

БҰЙРЫҚ**ПРИКАЗ**

«16» 03 2017 г.

№ 38/1-02

О закупке юридических услуг

В соответствии с подпунктом 2) пункта 137 Правил закупок товаров, работ и услуг АО «Фонд национального благосостояния «Самрук-Қазына» и организациями, пятьдесят и более процентов голосующих акций (долей участия) которых прямо или косвенно принадлежат АО «Самрук-Қазына» на праве собственности или доверительного управления, утвержденных решением Совета директоров АО «Самрук-Қазына» от 28 января 2016 года, протокол №126, **ПРИКАЗЫВАЮ:**

1. Осуществить закупку юридических услуг у «Law Debenture Corporate Services Limited» на общую сумму, не превышающую 500 000,00 (пятьсот тысяч) тенге, без учета НДС, способом из одного источника.
2. Данный приказ является основанием для заключения договора с «Law Debenture Corporate Services Limited».
3. Департаменту взаимодействия с государственными органами, финансовыми институтами и международными инвесторами, заключить договор с вышеуказанным поставщиком в срок не позднее 25 (двадцати пяти) календарных дней, с даты подписания настоящего приказа.
4. Контроль за исполнением настоящего приказа возложить на Департамент закупок.
5. Настоящий приказ вступает в силу со дня подписания.

Заместитель Председателя Правления

**К. Мыншалов**

**Заявка на планируемый закуп
способом из одного источника**

Инициатор закупок: Департамент взаимодействия с государственными органами,
финансовыми институтами и международными инвесторами

№	Наименование товаров, работ и услуг	Краткая характеристика (тип, марка, размер)	ГОСТ, ОСТ, ТУ	Ед. изм.	Кол-во всего
1	Департамент взаимодействия с государственными органами, финансовыми институтами и международными инвесторами	Услуги юридические	-	Услуга	1

Сроки проведения закупок: март 2017 года (в соответствии с планом закупок).

Сумма, выделенная для закупок: 500 000,00 (пятьсот тысяч) тенге, без учета НДС (в соответствии с планом закупок).

Место поставки товаров/выполнения работ/оказания услуг:

г. Атырау, ул. Доссорская, 5

Приложение: 1) письмо Компании «Law Debenture Corporate Services Limited» №17/03/377 на 6 листах;

2) инвойс № SP/17/03/377 от 15.03.17г.

Руководитель Инициатора закупок _____

Курирующий руководитель _____  **Мыншалов К.Х.**

Исп.: _____  **Базылбекова Г.С.**

Law Debenture

Law Debenture Corporate Services Limited
Fifth Floor
100 Wood Street
London EC2V 7EX
Telephone: +44 (0)20 7606 5451
Fax: +44 (0)20 7606 0643
Email: SOP@lawdeb.com

Kazakhstan Petrochemical Industries Inc
Limited Liability Partnership
Karabatano district
The territory of special economic zone
Industrial Petrochem
Atyrau
060000
Kazakhstan

Invoice No SP/17/03/377
Customer No SPKA70896
Date (Tax Point) 15/03/2017
Contact sop@lawdeb.com
Trust Code 197953

Code	Description	Charges	VAT %	VAT
	Single fee for acting as English process agent in respect of: Onshore and PRC Agreement, Facility Agreement, Amendment Agreement to the Facility Agreement & other related agreements dated March 2017 - China Development Bank Corporation & others	£820.00	0.00	£0.00
Client Tax Reference: 711191501TOO Subject to reverse charge in the country of receipt. Payment is due by 14/04/2017 Please quote Invoice No. SP/17/03/377 when making payment We accept most major credit/debit cards. Simply telephone +44 20 7696 5213, or fax +44 20 7606 0643, with your details.				
<u>Bank Details</u> HSBC plc, 60 Queen Victoria Street London, EC4N 4TR				
Account Name: Law Debenture Corporate Services Limited		Subtotal		£820.00
Account Number: 24057821		VAT 0.00 %		£0.00
Sort Code: 40-05-30				
IBAN No. GB89MIDL40053024057821		Amount Due		£820.00
IBAN BIC / SWIFT No. MIDLGB22				

VAT Registration No. GB 244 0063 05

Registered in England No.3388362 at the above address

Law Debenture

Law Debenture Corporate Services Limited
Fifth Floor
100 Wood Street
London EC2V 7EX
Tel: +44 (0)20 7606 5451
Fax: +44 (0)20 7606 0643
Email: sop@lawdeb.com
Web: www.lawdeb.com

Appointment of Process Agent

By completing the information requested in paragraphs 1 to 7 below and signing where indicated, you appoint Law Debenture Corporate Services Limited as your agent for the service of proceedings issued out of the Courts of England in respect of each of the Agreements specified in paragraph 6 below. You also confirm your acceptance of the Law Debenture Corporate Services Limited Standard Terms and Conditions (Edition 2017/1) which will apply to this appointment.

