessary to perform this Agreement, and make any notifications as may be necessary to enter and perform this Agreement, as well as perform the obligations under this Agreement and all transactions contemplated by or arising out of this Agreement;
    2. provide the Seller with the documents listed in Clause 5.1 of Section 5 of the Agreement establishing that the Conditions Precedent have been met, and with letters confirming that the Purchaser is not in the process of liquidation or any process related to bankruptcy, and all the Conditions Precedent that are necessary and sufficient for the performance of the Agreement have been met and there no obstacles.
  1. Prior to Closing the Seller shall:
     1. if and when required by the legislation of the Republic of Kazakhstan, obtain all government and any other approvals, permits, consents, authorisations, licenses, certificates, statements and similar documents as may be necessary to perform this Agreement, and make any notifications as may be necessary to enter and perform this Agreement, as well as perform the obligations under this Agreement and all transactions contemplated by or arising out of this Agreement.
  2. Prior to Closing the Parties undertake to ensure that the Security Agreement to Ensure Compliance with Particular Conditions is concluded between the Purchaser, the Seller, Tegis Munay LLP and Mangyshlak-Munay LLP according to Schedule 2 to this Agreement, which is an integral part hereof.
     1. the Parties undertake to render each other reasonable assistance in order to meet the Conditions Precedent set forth in this Agreement, including the provision of all necessary documents and materials. Under no circumstances the assistance commitment under this Clause shall imply an obligation to provide any of the Parties with financial assistance in any form.

1. **OBLIGATIONS OF THE PARTIES**
   1. **The Seller's Obligations:**
2. within five (5) Business Days after receipt of the Purchase Price and the completion of the Conditions Precedent to provide the Purchaser with the documents necessary for the re-registration of the participants of Tegis Munay LLP and Mangyshlak-Munay LLP.
3. properly perform its respective obligations under this Agreement.
4. **The Purchaser's Obligations:**
5. to meet the Conditions Precedent;
6. to pay the Purchase Price within the deadline established by the Agreement;
7. within ten (10) Business Days following the day of payment of the Purchase Price and the completion of the Conditions Precedent, to submit documents for re-registration of the participants of Tegis Munay LLP and Mangyshlak-Munay LLP to the justice authorities.
8. to receive a certificate of re-registration of Tegis Munay LLP and Mangyshlak-Munay LLP [*the words “and Mangyshlak-Munay LLP”* *shall be included as a party to the Agreement if the Purchaser is a sole legal entity or individual*] and provide it to the Seller within three (3) days;
9. to perform properly its respective obligations under this Agreement.
10. **CLOSING AND POST-CLOSING STEPS**
11. **Closing**

