|  |  |
| --- | --- |
|  | **SCHEDULE F – LOCAL CONTENT SPECIFIC PROVISIONS**1. **DEFINITIONS**
 |
|  | Without prejudice to definitions described in Schedule A and for the purposes of this Schedule F, the following definitions shall apply:**GOODS** – means goods, equipment, tools, materials, products and supplies of any kind or type supplied under this CONTRACT.**GOODS OF LOCAL ORIGIN –** means goods which have received a Certificate of Origin of Goods for internal reference confirming they are from sources in the Republic of Kazakhstan.**KAZAKHSTAN PRODUCER OF GOODS –** means citizens of the Republic of Kazakhstan and (or) legal entities set up in compliance with the legislation of the Republic of Kazakhstan, which produce GOODS OF LOCAL ORIGIN.**KAZAKHSTAN PRODUCER OF WORKS, SERVICES –** means citizens of the Republic of Kazakhstan and (or) legal entities set up in compliance with legislation of the Republic of Kazakhstan, where a minimum of ninety-five per cent (95%) of their overall headcount are Republic of Kazakhstan citizens.**KAZAKHSTAN SERVICES –** means SERVICES provided by KAZAKHSTAN PRODUCERS OF WORKS, SERVICES.**KAZAKHSTAN SUPPLIER** – means a KAZAKHSTAN PRODUCER OF GOODS; or a KAZAKHSTAN PRODUCER OF WORKS, SERVICES. **LOCAL CONTENT AUDIT –** means a documentary audit of the CONTRACTOR's activities with a visit to the place of business / production, related to the fulfilment of Local Content obligations under this CONTRACT. **LOCAL CONTENT COMMITMENT –** means LOCAL CONTENT STATEMENT as specified in Table 1, Article 3.1 and LOCAL CONTENT IN WORKFORCE as specified in Table 2, Article 3.2 below.**LOCAL CONTENT DEVELOPMENT PLAN –** means CONTRACTOR’s plan for increasing / maximizing Local Content in the performance of the CONTRACT.**LOCAL CONTENT IN GOODS –** means the value (percentage) of local materials and expenditures used and incurred by supplier of GOODS for processing of the GOODS inside the Republic of Kazakhstan, in the ultimate cost of the GOODS. (note: Local content in goods is specified in the certificate «CT-KZ»)**CT-KZ CERTIFICATE** (certificate of origin of goods) – means a document of a special form confirming that the country of origin of goods is Republic of Kazakhstan. **LOCAL CONTENT –** means any or all of the following defined terms as appropriate: Local Content in Goods, Local Content in Work (Service), or Local Content in Personnel.**LOCAL CONTENT IN PERSONNEL –** means the quantity of the Republic of Kazakhstan personnel as part of the overall headcount (percentage) involved in delivery of the CONTRACT with breakdown on each category of workers and office employees calculated in accordance with the Methods for Calculation of LOCAL CONTENT IN PERSONNEL or any other procedure approved by the Government of the Republic of Kazakhstan for calculation of LOCAL CONTENT IN PERSONNEL. **LOCAL CONTENT STATEMENT –** means CONTRACTOR’s aggregate commitment of LOCAL CONTENT IN GOODS and LOCAL CONTENT IN WORK (SERVICES) calculated in percentage to be achieved as a minimum target level of local content in the performance of the CONTRACT.**LOCAL CONTENT IN WORK (SERVICE)** – means an aggregate cumulative share of LOCAL CONTENT IN GOODS, used to carry out the WORK, in the CONTRACT value and (or) salary of workers - citizens of the Republic of Kazakhstan – in the employer’s labour compensation fund for the WORK (SERVICE) carried out under the agreement on execution of the WORK or on rendering of the SERVICE save for the cost of GOODS used in execution of the WORK, and in subcontracts’ price.**SERVICES**/**WORKS** – means the services and/or works of any kind or type provided under this CONTRACT. **UNIFIED METHODOLOGY** – means a Unified methodology for organisations to calculate LOCAL CONTENT in procurement of GOODS, WORKS and SERVICES or any other procedure approved by the Government of the Republic of Kazakhstan for calculation of LOCAL CONTENT in procured GOODS, WORKS and SERVICES. |
|  | **2. GENERAL PROVISIONS*** 1. CONTRACTOR shall comply with COMPANY’s local content requirements as stated in this Schedule F.
	2. In the performance of the CONTRACT, CONTRACTOR shall give preference to the procurement of GOODS OF LOCAL ORIGIN and KAZAKHSTAN SERVICES, where procurement from such sources is competitive in terms of price, efficiency, operating parameters, delivery terms and quality.
	3. CONTRACTOR shall identify type of SERVICES/WORKS to be provided by KAZAKHSTAN SUPPLIER, if such SERVICES/WORKS are intended to be subcontracted.
	4. CONTRACTOR shall include in its procurement and contracting activities, diligent market surveys to identify the maximum number of potential KAZAKHSTAN SUPPLIERS, which have all required technical capabilities as described in Schedule B with sufficient advance timing to pre-qualify and include any such providers in its tender process. Not being aware or not having knowledge of potential KAZAKHSTAN SUPPLIERS is not a justifiable reason for not complying with the requirements of this Schedule F.
	5. CONTRACTOR shall not artificially inflate, overstate or otherwise distort minimum pre-qualification criteria, project technical specifications, quality, availability, safety and other principal CONTRACT terms as an artificial means of justifying not using GOODS OF LOCAL ORIGIN and KAZAKHSTAN SERVICES.