This appointment will be effective only when a duly authorised signatory of Law Debenture Corporate Services Limited has countersigned where indicated below.

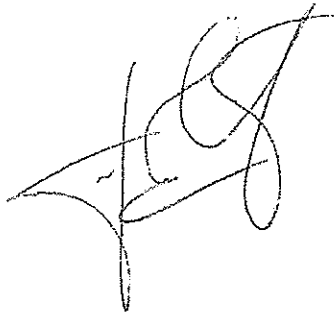
You must inform Law Debenture Corporate Services Limited immediately of any changes to the information in paragraphs 1 to 5 below, quoting this reference number:

171081377

1. **Full name:**
*(if a company, please give full corporate name;
if an individual, please underline surname)*
"KAZAKHSTAN PETROCHEMICAL INDUSTRIES
INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ
ИНДАСТРИЗ ИНК.) LIMITED LIABILITY
PARTNERSHIP
- EU VAT Registration Number:**
(if applicable) N/A
- Company Registration Number:** 711-1915-01-TOO
2. **Address:** 060000, Kazakhsan, Atyrau region, Atyrau city, Karabatano district, the
territory of special economic zone "Industrial Petrochemical
Technological Park"
3. **Name and/or title of person to
whom notices should be
addressed:** Gabit Zakariya, Chair of the Board
4. **E-mail address and/ or
fax number for notices:**
(include country code) Gabit.zakariya@kpi.kz; Dinara.shakhmetova@kpi.kz;
reception@kpi.kz
5. **Telephone number of person to
whom notices should be
addressed:**
(include country code) +7 7172 79 05 91
6. **Agreements:**
*(specify name of Agreement, principal parties
and date or proposed date for each -
continue on a separate sheet if necessary)* In attachment
7. **Appointment Termination Date:** 31st December 2017 with annual prolongation till
2036 as notified to Law Debenture Corporate
Services Limited

Law Debenture

Signed:



Date:

Where appropriate, duly authorised for and on behalf of the company named in paragraph 1 above.

Countersigned:



Date: 15th March 2017

*Duly authorised for and on behalf of
Law Debenture Corporate Services Limited.*

17/03/377

List of agreements

Document name	Parties	Date
Onshore and PRC accounts agreement	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as Borrower</p> <p>CHINA DEVELOPMENT BANK CORPORATION as Facility Agent</p> <p>INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ALMATY) JSC as Onshore Account Bank</p> <p>and CHINA DEVELOPMENT BANK CORPORATION</p>	March 2017
Facility agreement	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as Borrower</p> <p>CHINA DEVELOPMENT BANK CORPORATION as Facility Agent</p> <p>CHINA DEVELOPMENT BANK CORPORATION XINJIANG BRANCH as Offshore Security Agent</p> <p>CHINA DEVELOPMENT BANK CORPORATION XINJIANG BRANCH as Onshore Security Agent</p> <p>CHINA DEVELOPMENT BANK CORPORATION as Original Lender arranged by CHINA DEVELOPMENT BANK CORPORATION as Mandated Lead Arranger</p>	2 September 2016
Amendment Agreement to the	"KAZAKHSTAN PETROCHEMICAL	March 2017

Facility agreement	<p>INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as Borrower</p> <p>CHINA DEVELOPMENT BANK CORPORATION as Facility Agent</p> <p>INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ALMATY) JSC as Onshore Account Bank</p> <p>and CHINA DEVELOPMENT BANK CORPORATION</p>	
Agreed Insurances Schedule	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Borrower</p> <p>CHINA DEVELOPMENT BANK CORPORATION as the Facility Agent</p>	March 2017
Offshore Security Agreement	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Chargor</p> <p>CHINA DEVELOPMENT BANK CORPORATION XINJIANG BRANCH as Offshore Security Agent</p>	March 2017
EPC Tripartite Agreement	<p>China Development Bank Corporation as the Facility Agent.</p> <p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Company</p> <p>CHINA NATIONAL CHEMICAL</p>	March 2017