Closing of the transaction shall take place in accordance with this Agreement*.*

1. **Steps for Closing**
2. the Conditions Precedent shall have been met;
3. the Purchase Price shall have been paid by the Purchaser;
4. re-registration of Tegis Munay LLP [*the words “and Mangyshlak-Munay LLP” shall be included in this Clause if the Purchaser is a sole legal entity or individual*] and Mangyshlak-Munay LLP with the justice authorities in connection with the change of participants from the Seller to the Purchaser shall have been completed;
5. a certificate as to participants after fulfilment of the obligations set out in Clause 7.2.3 of this Agreement shall have been received.
6. **Steps to be Taken by the Parties Post-Closing**
7. The Purchaser shall fulfil and/or cause the fulfilment of the Particular Conditions Applicable to the Sale of the Participation Interest as set out in Clause 4.7.
8. **TERMINATION OF THE AGREEMENT**
9. This Agreement may be amended or terminated by a court decision on the grounds and in the manner established by the legislation of the Republic of Kazakhstan.
10. The Seller has the right to terminate the Agreement unilaterally at any time, if the Purchaser fails to fulfil obligations provided for in Clause 2.4 of this Agreement.
11. This Agreement shall be deemed terminated from the date established in a relevant notice given by the Seller, but not earlier than the date it is given to the Purchaser.
12. No unilateral refusal to perform the terms and conditions of this Agreement shall be permitted, except as otherwise provided for by this Agreement.
    1. The Seller has the right to repudiate the Agreement unilaterally at any time if the Closing does not take place due to the failure to comply with it within 60 calendar days from the date of the Agreement.
    2. In cases of termination of the Agreement for any reason, the Participation Interest shall be returned to the Seller within ten (10) calendar days from the date of termination of the Agreement.
13. **LIABILITY OF THE PARTIES**
14. For the failure to perform or improper performance of this Agreement, the Parties shall be liable in accordance with the legislation of the Republic of Kazakhstan and this Agreement.
15. In case of delay in payment of the Purchase Price or a part thereof, the Purchaser, at Seller's request, shall pay to the Seller a penalty in the amount of zero point one per cent (0.1%) of the Purchase Price for each day of delay.
16. In case of a breach of the Particular Conditions referred to in Schedule 1 to the Agreement, the Purchaser shall pay to the Seller a penalty in the amount of five per cent (5%) of the Purchase Price within 30 days from the date of the Samruk-Energy JSC' invoice.
17. In the event of failure to perform or improper performance of the Purchaser’s obligations in accordance with the Agreement, the Seller shall have the right to retain and appropriate the Guarantee Deposit. The Seller shall notify the Purchaser in writing of the retention of the Guarantee Deposit.
18. **LIMITATION OF LIABILITY**
19. **Force-Majeure**
20. If any of the Parties is prevented from fulfilling its obligations under this Agreement as a result of the occurrence of force majeure circumstances, such Party must notify the other Party of the onset of force-majeure circumstances not later than five (5) calendar days from the date of occurrence of such circumstances. In such a case, the period of performance of obligations under this Agreement shall be extended for a period in proportion to the time during which such circumstances lasted.
21. The fact of occurrence of force majeure circumstances must be evidenced by a document to be issued by the authorised bodies and/or organisations.
22. Force majeure circumstances include earthquakes, floods, hurricanes, fires and other natural disasters, technological disasters, epidemics, military actions, emergency situations, decisions of the state bodies and other circumstances that are beyond the reasonable control of the Parties and cannot be foreseen by the Parties acting reasonably and in good faith.
23. Under no circumstances shall force majeure circumstances include circumstances caused by intentional and/or guilty actions and/or inaction of the Parties, their employees and/or affiliates.
24. Where force majeure circumstances impede the fulfilment of obligations for two (2) consecutive months, the Parties shall start negotiations concerning amendment and/or modification of the terms of this Agreement or its termination by mutual agreement of the Parties.
25. **Limitation of the Purchaser's Liability**
26. Where the Seller has grounds to claim compensation for any losses, costs or expenses under the various provisions of this Agreement in respect of the same event, the Parties confirm their agreement and understanding that, upon compensation for such damages, costs or expenses, the Seller may not claim compensation from the Purchaser for the same event more than once, regardless of the fact that the grounds for claiming compensation for such losses, costs or expenses are based on more than one provision of this Agreement.
27. **Limitation of Seller's Liability**
28. The Seller's liability in respect of any claim or claims made by the Purchaser under this Agreement shall be limited to the extent of actual losses. The Seller shall not be liable for loss of production, loss of profits, loss of income or any other indirect, incidental or consequential losses of the Purchaser.
29. **MISCELLANEOUS**
30. **Costs**

Notwithstanding the fulfilment of obligations under this Agreement, and unless otherwise expressly provided in this Agreement, both the Purchaser and the Seller shall each pay their own costs and expenses, the cost of services, as well as the costs of their lawyers, evaluators, auditors and other service providers incurred in connection with the transactions contemplated by this Agreement. The Purchaser shall, at its own expense, pay for the expenses and services provided by third parties in connection with the transfer of title to the the Participation Interest.

1. **Applicable Law and Dispute Resolution**

This Agreement shall be governed and interpreted in accordance with the legislation of the Republic of Kazakhstan. All and any disputes, disagreements or claims which may arise out of or in connection with this Agreement, including its signing, execution, violation, termination or invalidation shall be submitted to the Specialised Inter-District Economic Court of Astana.

1. **Amendments and Modifications**

Amendments and/or modifications to this Agreement shall be made in the same form in which this Agreement is concluded and signed by duly authorised representatives of the Parties.

1. **Binding Effect**

All the terms and conditions of this Agreement shall be binding upon the Parties, as well as their respective successors. The Parties hereby acknowledge their common understanding that each of the Parties has entered into this Agreement in reliance upon the other Party's warranties and representations contained in the text of this Agreement.

1. **Assignment**

Neither Party may, without the prior written consent of the other Party, assign its rights and obligations under this Agreement, in whole or in part, to a third Person.

1. **Severability**

If any provision of this Agreement appears to be unenforceable or invalid under applicable law, such invalidity or unenforceability shall attach only to such provision, which shall cease to be in effect. The remaining provisions of this Agreement shall continue in full force and effect.

If any provision of this Agreement is determined to be invalid, the Parties shall use the best efforts, including signing any necessary amendments and/or modifications to this Agreement, in order to give effect to the initial agreements of the Parties under this Agreement to the fullest extent possible.

* 1. **Counterparts**

This Agreement is made and executed in three counterparts, each having equal legal force and effect, two counterparts being for the Seller and one counterpart for the Purchaser.

* 1. **Language**

This Agreement and any amendments or addenda hereto shall be in the Kazakh and Russian languages [*By agreement of the Parties, the Agreement may also be made in English*]. In the event of any inconsistencies in the Kazakh, Russian and English texts, the Russian language text will prevail.