2.6 CONTRACTOR shall ensure that all subcontracts include the relevant local content provisions; it means that subcontractors shall accept the same obligations for use of LOCAL GOODS and/or KAZAKHSTAN SERVICES including the obligations specified in Article 3.1 and 3.2 below. CONTRACTOR shall ensure the same responsibility for local content in subcontracts as CONTRACTOR accepted with regards to COMPANY in this CONTRACT. 2.7 During employment, CONTRACTOR shall give preference to citizens of the Republic of Kazakhstan. CONTRACTOR shall develop and implement a plan for local personnel development* 1. CONTRACTOR shall monitor the development of skilled local subcontractors’ personnel for maintenance and production / assembly of GOODS in the country.
 |
|  | **3. LOCAL CONTENT COMMITMENT** 3.1 As part of the CONTRACT performance, CONTRACTOR shall achieve targets indicated in LOCAL CONTENT STATEMENT, as presented in below Table 1 “LOCAL CONTENT STATEMENT”.Table 1 - LOCAL CONTENT STATEMENT

|  |  |  |
| --- | --- | --- |
| **№** | **LOCAL CONTENT** | **Overall targets for local content in %** |
|
| 3.1 | **Local Content Statement** *(to be filled in for all contracts for goods, works and services)* | % |
|  | **Split Target by CONTRACT years** | Year 1 | Year 2 | Year 3 | Year 4\* (optional extension) | Year 5\*(optional extension) |
| A | Share of LOCAL CONTENT IN SERVICES *(to be filled in if the contract for the provision of services)* | % | % | % | % | % |
| B | Share of LOCAL CONTENT IN GOODS*(to be filled in if the contract for the supply of goods)* | % | % | % | % | % |
| С | Share of LOCAL CONTENT IN WORK, including*(to be filled in if the contract for the provision of works)* | % | % | % | % | % |
| share of LOCAL CONTENT in SERIVCES  | % | % | % | % | % |
| share of LOCAL CONTENT in GOODS  | % | % | % | % | % |

 |
|  | 3.2 In addition, as part of the CONTRACT performance, CONTRACTOR shall ensure the required engagement of the Republic of Kazakhstan citizens as indicated in below Table 2 “LOCAL CONTENT IN WORKFORCE”.Table 2 - LOCAL CONTENT IN WORKFORCE

|  |  |  |
| --- | --- | --- |
| **№** | **Description** | **Indicator % Years** *(\*applicable to all CONTRACTs with duration over 12 (twelve) months)* |
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| a | Share of total number of Kazakhstan citizen employees out of total number of CONTRACTOR’s employees  |  |  |  |  |  |
| b | Kazakhstan citizen employees’ payroll in the total payroll of CONTRACTOR  |  |  |  |  |  |
| **№** | **Description** |  |
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| С | Number of new workplaces for local staff that will be created as part of the Contract performance |  |  |  |  |  |