	ENGINEERING CO. LTD., as Contractor	
Offtaker Tripartite Agreement	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Seller</p> <p>Vinmar International, Ltd. the Buyer China Development Bank Corporation as Offshore Security Agent</p> <p>China Development Bank Corporation as the Facility Agent</p>	March 2017
Feedstock Supply Consent and Acknowledgement Agreement	<p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Buyer</p> <p>Tengizchevroil LLP as the Seller</p> <p>China Development Bank, Xinjiang Branch as the Offshore Security Agent</p>	March 2017
Front End Fee Letter / Onshore Account Bank Fee Letter	<p>INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ALMATY) JSC as Onshore Account Bank</p> <p>"KAZAKHSTAN PETROCHEMICAL INDUSTRIES INC." (КАЗАХСТАН ПЕТРОКЕМИКАЛ ИНДАСТРИЗ ИНК.) LIMITED LIABILITY PARTNERSHIP as the Borrower</p>	March 2017

17/03/377

Law Debenture

Standard Terms and Conditions

Edition 2017/1

1. In these Terms and Conditions, references to "we", "us" and "our" are to Law Debenture Corporate Services Limited and references to "you" and "your" are to the appointor.
2. We will accept on your behalf service of proceedings issued out of the Courts of England in relation to any of the Agreements (the "Agreements") specified in paragraph 6 of the document "Appointment of Process Agent" (the "Appointment Letter"). As soon as reasonably practicable after such service, we will notify you thereof by e-mail or fax, which notice will include a copy of the Claim Form and Particulars of Claim (or equivalent documents) but will exclude any appendices or attachments thereto and any other documents served on us. The originals of all documents served on us which are relevant to such proceedings will be dealt with in accordance with 3 below.
3. As soon as reasonably practicable after receipt of any documents relevant to the proceedings, we will notify you of their receipt and request your instructions as to the transmission thereof. If you do not wish to receive the originals then we will retain them for a period of six years after the appointment ceases. The costs of transmission will be for your account and we shall be entitled to retain the relevant documents until we have received your instructions and you have put us in funds to cover such costs.
4. You will notify us in writing (quoting the reference number specified in the Appointment Letter) of any change to the information in paragraphs 1 to 5 of the Appointment Letter. We shall send the notices referred to in 2 and 3 above only to the e-mail address or fax number and person specified in paragraphs 3 and 4 of the Appointment Letter, as amended by any notice of changes to such information which is actually received by us.
5. If communications between you and us are disrupted so that we are unable to communicate with you as set out in 4 above, we will use our reasonable endeavours to communicate with you by whatever means may seem appropriate to us. We shall in any event have no responsibility to ensure actual receipt by you or your agent of any communication or document.
6. Our appointment shall cease on the Termination Date specified in paragraph 7 of the Appointment Letter unless you and we have agreed an extension. Any such extension may be agreed orally and evidenced by the issue by us of an invoice specifying the extension period. It is your obligation to establish and maintain an appointment for the provision of a service of process agent in accordance with whatever terms exist within the agreement(s) specified in clause 6. in the appointment letter.
7. In addition to the fee set out in our invoice, you will pay all expenses incurred by us in carrying out our duties as your agent. If you fail to pay the full amount of any invoice relating to the appointment within 30 days of its issue, we shall be entitled to terminate the appointment by notice to you given at any time after such failure unless it has been remedied. We will charge a cancellation fee to recover our costs should you notify us that the appointment should be cancelled (for any reason whatsoever). All payments shall be made without deduction for any taxes or other duties, but if you are required by law to make any such deduction, you will pay such additional amounts as will ensure that we actually receive, net of any deductions, the amount due to us.
8. We will, if requested by both you and any other party to the Agreements, give to that party a confirmation, in form and substance acceptable to us, that you have appointed us as your agent. A further fee will be payable if we are requested to give such a confirmation to more than one other party.
9. You will have no right of action against us in respect of any failure to perform any of our duties hereunder unless such failure is due to our negligence or wilful default. You will indemnify us against all liabilities, claims, costs and expenses arising in any way out of our appointment unless such liabilities, claims, costs or expenses are incurred because of our negligence or wilful default.
10. The Appointment Letter, together with these Terms and Conditions, all of which shall be construed in accordance with English law, set out the entire agreement between us and we shall have no obligations relating to our appointment other than those expressly set out therein and herein. In particular, nothing in any of the Agreements shall be taken to override any of these Terms and Conditions and we shall not be deemed to have notice of any provision of any of the Agreements. Nothing in the Appointment Letter or these Terms and Conditions shall require us to provide any service referred to in the Money Laundering Regulations 2007, and specifically we do not provide any of the services set out in Section 3.10 of those Regulations.