* 1. **Confidentiality**

1. The Purchaser shall not disclose to any Person or use for any purposes, except for the performance of this Agreement, any information and/or documentation which concern the Seller and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP to be received or that has been received or obtained by the Purchaser in connection with its participation in the bidding and/or in connection with entering and/or performance of this Agreement.
2. The Seller shall not disclose to any Person the information marked by the Purchaser as confidential information that the Seller receives from the Purchaser with respect to the plans and/or activities of the latter in connection with entering and/or performance of this Agreement.
3. The provisions of Clauses 11.9.1 and 11.9.2 of this Agreement shall not apply in the following cases:
4. the relevant Party has given its prior express written approval,
5. it is required by applicable law, applicable accounting and reporting rules or by order of the court of appropriate jurisdiction or required by any competent authority;
6. information and/or documentation are disclosed to advisers of the relevant party;
7. it is expressly permitted by this Agreement.

11.9.4. The provisions of this Clause 11.9. shall not apply to any information if and to the extent:

1. the information is publicly available by the time of its use or disclosure;
2. the information becomes publicly available (other than by unauthorised disclosure or use); or
3. the information is provided to a Party by the Person who has lawfully received such information and who has the right to use or disclose such information to third Persons.
4. The Parties shall use all available endeavours in order to cause their respective advisers, accountants, consultants, employees, agents and representatives, subject to the provisions of this Agreement, to treat as confidential any information they received and not use such information for any purposes, other than for the performance of this Agreement.
5. Prior to the disclosure of any information, the Party concerned shall cause the conclusion of a confidentiality agreement with each of such Persons. Such a confidentiality agreement shall contain the terms and conditions similar to the relevant provisions of this Agreement.
6. In the event of termination of this Agreement, each Party shall return to the other Party all documentation containing information that was in its possession or under its control and which it received from the other Party.
7. The Purchaser agrees that the Seller has the right to disclose to Samruk-Kazyna JSC and its affiliated legal entities the information relating to the Agreement, including, but not limited to, information about the bank details and details of payment, by way of statements sent by the counterparty banks servicing the Seller to the information and analysis system of Samruk-Kazyna JSC through a secure data channel and using the required communication channel protocols.
   1. **Period of Confidentiality**

The obligations of the Parties to comply with the confidentiality provisions set forth in Clause 11.9 of this Agreement shall remain in force for 5 years after the termination of this Agreement.

* 1. **Entire Agreement**

This Agreement and schedules hereto constitute the entire agreement of the Parties hereto. All understandings of the parties, correspondence, protocols of the results of negotiations, whether oral or in writing, and any other documents signed by the parties with respect to the subject matter hereof and schedules hereto shall cease to be effective from the date of signature of this Agreement and schedules hereto.

The provisions of this Clause shall not apply to applications, requests, proposals, protocols and other documents drawn up during the course of the bidding and preparation therefor.

* 1. **Notices**

Any notice and other communication in connection with this Agreement shall be in writing in Kazakh and/or Russian, and (unless any other method of communication is required in writing or unless any other method is accepted by the receiving Party) are deemed valid and effective:

(i) at the time of delivery, if delivered by hand, including if delivered by airmail or expedited courier; or (ii) on the date of receipt which date is indicated in any notice of service, if delivered by any postal service, certified or registered with advice of delivery and prepaid postage expenses, addressed to the principal address of the recipient Party.

Any notice received after normal business hours at the place of delivery shall not be deemed delivered until the beginning of the next Business Day.

Unless otherwise indicated by a notice, any notice or communication hereunder shall be sent to the addresses set out in paragraph 11.14.

1. **Effective Term of the Agreement**

This Agreement shall take effect from the date of its signing and shall cease to be effective after full discharge by the Parties of all the obligations assumed by the Parties hereunder.

1. **Details of the Parties**

**11.14.1. The Seller:**

**Bank details for payment in KZT**

*Beneficiary:*

**Samruk-Energy JSC**

TRN

BIN

Kbe,

*Address of the beneficiary:*

010000, Astana,

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Account No. in KZT:*

KZ\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*BIC/SWIFT of the beneficiary bank:* \_\_\_\_\_\_\_\_\_\_\_ *Name of the beneficiary bank:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ JSC

1. **The Purchaser:**

*[Purchaser's bank details]*

**On behalf of the Purchaser** **On behalf of the Seller**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

*[Full name of the (representative)* *Purchaser]* *[Full name of the representative of the Seller]*

*[Tegis Munay LLP shall be included in the Details of the Agreement if the Purchaser is a sole legal entity or individual]*