3.3 The obligations specified in this Schedule F are the minimum COMPANY's requirements. CONTRACTOR shall make every effort to achieve the commitments given in Tables 1 and 2 above.3.4 CONTRACTOR shall immediately notify COMPANY if it fails or expects to fail commitments in the LOCAL CONTENT STATEMENT for any period and shall submit the Remedial action plan for COMPANY review and approval. 3.5 COMPANY reserves the right to monitor CONTRACTOR performance in respect to its commitments in LOCAL CONTENT STATEMENT and audit the information related to the fulfillment of Local Content obligations at any stage of the CONTRACT.  |
|  | **4. LOCAL CONTENT DEVELOPMENT PLAN** 4.1 Within 15 (fifteen) days from the CONTRACT EFFECTIVE DATE CONTRACTOR shall develop and submit the LOCAL CONTENT DEVELOPMENT PLAN for COMPANY’s review and approval.4.2 LOCAL CONTENT DEVELOPMENT PLAN shall clearly demonstrate how CONTRACTOR LOCAL CONTENT COMMITMENT specified in Section 3 above will be achieved and how the Local Content level will be increased as a result of the CONTRACT performance (e.g. support of the local service and manufacturing capabilities development, partnerships, capability development, technology transfer, localization of services or manufacturing, etc.).4.3 LOCAL CONTENT DEVELOPMENT PLAN shall include as a minimum the following key elements:1. Local Content Development Policy Statement;
2. Strategy for maximum involvement of KAZAKHSTAN SUPPLIERS as SUBCONTRACTORS;
3. National Personnel Training Plan;
4. Local Procurement Plan, i.e. of GOODS OF KAZAKHSTAN ORIGIN to be procured under the CONTRACT;
5. Local GOODS Production Development Plan;
6. Recommendations and technical solutions how to meet COMPANY technical standards for all the GOODS required under this CONTRACT that are currently available in the Republic of Kazakhstan, but not meeting technical requirements of the CONTRACT;
7. If CONTRACTOR is non-resident of the RoK, CONTRACTOR shall provide plan of state registration of a legal entity in the RoK and/or creation а partnership with KAZAKHSTAN SUPPLIER or KAZAKHSTAN PRODUCER and development of such legal entity/partnership including potential transfer of technologies.
	1. LOCAL CONTENT DEVELOPMENT PLAN shall include schedule and key milestones as well as the tools proposed by CONTRACTOR to be used to maintain or increase the Local Content and monitor the implementation of the plan.
	2. LOCAL CONTENT DEVELOPMENT PLAN will be an integral part of the CONTRACT. Therefore, CONTRACTOR shall ensure timely provision of all documentation specified in the LOCAL CONTENT DEVELOPMENT PLAN and undertakes to ensure that all key milestones are completed.
 |
|  | 1. **LOCAL CONTENT REPORTING AND MONITORING**