**On behalf of Tegis Munay LLP**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

*[Full name (representative)]*

Schedule 1

to the Sale and Purchase Agreement as to 100 per cent Participation Interest

**Particular Conditions of the Sale of the Participation Interest**

**The Purchaser shall:**

1. without SE consent, not enter into transactions in relation to any part of the Participation Interest resulting in alienation, pledge, transfer of the management of the Participation Interest or loss of the management of the Participation Interest within twelve (12) months from the date of transfer of ownership of the Participation Interest. If a consent of SE has been obtained to any of the above transactions, such transactions must be concluded on the terms defined by SE;
2. to ensure that the core business of Tegis Munay LLP remains to be the organisation of companies for geological exploration, mining and processing of mineral resources, and that the core business of Mangyshlak-Munay LLP remains to be exploration and/or production of raw hydrocarbons on the Pridorozhnoye field within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser;
3. to ensure that jobs are preserved and not less than 2 (two) new jobs at Tegis Munay LLP and not less than 15 (fifteen) new jobs at Mangyshlak-Munay LLP are created within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser;
4. to ensure that the existing procedure and terms of use of the production and social infrastructure facilities on the Pridorozhnoye field are preserved within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser.

**On behalf of the Purchaser** **On behalf of the Seller**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

*[Full name of the (representative)* *Purchaser]* *[Full name of the representative of the Seller]*

**On behalf of Tegis Munay LLP**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

*[Full name (representative)]*

Schedule 2

to the Sale and Purchase Agreement as to \_\_ per cent Participation Interest

**Security Agreement to Ensure Compliance with Particular Conditions**

This security agreement to ensure compliance with particular conditions of acquisition of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP (including Mangyshlak-Munay LLP) (the “Security Agreement”) is made on [●] 201\_ between:

1. **Samruk-Energy Joint Stock Company,**

a legal entity established in accordance with the legislation of the Republic of Kazakhstan located at the address specified herein, represented by *[indicate the title] [indicate the name]*, acting by virtue of the [Charter](the “**Seller**”); and

1. **[*name of the Purchaser*],** a legal entity established in accordance with the legislation of [●] located at the address specified herein, represented by *[indicate the title] [indicate the name]*, acting by virtue of the [Charter](the “**Purchaser**”), and
2. **Tegis Munay Limited Liability Partnership,** a legal entity established in accordance with the legislation of the Republic of Kazakhstan located at the address specified herein, represented by *[indicate the title] [indicate the name]*, acting by virtue of the [Charter](the “**Tegis Munay LLP**”); and
3. **Mangyshlak-Munay** **Limited Liability Partnership,** a legal entity established in accordance with the legislation of the Republic of Kazakhstan located at the address specified herein, represented by *[indicate the title] [indicate the name]*, acting by virtue of the [Charter](the “**Mangyshlak-Munay LLP**”),

where the Purchaser, the Seller, Tegis Munay LLP and Mangyshlak-Munay LLP are hereinafter collectively referred to as the “**Parties**”, and separately as the “**Party**” or as defined above,

in pursuance of the Sale and Purchase Agreement as to 100 per cent Participation Interest in the charter capital of Tegis Munay LLP, dated [●] 201\_, concluded between the Purchaser, the Seller, Tegis Munay LLP and Mangyshlak-Munay LLP (the “**Sale and Purchase Agreement**”),

have agreed to enter into this Agreement as follows:

1. The purpose of this Security Agreement shall be to ensure the Purchaser’s compliance with the particular conditions of acquisition of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP (including Mangyshlak-Munay LLP) (the “Participation Interest”) set out in Schedule 1 to the Sale and Purchase Agreement (the “Particular Conditions”).
2. In view of the fact that certain Particular Conditions shall be fulfilled by Tegis Munay LLP and Mangyshlak-Munay LLP as separate legal entities (as parties to administrative, civil and labour relations) rather than by the Purchaser directly, the Purchaser agrees to cause compliance with the Particular Conditions of the Sale and Purchase Agreement both by Tegis Munay LLP and Mangyshlak-Munay LLP themselves and by their bodies (top managers) in accordance with the effective legislation and constituent documents of Tegis Munay LLP and Mangyshlak-Munay LLP within the period established for the compliance with the Particular Conditions.
3. The Purchaser, Tegis Munay LLP and Mangyshlak-Munay LLP hereby agree to strictly comply, and ensure the proper compliance with the Particular Conditions on the following basis:
4. to the extent that a certain Particular Condition implies an obligation to perform (do) certain actions, the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall perform (do) such actions;
5. to the extent that a certain Particular Condition implies an obligation to refrain from performing (doing) certain actions, the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall refrain from performing (doing) such actions;
6. to the extent that a certain Particular Condition implies an obligation to achieve a certain result, the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall achieve such a result;
7. to the extent that a certain Particular Condition implies an obligation to make every possible effort in performing (doing) any actions, the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall make all efforts which a similar entity acting reasonably and in good faith would make under such circumstances.
8. Without prejudice to existence or performance of their obligations, the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall notify the Seller of each and any event of non-compliance or improper compliance with any of the Particular Conditions, or of a risk of non-compliance or improper compliance with any of the Particular Conditions, within 3 business days from the occurrence of such event or risk.
9. The Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall take all possible and reasonable actions which may be necessary to prevent the onset of the above-mentioned circumstances, and where such actions cannot be objectively prevented – take actions required to cure the said circumstances as soon as practicable.
10. The Seller may require from the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP any information (including confidential), which is necessary to check the compliance with the Particular Conditions. The Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall provide such information to the Seller in writing within 5 days from the receipt of such a request.
11. The Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall report to the Seller (including on financial and technical issues) on an annual basis but not later than on the 1st of February of the year following the reporting year, which is necessary for the Seller to check the compliance with the Particular Conditions. The reporting procedure and the content of the reports shall be defined by the Seller in the corresponding letter addressed to the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP.
12. If the Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP fail to comply with the reporting procedure, period and content of the reports which are defined in clause 7 hereof, and also in case of inaccurate reporting, the Purchaser shall pay a penalty to the Seller at the rate of 0.0001% of the Purchase Price specified in the Sale and Purchase Agreement for each event of such non-compliance. Besides the said penalty, in case of the delayed reporting, the Purchaser shall pay a penalty to the Seller at the rate of 0.00001% of the Purchase Price specified in the Sale and Purchase Agreement for each day of delayed reporting.
13. The Purchaser warrants to the Seller that Tegis Munay LLP and Mangyshlak-Munay LLP will perform their obligations under this Security Agreement to Ensure Compliance with Particular Conditions of acquisition of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP (including Mangyshlak-Munay LLP).
14. The Purchaser and/or Tegis Munay LLP and/or Mangyshlak-Munay LLP shall not be held responsible for non-compliance or improper compliance with the Particular Conditions or non-performance or improper performance of any other obligations hereunder that resulted from the circumstances beyond their reasonable control including but not limited to acts of God, fire, epidemic, government sanction, war, riot, earthquake, hurricane and flood (the “**Force Majeure**”).

Under no circumstances, events (actions) caused by an act (failure to act) of the Parties, their employees and/or affiliates shall be recognised and considered as Force Majeure.

1. The Security Agreement shall come into force upon its signing by the authorised representatives of the Parties, and remains effective until the Parties properly perform all obligations undertaken hereunder.
2. Unilateral repudiation of the Agreement and/or any of the obligations undertaken hereunder by any of the Parties shall not be permitted.
3. The Security Agreement is made and signed in three counterparts in the Kazakh and Russian languages having an equal legal force, one being for each Party.
4. This Security Agreement shall be governed and construed in accordance with the legislation of the Republic of Kazakhstan. All and any disputes, disagreements or claims that may arise out of or in connection with this Security Agreement, including its signing, performance, violation, termination or invalidation shall be referred to the Specialized Inter-District Economic Court of Astana.
5. This Security Agreement shall be legally binding upon, and inure to the benefit of the Parties and their corresponding successors and permitted assigns.
6. Neither Party may assign or otherwise transfer its rights and obligations hereunder to a third party without a preliminary consent of other Parties.
7. If any provision or provisions of this Security Agreement shall become invalid, illegal, or unenforceable for any reason whatsoever, or by a court judgment, the remaining provisions of the Agreement shall continue in full force and effect.

If any provisions are determined to be invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to make changes and amendments to the Security Agreement in order to come to the initial agreements of the Parties under the Agreement to the fullest extent possible.

1. Bank details and signatures of the Parties:

**The Purchaser** **The Seller**

**Payments in KZT**

*Beneficiary:*

**Samruk-Energy JSC**

TRN \_\_\_\_\_\_\_\_\_\_\_\_\_

BIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kbe \_\_\_\_\_\_\_,

*Beneficiary’s address:*

Astana, 010000,

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

*KZT account:*

KZ\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*BIC/SWIFT of the beneficiary bank:*

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

*Name of the beneficiary bank:*

“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” JSC

**Company**

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

**seal**

**Tegis Munay LLP Mangyshlak-Munay LLP**

***Annex 4***

***to the Bidding Documentation***

**Bidding Application**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*the “Applicant”*) hereby declares its participation in the open two-phased bidding for the sale of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP (including Mangyshlak-Munay LLP) (*the “Bidding”*).

1. Having considered the published Invitation to Bid of August 2nd 2018 and reviewed the Unified Rules for the disposition, restructuring of assets of Sovereign Wealth Fund Samruk-Kazyna JSC and organisations more than fifty per cent of voting shares (Participation Interest) of which are directly or indirectly beneficially owned by Samruk-Kazyna JSC (*the “Rules”*),

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

*(full names of individuals or legal entities and full names of chief executive officers or their authorised representatives acting on the basis of power of attorney)*

would like to take part in the Bidding which will be held on August 24th 2018 at the address: 15A, Kabanbay batyr avenue, 010000, Astana, Republic of Kazakhstan.