5.1 CONTRACTOR shall submit the Local Content Reports in respect to this CONTRACT to COMPANY DESIGNATED REPRESENTATIVE on a quarterly basis, not later than the 5th day of the month following the accounting period.5.2 CONTRACTOR shall calculate the Local Content in accordance with UNIFIED METHODOLOGY.5.3 CONTRACTOR shall provide the Certificate “CT-KZ” evidencing the LOCAL CONTENT IN GOODS. In case of failure to provide such Certificate for any GOODS, the LOCAL CONTENT IN GOODS for such GOODS shall be considered equal to zero per cent (0%).5.4 CONTRACTOR shall retain and maintain all the documentation and records in respect of LOCAL CONTENT under this CONTRACT, which can support and evidence information provided by CONTRACTOR in Local Content Reports.5.5 COMPANY has the right, within the entire duration of the CONTRACT, to verify any information related to LOCAL CONTENT STATEMENT and LOCAL CONTENT DEVELOPMENT PLAN as well as to conduct a LOCAL CONTENT AUDIT to determine the reliability and accuracy of the submitted Local Content Reports, the calculation methodology and the related information.5.6 No later than 10 (ten) calendar days from the date of receipt of COMPANY’s written request as part of the LOCAL CONTENT AUDIT, CONTRACTOR shall provide all necessary information and documents and all the necessary support to COMPANY including access to CONTRACTOR offices and facilities. |
|  | **6. LOCAL CONTENT PERFORMANCE**6.1 COMPANY will review CONTRACTOR Local Content performance based on CONTRACTOR quarterly Local Content Reports submitted in accordance with Article 5 against the annual LOCAL CONTENT STATEMENT specified in Article 3 above. * 1. If CONTRACTOR fails to achieve its LOCAL CONTENT COMMITMENT, COMPANY may request CONTRACTOR to develop a Remedial Action Plan and submit for COMPANY APPROVAL.
	2. In case CONTRACTOR fails to submit Remedial Action Plan or such Remedial Action Plan is rejected by COMPANY, such failure at COMPANY sole discretion may be deemed as breach of the CONTRACT.
	3. Notwithstanding the foregoing, APPROVAL of the Remedial Action Plan by COMPANY shall not relief CONTRACTOR from its contractual obligations to deliver LOCAL CONTENT COMMITMENT and shall be without prejudice to COMPANY rights under this CONTRACT.
	4. CONTRACT shall comply and ensure full compliance with requirement of this Schedule F. Any breach of this Schedule F requirements shall be considered by COMPANY as a material breach of the CONTRACT. In the event CONTRACTOR breaches any of the terms and conditions of this Schedule F, COMPANY, at its sole discretion reserves the right to take the following actions:
1. In case of the first breach of the contractual obligation - a Warning notice will be sent by COMPANY to CONTRACTOR with notification of violation of terms of the CONTRACT regarding the fulfilment of the local content obligations;
2. in case of the repeated breach of the contractual obligation - COMPANY reserves the right to suspend forthcoming payment under this CONTRACT until the breach is rectified (or in case of objective reasons until Remedial Action Plan is provided by CONTRACTOR, showing how the Local Content obligations will be met, for COMPANY APPROVAL).
3. In case of systematic breach of Local Content obligations, COMPANY reserves the right to terminate this CONTRACT/unilaterally refuse to perform the CONTRACT.
 |
|  | 1. **ATTACHMENTS:**
	1. CONTRACTOR’s LOCAL CONTENT DEVELOPMENT PLAN provided as part of the tender (if any)
	2. CONTRACTOR’s Report on purchased goods, works and services, as well as the amount of Local Content in them
	3. Number of CONTRACTOR’s employees
	4. Template for Local Content level estimation

**Attachment** **I)** CONTRACTOR’s LOCAL CONTENT DEVELOPMENT PLAN (as provided by CONTRACTOR) |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Attachment II) CONTRACTOR’s Report on purchased goods, works and services, as well as the amount of Local Content in them - Template****Report on purchased goods, works and services, as well as the amount of Local Content in them**Form of report

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Purchase code | Contract No | Purchase method | Contract Subject *(Procurement item code)* | Contract award date (dd.mm.yy.)  | Contract expiry date (dd.mm.yy.) | Total contract value, without VAT (thousand tenge) | Organizational and legal entity form of the supplier of GWS | Country of Residency | Goods, works, services supplier name  | BIN (IIN) of supplier | Address of physical / actual location of supplier | Code of GWS as per SCP |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|  - |  AP/X/XX/XXXX | 112  | 0 – if Goods1 – if Works2 – if Services  |   |   |   |   |  **398** (KZ) |   |   |   |   |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name and brief (additional) description of purchased GWS | Code for units of measure | Procurement scope in terms of volume | Actual procurement amount in terms of monetary value excluding VAT, thousand tenge |   Registration number of the State Registration Act of the Contract for carrying out of Subsoil Operations | Local goods manufacturer’s BIN/IIN, to whom the certificate "СТ-КZ" is issued | CT-KZ certificate No. | Date of CT-KZ certificate issue, dd.mm.yyyy | LOCAL CONTENT IN GOODS indicated in CT-KZ certificate, % | LOCAL CONTENT IN WORKS (SERVICES), % |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|   |   |   |   |  **381** |   |   |   |   |   |

CONTRACTOR shall calculate its Local Content performance according to the SINGLE METHODOLOGYCONTRACTOR (another person entitled by CONTRACTOR) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Full name, signature, stamp)Note: Clarification on abbreviations: GWS - Goods, works or services UPC – United Product Classifier VAT - Value-added Tax BIN - Business Identification Number IIN - Individual Identification Number Clarification on filling the form of report on purchased goods, works and services, as well as the amount of Local Content in them.The data in the form should be ***filled in for accounting period row-by-row and separately for*** each item of goods, works or services ***purchased on the terms of one CONTRACT*** in the following manner:* Column 1 specifies the purchase code assigned by the register of goods, works and services used in subsoil operations execution. This column is not filled by legal entities that have the right to use subsoil, fifty or more percent of voting shares (stakes in the authorized capital stock) of which are directly or indirectly owned by the national managing holding company (hereinafter - the Fund);
* Column 2 specifies the contract number within the frames of which the goods, work or service are purchased;
* Column 3 the method of purchasing goods, work or services is indicated:
1. subsoil users purchasing goods, works and services in accordance with the Code  of the Republic of Kazakhstan (hereafter - RoK) dated December 27, 2017 "On Subsoil and Subsoil Use" (hereinafter - the Code), according to Table 1 of the Appendix to the report form on purchased goods, works and services, and the amount of Local Content in them;
2. by legal entities with subsoil use rights, fifty or more percent of the voting shares (participation interests in the authorized capital) of which are directly or indirectly owned by the Fund, according to Table 2  of the Appendix to the form of the report on purchased goods, works and services, and the amount of Local Content in them;
* Column 4 the subject of procurement code is indicated in accordance with Table 3 of the Appendix to the report form on the purchased goods, works and services, as well as the amount of Local Content in them;
* Column 5 the date of the contract conclusion (date, month, year) is indicated;
* Column 6 the contract expiration date (date, month, year) is indicated;
* Column 7 specifies the total amount of the contract without taking into account the value-added tax, in thousands of tenge (fractional number with two decimal places);
* Column 8 indicates the business legal structure of the supplier of goods, work or services in accordance with Classifier of Business Organizational and Legal Forms. The column shall not be filled in if the supplier is not a resident of the RoK;
* Column 9 indicates the country of the supplier of goods, work and services in accordance with the Interstate Classification of Countries. If the supplier is a resident of the RoK, the code of the RoK is indicated;
* The name of the supplier shall be indicated in column 10. If the supplier of goods, work or services is a resident of the RoK, the name is indicated in accordance with the certificate of registration of a legal entity (for legal entities) and in accordance with the certificate of registration of an individual entrepreneur (for individuals);
* Column 11 indicates the business identification number / individual identification number of the supplier of the goods, work or service. The column is not filled in if the supplier of the goods, work or service is not a resident of the RoK;
* Column 12 indicates the address of the actual location of the supplier of the goods, work or service: city, street, building, office;
* Column 13 indicates the code of goods, work or services in accordance with the Model statistical classifier of products (goods and services) at the level of 10 symbols purchased under this contract;
* Column 14 indicates the name and brief (additional) description of the purchased goods, work or services (technical conditions, properties and characteristics);
* Column 15 indicates the unit of measurement of the goods in accordance with the Interstate Classifier of Units of Measure and Count. The column shall not be filled in for works, services;
* Column 16 indicates the volume of procurement in physical terms in accordance with the specified unit of measurement of the goods. The column shall not be filled in for works and services;
* Column 17 indicates the actual volume of procurement in value terms, excluding value added tax, in thousands of tenge (fractional number with two decimal places);
* Column 18 indicates the number of the subsoil use contract:
1. subsoil users, whose subsoil use contract is concluded prior to the implementation of Subsoil and Subsoil Use Code of the RoK dated December 27, 2017 (hereinafter - the Code), indicate the registration number of the act of subsoil use contract state registration;
2. subsoil users, which subsoil use contract is concluded since the Code introduction into effect, indicate the number of the subsoil use contract;
* Column 19 indicates the business identification number / individual identification number of the manufacturer of the goods to which the certificate of origin of the goods "CT-KZ" was issued. The column is to be filled in for local goods;
* Column 20 specifies the certificate number of the origin of the goods "CT-KZ". The column is to be filled in for local goods;
* Column 21 the date of issue of the certificate of origin of the goods "CT-KZ" is indicated. The column is to be filled in for local goods;
* Column 22 indicates the LOCAL CONTENT IN THE GOODS indicated in percentage in the certificate of origin of the goods of "CT-KZ". The column is to be filled in for local goods;
* Column 23 indicates the LOCAL CONTENT IN THE WORK (SERVICE) in percentage (up to two decimal places) in accordance with the Unified methodology of Local Content calculation in the procurement of goods, works and services approved by the authority in the field of state support of industrial innovation activity in accordance with clause 2 of Article 28 of the Code, taking into account all levels of subcontracting, as well as all goods purchased for this work (service) performance.