2. The Applicant made a guarantee deposit (Security) in the amount of KZT\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (in figures) (in words) to take part in the Bidding to the account of Samruk-Energy JSC.

Account details\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment purpose code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

OKPO code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Payment document No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Payment document date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The Applicant hereby acknowledges its awareness of the fact that individuals or entities listed in the respective paragraph of the Rules and also those not in compliance with the requirements of the Bidding Documentation and Invitation to Bid shall not be registered as Bidders.

4. The Applicant hereby expresses its full and unconditional consent with the fact that if it is determined that the Applicant does not meet the requirements set to the Bidder, the Applicant shall be denied a right to participate in the Bidding, and shall acknowledge the invalidity of the protocol on the results of the Bidding and the corresponding Sale and Purchase Agreement signed by the Applicant (or on its behalf).

5. If the Applicant is declared a Successful Bidder, the Applicant hereby agrees to sign the protocol on the results of the Bidding on the day specified in the Bidding Documentation and sign the Sale and Purchase Agreement as to 100 per cent Participation Interest in the charter capital of Tegis Munay LLP being sold, within the period stipulated by the protocol on the results of the Bidding or the Bidding Documentation on the terms and conditions established in the course of the Bidding, by the Bidding Documentation, the Invitation to Bid, a draft Sale and Purchase Agreement as to 100 per cent Participation Interest in the charter capital of Tegis Munay LLP, and the Bid of the Applicant at the price and on the conditions offered by the Applicant or to which the Applicant agreed during the Bidding (directly or through its authorised representative).

6. The Applicant hereby expresses its full and unconditional consent with the fact that a guarantee deposit (Security) shall be placed with a full and unconditional consent to the fact that the deposited amount shall not be refunded and shall be retained by “Samruk-Energy” JSC in the following cases:

* in case of the refusal to take part in the Bidding upon the expiry of the period established for the submission of Bidding Applications;
* according to the decision of the Bidding Commission as stipulated by the Rules in case of a breach of the Rules or incompliance with the Bidding procedure and conditions, blocking and interfering with the Bidding, including but not limited to the following: (1) if the purchase price of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP stated in the preliminary proposal or the Bidding Application is less than the Initial Price; (2) if the Bidder submits its Bid in which the price of 100 per cent Participation Interest in the charter capital of Tegis Munay LLP is less than that offered by the same Bidder in the Bidding Application submitted to take part in the Bidding in the First Phase;
* if a Bid or a Bidding Application is not submitted within the established period;
* if the conditions of the submitted Bid or Bidding Application were deliberately not in compliance with the minimum requirements stipulated in the bid evaluation criteria specified in the Invitation to Bid, and notices sent according to the Bidding Documentation and provisions of the Rules in the course of the Bidding;
* in case of the refusal to sign the protocol on the results of the Bidding or the Sale and Purchase Agreement as to 100 per cent Participation Interest in the charter capital of Tegis Munay LLP within the established period;
* in case of the failure to fulfil or improper fulfilment of obligations under the Sale and Purchase Agreement as to 100 per cent Participation Interest in the charter capital of Tegis Munay LLP;
* in other cases, stipulated by the Rules.

“Samruk-Energy” JSC shall refund the guarantee deposit (Security) within three (3) business days from the date of sending of the official letter on refusal to be admitted to participate in the Second Phase of the Bidding by Samruk-Energy JSC as well as in other cases established in the Bidding Documentation.

7. This application represents a form of expression of the Applicant’s full and unconditional consent to take part in the Bidding on the conditions set out in the Bidding Documentation, the Rules and the Invitation to Bid of August 2nd 2018 published in \_\_\_\_\_\_\_\_\_\_\_\_.

8. The Applicant has reviewed all the conditions of the Bidding at the date of the submission of the Bidding Application, including but not limited to the conditions of the refund of the guarantee deposit (Security), and agrees to all the Bidding conditions set out in the Bidding Documentation, the Invitation to Bid and the Rules;

9. This application together with the protocol on the results of the Bidding shall have the legal force of the agreement effective until the Sale and Purchase Agreement is concluded.