Table 1

|  |  |
| --- | --- |
| Procurement Method Code | Description |
| 101 | Open tender |
| 103 | Single source procurement |
| 104 | On commodity exchanges |
| 105 | Dutch auction (electronic bidding) |
| 112 | Without using methods \* |

Table 2

|  |  |
| --- | --- |
| Procurement Method Code | Description |
| 201 | Open tender |
| 209 | Closed tender |
| 210 | Two-stage open tender |
| 211 | Two-stage closed tender |
| 202 | Request for quotations |
| 203 | Single source procurement |
| 208 | On centralized electricity trading |
| 204 | Through commodity exchanges |
| 212 | Without applying regulations of the Fund Rules \* |

Table 3

|  |  |
| --- | --- |
| Procurement Method Code | Description |
| 0 | Goods |
| 1 | Works |
| 2 | Service |

 | **Приложение II) Отчет Подрядчика о закупленных товарах, работах и услугах, а также об объеме местного содержания в них- образец****Отчет о приобретенных товарах, работах и услугах, а также объеме местного содержания в них**Форма отчета

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Код закупки | № контракта | Способ закупки | Предмет договора *(Код предмета закупа)* | Дата заключения договора (день, месяц, год)  | Дата окончания действия договора (день, месяц, год) | Общая сумма договора без учета НДС, тысяч тенге | Организационно-правовая форма поставщика ТРУ | Страна поставщика ТРУ  | Наименование поставщика ТРУ  | БИН (ИИН) поставщика  | Адрес фактического местонахождения поставщика  | Код ТРУ по СКП  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|  ­ |  AP/X/XX/XXXX | 112  | 0 – если Товары1 – если Работы2 – если Услуги  |   |   |   |   |  **398** (РК) |   |   |   |   |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Наименование и краткое (дополнительное) описание приобретенных товаров, работ и услуг | Единица измерения | Объем закупа в натуральном выражении  | Фактический объем закупа без учета НДС в стоимостном выражении, тысяч тенге  |   Регистрационный номер акта государственной регистрации контракта на проведение операций по недропользованию; | БИН/ИИН производителя товара, которому выдан сертификат «СТ-КZ»  | № сертификата CT-KZ | Дата выдачи сертификата «СТ-КZ», (день, месяц, год)  | Местное содержание в товаре, указанное в сертификате СТ-KZ, %  | МЕСТНОЕ СОДЕРЖАНИЕ В РАБОТЕ (УСЛУГЕ)  |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|   |   |   |   |  **381** |   |   |   |   |   |