For legal entity:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of the Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (fax) number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank details:

IIC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BIС\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kbe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex to the Application:

1)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For individual:

Full name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport details \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (fax) number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank details:  
IIC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BIС\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kbe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex to the Application:

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*(Signature) (Full name of the individual or name of the legal entity and full name of the Director or authorised representative of the legal entity, acting based on the power of attorney)*

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ 20 \_\_

*Seal*

***Annex 5***

***to the Bidding Documentation***

|  |  |
| --- | --- |
| *To:* | **Samruk-Energy JSC** |
| *From:* | *(full name of an individual or a legal entity, BIN/IIN, actual address or registered address, contact details: telephone, email)* |

For the purpose of participating in the Bidding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(full name of a legal entity or an individual)* would like to confirm its compliance with the Qualification Requirements set out in the Bidding Documentation which regulates the Bidding process and would also like to confirm that voting shares/participation interest in the charter capital of the Potential Bidder is not held by the Republic of Kazakhstan nor are they held, either directly or indirectly, by the Holding Company, in accordance with the Unified Rules for disposition, restructuring of assets of Sovereign Wealth Fund Samruk-Kazyna JSC.

1. Information concerning the entire shareholding/participation interest ownership structure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of a legal entity or an individual) (provide information with respect to shareholders/participants of the Potential Bidder and up to all other direct and indirect owners including the ultimate owner[[2]](#footnote-3)):*

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(specify the full name of shareholders/participation interest owners of the Potential Bidder, the number of shares/participation interests held by the owners respectively)*;
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(specify the full name of shareholders/participation interest owners of the shareholder/participant of the Potential Bidder, the number of shares/participation interest held by the owners respectively*
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(etc. up to the ultimate owner)*;

1. In support of the compliance with the Qualification Requirements, in accordance with clause 6.1 and 6.3 of the Bidding Documentation, \_\_\_\_\_\_\_\_ *(full name of a legal entity or an individual)* encloses the following documents to this letter:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(enclose and list documents specified in Article 6.1 and 6.3 of the Bidding Documentation)*.

*Full name of the chief executive officer authorised to sign this letter, or of an authorised representative (enclose a power of attorney), signature, date, seal (if any).*

***Annex 6***

***to the Bidding Documentation***

|  |  |
| --- | --- |
| *To:* | **Samruk-Energy JSC** |
| *From:* | *(full name of an individual or a legal entity, BIN/IIN, actual address or registered address, contact details: telephone, email)* |

**Bid**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter (collectively) referred to as the “Bidder”) hereby confirm(s) its participation in the Second Phase of the open two-phased bidding for the sale of 100 per cent participation interest in the charter capital of Tegis Munay LLP by Samruk-Energy JSC.

1. The Bidder offers to Samruk-Energy JSC to enter into a Sale and Purchase Agreement as to 100 per cent participation interest in the charter capital of Tegis Munay LLP. The purchase price of 100 per cent participation interest in the charter capital of Tegis Munay LLP as offered by the Bidder is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*in figures and words*) tenge.

The following documents are enclosed herewith:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(enclose and list the documents required by the Bidding Documentation)*

*Full name of the chief executive officer authorised to sign this Bid, or of an authorised representative (enclose a power of attorney), signature, date, seal (if any).*

***Annex 7***

***to the Bidding Documentation***

**General Data Room Policy Rules and the Asset Inspection Procedure**

1. **Access and active time**
   1. Any access to the Data Room will be open from the date of the publication of the Invitation to Bid up to\_\_\_ (hours) \_\_ (minutes) \_\_\_\_\_\_ 201\_\_ (the “*Data Room Active Time*”).
   2. In order to receive the right of access, Potential Bidders shall provide the following:
      1. A contact person being a coordinator of the Potential Bidder, including his/her last name, name, e-mail and telephone numbers;
      2. A list of all team members of the Potential Bidder which will inspect the Asset including their last names, names, e-mails and telephone numbers;
      3. To do actions set out in clause 2.1 of the Bidding Documentation.
   3. The right of access to the Data Room shall be granted only to those listed in clause 1.2 of this Annex 7 to the Bidding Documentation. The Data Room password/login propagation to third parties shall be strictly prohibited.
2. **Content of the Data Room** 
   1. Any additional information in the Data Room may be added during the Data Room Active Time. Any new information will be available to all users of the Data Room.
   2. The documents in the Data Room will be available in the Russian or English languages. Translation services for the documents in the Data Room shall not be provided.
3. **Confidentiality**
   1. The terms and conditions of the Confidentiality Agreement shall apply to all the information made available in the Data Room.
   2. Potential Bidders shall conclude a respective non-disclosure agreement with the parties who may have the information due to the Confidentiality Agreement, in relation to the information acquired as a result of the Asset inspection, on the conditions identical to those of the Confidentiality Agreement (Annex 1 to the Bidding Documentation).
4. **Questions/inquiries/requests**

One can ask questions and file requests for information (Q&A session) concerning the Asset upon signing of the Confidentiality Agreement up to August 21st 2018 (the “**Questions Period**”). Questions/inquiries/requests shall be submitted by one contact person being a coordinator indicated in clause 1.2 hereof. Questions received later than [\_:\_] Astana time will be considered on the following business day. All answers to received questions/inquiries/requests will be provided within [5] business days after the expiry of the Questions Period, i.e. not later than on August 24th 2018.