ПОДРЯДЧИК производит расчет показателей по местному содержанию в соответствии с ЕДИНОЙ МЕТОДИКОЙПОДРЯДЧИК. (иное уполномоченное ПОДРЯДЧИКОМ лицо)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   (Ф.И.О., подпись, печать)Примечание: расшифровка аббревиатур: ТРУ - товары, работы или услуги СКП - статистический классификатор продукции НДС - налог на добавленную стоимость БИН - бизнес идентификационный номер ИИН - индивидуальный идентификационный номер Пояснение по заполнению формы отчета о приобретенных товарах, работах и услугах, а также объеме местного содержания в них:Заполнение информации ***осуществляется за отчетный период построчно, отдельно по*** каждому ТОВАРУ, РАБОТЕ ИЛИ УСЛУГЕ, ***приобретенным в рамках одного КОНТРАКТА*** в следующем порядке:* В графе 1 указывается код закупки, присвоенный реестром товаров, работ и услуг, используемых при проведении операций по недропользованию. Данная графа не заполняется юридическими лицами, обладающими правом недропользования, пятьдесят и более процентов голосующих акций (долей участия в уставном капитале) которых прямо или косвенно принадлежат национальному управляющему холдингу (далее – Фонд);
* Графа 2 – указывается номер контракта, в рамках которого закуплен товар, работа или услуга;
* Графа 3 – указывается способ закупки товара, работы или услуги:
1. недропользователями, приобретающими товары, работы и услуги в соответствии с Кодексом Республики Казахстан от 27 декабря 2017 года «О недрах и недропользовании» (далее – Кодекс), согласно таблице 1 Приложения 3 к форме отчета о приобретенных товарах, работах и услугах, а также объеме Местного содержания в них;
2. юридическими лицами, обладающими правом недропользования, пятьдесят и более процентов голосующих акций (долей участия в уставном капитале) которых прямо или косвенно принадлежат Фонду, согласно Таблице 2 Приложения к форме отчета о приобретенных товарах, работах и услугах, а также объеме Местного содержания в них;
* Графа 4 – указывается код предмета закупа согласно Таблице 3 Приложения к форме отчета о приобретенных товарах, работах и услугах, а также объеме Местного содержания в них;
* Графа 5 – указывается дата заключения контракта (дата, месяц, год);
* Графа 6 – указывается дата окончания срока действия контракта (дата, месяц, год);
* Графа 7 – указывается общая сумма контракта без учета налога на добавленную стоимость, в тысячах тенге (дробное число с сотыми долями);
* Графа 8 – указывается организационно-правовая форма поставщика товара, работы или услуги в соответствии с Классификатором организационно-правовых форм хозяйствования.  Графа не заполняется в случае, если поставщик не является резидентом РК;
* Графа 9 – указывается страна поставщика товара, работы и услуги в соответствии с Межгосударственным классификатором стран. В случае если поставщик является резидентом РК, указывается код РК;
* Графа 10 – указывается наименование поставщика. В случае если поставщик товара, работы или услуги является резидентом РК, наименование указывается в соответствии со справкой о регистрации юридического лица (для юридических лиц) и в соответствии со свидетельством о регистрации индивидуального предпринимателя (для физических лиц);
* Графа 11 – указывается бизнес-идентификационный номер/индивидуальный идентификационный номер поставщика товара, работы или услуги. Графа не заполняется в случае, если поставщик товара, работы или услуги не является резидентом РК;
* Графа 12 – указывается адрес фактического местонахождения поставщика товара, работы или услуги: город, улица, здание, офис;
* Графа 13 – указывается код товара, работы или услуги в соответствии с Модельным статистическим классификатором продукции (товаров и услуг) на уровне 10 символов, закупаемого в рамках данного договора;
* Графа 14 – указывается наименование и краткое (дополнительное) описание приобретенного товара, работы или услуги (технические условия, свойства и характеристики);
* Графа 15 – указывается единица измерения товара в соответствии с Межгосударственным классификатором единиц измерения и счёта.  Графа не заполняется в отношении работ и услуг;
* Графа 16 – указывается объем закупа в натуральном выражении в соответствии с указанной единицей измерения товара. Графа не заполняется по работам и услугам;
* Графа 17 – указывается фактический объем закупа в стоимостном выражении без учета налога на добавленную стоимость, в тысячах тенге (дробное число с сотыми долями);
* Графа 18 – указывается номер контракта на недропользование:
1. недропользователями, контракт на недропользование которых заключен до введения в действие Кодекса Республики Казахстан от 27 декабря 2017 года «О недрах и недропользовании» (далее – Кодекс), указывается регистрационный номер акта государственной регистрации контракта на недропользование;
2. недропользователями, контракт на недропользование которых заключен со дня введения Кодекса в действие, указывается номер контракта на недропользование;
* Графа 19 – указывается бизнес-идентификационный номер/индивидуальный идентификационный номер производителя товара, которому выдан сертификат о происхождении товара формы «CT-KZ».  Графа подлежит заполнению для товаров местного происхождения;
* Графа 20 – указывается номер сертификата о происхождении товара формы «CT-KZ».  Графа подлежит заполнению для товаров местного происхождения;
* Графа 21 – указывается дата выдачи сертификата о происхождении товара формы «CT-KZ».  Графа подлежит заполнению для товаров местного происхождения;
* Графа 22 – указывается местное содержание в товаре, указанное в сертификате о происхождении товара формы «СТ-KZ», в процентах.  Графа подлежит заполнению для товаров местного происхождения;
* Графа 23 – указывается местное содержание в работе (услуге), в процентах (до сотых долей) в соответствии с Единой методикой расчета местного содержания при закупке товаров, работ и услуг, утверждаемой уполномоченным органом в области государственной поддержки индустриально-инновационной деятельности в соответствии c пунктом 2 статьи 28 Кодекса, с учетом всех уровней субподряда, а также всех товаров, приобретенных для выполнения данной работы (услуги).