All questions shall meet the following requirements:

* 1. All questions/inquiries/requests shall be submitted to the Data Room in the English, Russian or Kazakh languages.
  2. All question from the coordinator of the Potential Bidder indicated in Clause 1.2.1 hereof shall be addressed to all the following contact persons:

The main contact person:

Oleg Kovalenko

Tel.: +7 (495) 937 44 77 Int. No: 14330

Mob.: +7 (915) 196 96 35

e-mail: olegkovalenko@kpmg.ru

Additional contact persons:

Anna Kireeva

Tel.: +7 (495) 937 44 77 int. No: 10048

Mob.: +7 (771) 800 32 31

e-mail: annakireeva@kpmg.ru

Darya Privalova

Tel..: +7 (495) 937 44 77 int. No: 12399

Mob.: +7 (777) 776 73 87

e-mail: dprivalova@kpmg.ru

* 1. All inquiries shall contain a clear and comprehendible question about the Asset.
  2. It is required to specify the priority of the question (High, Medium, or Low) in order to improve the request processing efficiency.
  3. Each question/inquiry/request shall have a note specifying the information check area (financial, legal, or tax area) to which they relate.
  4. Submitted questions shall contain a reference to the specific folder of the Data Room, the name and page of the relevant documents.
  5. In the absence of any information and possibility to answer the submitted question, the Potential Bidder shall be notified thereof.
  6. Total number of questions from one participant shall not exceed 5 questions per one business day. A possibility to ask additional questions shall be separately agreed upon with contact persons listed in clause 4.2 hereof.

1. **Responsibility of the Parties** 
   1. SE’s consultants shall not be responsible for the completeness and accuracy of the information provided in the Data Room for Potential Bidders.

***Annex 8***

***to the Bidding Documentation***

|  |  |
| --- | --- |
| *To:* | **Samruk-Energy JSC** |
| *From:* | *(full name of an individual or a legal entity, BIN/IIN, actual address or registered address, contact details: telephone, email)* |

**Preliminary Proposal**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Bidder”) hereby in accordance with Clause 5.2.4 of the Bidding Documentation submits its Preliminary Proposal for participation in the open two-phased bidding for the sale of 100 per cent participation interest in the charter capital of Tegis Munay LLP by Samruk-Energy JSC.

1. The Bidder expresses its intention to purchase 100 per cent participation interest in the charter capital of Tegis Munay LLP at a price equal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify* *the amount*) tenge (not less than the initial price according to the Bidding Documentation).

[*In case of purchasing of 100 per cent participation interest in the charter capital of Tegis Munay LLP by the consortium, it is necessary to indicate the participation interest acquired by each member of the consortium*]

1. The Bidder gives its full and unconditional consent to the conditions for the sale of the participation interest in the charter capital of Tegis Munay LLP specified in Section 8 of the Bidding Documentation.
2. To confirm compliance with the evaluation criteria for the Preliminary Proposal, including the minimum requirements to the evaluation of preliminary proposals, the Bidder accepts all the mandatory conditions applicable to the sale of 100 per cent participation interest in the charter capital of Tegis Munay LLP:

3.1 without SE consent, not to enter into transactions in relation to any part of 100 per cent participation interest in the charter capital of Tegis Munay LLP and 100 per cent participation interest in the charter capital of Mangyshlak-Munay LLP (the “Participation Interest”) resulting in alienation, pledge, transfer of the management of the Participation Interest or loss of the management of the Participation Interest within twelve (12) months from the date of transfer of ownership of the Participation Interest. In case Samruk-Energy JSC agrees with the above transactions, they must be concluded on the terms determined by Samruk-Energy JSC;

3.2 to ensure that the core business of Tegis Munay LLP remains to be the organisation of companies for geological exploration, mining and processing of mineral resources, and that the core business of Mangyshlak-Munay LLP remains to be exploration and/or production of raw hydrocarbons on the Pridorozhnoye field within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser;

3.3. to ensure that jobs are preserved and not less than 2 (two) new jobs at Tegis Munay LLP and not less than 15 (fifteen) new jobs at Mangyshlak-Munay LLP are created within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser;

3.4. to ensure that the existing procedure and terms of use of the production and social infrastructure facilities on the Pridorozhnoye field are preserved within twelve (12) months from the date of transfer of ownership of the Participation Interest from the Seller to the Purchaser.

*Full name of the chief executive officer authorised to sign this Preliminary Proposal, or of an authorised representative (enclose a power of attorney), signature, date, seal (if any)*.

1. Translator’s note: Kazakh language [↑](#footnote-ref-2)
2. Please provide information in relation to persons holding 20% and more of shares/participation interest of the Potential Bidder and each other company holding more than 50% of each of controlling owners. [↑](#footnote-ref-3)