Таблица 1

|  |  |
| --- | --- |
| Код способа закупа  | Наименование |
| 101 | Открытый конкурс  |
| 103 | Проведение закупок на бесконкурсной основе  |
| 104 | На товарных биржах  |
| 105 | Открытый конкурс на понижение (электронные торги) |
| 112 | Без применения способов\*  |

Таблица 2

|  |  |
| --- | --- |
| Код способа закупа  | Наименование |
| 201 | Открытый конкурс  |
| 209 | Закрытый конкурс  |
| 210 | Двухэтапный открытый конкурс  |
| 211 | Двухэтапный закрытый конкурс |
| 202 | Запрос на ценовое предложение  |
| 203 | Проведение закупок на бесконкурсной основе |
| 208 | О централизованной торговле электрической энергией  |
| 204 | Через товарные биржи  |
| 212 | Без применения положений Правил Фонда \* . |

Таблица 3

|  |  |
| --- | --- |
| Код способа закупа | Наименование |
| 0 | Товары |
| 1 | Работы |
| 2" | Услуга |

 |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Attachment III)** Number of CONTRACTOR’s employees – Report TemplateCompany name;COMPANY CONTRACT reference: Table 4

|  |
| --- |
| **Number of Contractor's employees (total by legal entity)** |
| **Total number of employees total by legal entity)** | **Number of employees - Republic of Kazakhstan citizens (total by legal entity)** |
| Please insert | Please insert |

 | **Приложение III)** Форма отчета по численности сотрудников ПОДРЯДЧИКАНаименование компании:Номер КОНТРАКТА КОМПАНИИ:  Таблица 4

|  |
| --- |
| **Численность сотрудников Подрядчика (всего по юр. лицу)** |
| **Общая численность сотрудников (всего по юр. лицу)** | **Численность сотрудников - граждан Республики Казахстан (всего по юр. лицу)** |
| Указать  | Указать |

 |