

APPROVED
by the Minutes of the Meeting
of the Board of Directors
of OJSC “Kyrgyzaltyn”
No. 6 dated February 5, 2026

Terms and Conditions
for conducting a tender for the establishment of joint activities
(Simple Partnership) to carry out geological exploration works on the
“Taldybulak Area”

The tender for the establishment of joint activities to conduct geological exploration works on the “Taldybulak Area” (hereinafter referred to as the Tender) is conducted on the basis of the resolution of the Management Board of OJSC “Kyrgyzaltyn” No. 4 dated “28” January 2026, and the resolution of the Board of Directors No. 6 dated “5” February 2026.

These Terms and Conditions of the Tender have been developed in accordance with the Regulation on the conditions for conducting joint activities by state-owned enterprises and business entities in which the state holds at least two-thirds of the equity participation in the authorized capital, with investors for the implementation of granted subsoil use rights, approved by Resolution of the Cabinet of Ministers of the Kyrgyz Republic **No. 472 dated 23 August 2022** (hereinafter referred to as the Regulation).

The winner of the Tender shall be granted the right to participate in joint activities for the performance of geological exploration works on the “Taldybulak Area” through the establishment of joint activities in the form of a Simple Partnership.

The Tender shall be held in Bishkek, on 12 March 2026, at 10:00 o'clock (local time), at the following address: 195 Abdyomunov Street, Bishkek.

All interested parties, upon payment of the participation fee, shall be provided upon request with a package of summarized geological information on the Taldybulak gold prospect.

Tender applications and the documents attached thereto shall be submitted to the General Department / Registry Office of OJSC “Kyrgyzaltyn” at the address: 195 Abdyomunov Street, Bishkek, no later than “11” March 2026 inclusive, by 17:00 Bishkek time, and shall be delivered in person to an authorized employee of the General Department / Registry Office of OJSC “Kyrgyzaltyn” with a recorded timestamp of submission. Submission of tender applications by post is not permitted.

The amount of the Bid Security (hereinafter referred to as the BS) shall be **KGS 10,000,000 (ten million Kyrgyz som)**.

Prior to the commencement of the opening of the bidders' envelopes, the Applicant shall ensure the full transfer of the Bid Security (100%) to the settlement account of the Organizer.

General Information on the Subsoil Areas

The licensed area is located around the Taldybulak Levoberezhny gold ore deposit in the Kemin District of the Chui Region of the Kyrgyz Republic. The geographical and economic conditions are highly favorable: the area lies approximately 120 km east of Bishkek and 12 km south of the urban-type settlement of Orlovka; the distance to the nearest railway line is 26 km. The surrounding area includes the urban-type settlement of Orlovka, the village of Kashka, and the Orlovka ski resort. The immediate vicinity of the site is characterized by mountainous terrain.

The first gold occurrences within the Boordinsky ore node date back to 1938 (A.I. Popov), 1944 (A.A. Freiberg), and 1954 (A.A. Luik), when gold was identified in panned concentrates and trench samples; the primary gold occurrence Kensu was discovered, as well as fragments of gold-bearing rocks in the valley of the Karamakoo River. However, sustained interest in gold exploration emerged only after the end of the “lead boom” in the early 1960s.

The discovery of the Kurandzhailyau gold deposit by V.A. Makarov served as a catalyst for systematic gold prospecting within the Boordinsky ore node. As a result of studies conducted at the Kurandzhailyau deposit, exploration efforts were focused on vein-type gold deposits of the quartz–polymetallic formation hosted in Carboniferous strata. Polymetallic deposits, as potential sources of gold, were not initially assigned significant importance due to the relatively low gold grades in the ore (not less than 1 g/t). Nevertheless, approximately 3 tonnes of gold were produced from the Boordu lead deposit. Subsequent studies (V.I. Jordan, 1991) established that gold mineralization forms independent ore bodies and stockwork zones with gold grades of up to 15 g/t within polymetallic ore lenses. Only during the exploration of the Taldybulak Levoberezhny gold deposit, together with concurrent prospecting for gold deposits within the ore node, was a comprehensive understanding developed regarding the diversity of geological settings and the genetic and morphological types of gold mineralization. The Taldybulak licensed area covers a relatively small central portion of the Taldybulak–Levoberezhny ore field.

The absolute elevation of the area ranges from 1,700 to 2,300 meters above sea level.

The licensed area totals 6,756 hectares (67,560,000 m²).

The contribution of OJSC “Kyrgyzaltyn” to the joint activity shall consist of:

1) License No. 7624 AR dated 04 March 2025 for conducting geological exploration works on the “Taldybulak Area”, with the following corner points defined in a rectangular coordinate system:

Point No.	X	Y	Point No.	X	Y
1	13556635	4722620	5	13552000	4724924
2	13552047	4723830	6	13551950	4730900

3	13552000	4724704	7	13561515	4730990
4	13552586	4724709	8	13561620	4726040

Area size: 6,756 hectares (with the exclusion of a mining development area of 6,854 ha – 98 ha).

From the licensed area, the subsoil area covered by License No. 471 AE, issued to Altynken LLC, is excluded in accordance with the following coordinates of corner points:

Point No.	X	Y	Point No.	X	Y
1	13554909.51	4724962.42	7	13554225.30	4725925.30
2	13555077.00	4725149.30	8	13553753.48	4726777.73
3	13554600.00	4725760.00	9	13553639.51	4726626.69
4	13554314.18	4725942.06	10	13553990.00	4726080.00
5	13555080.00	4727377.00	11	13553689.50	4725421.20
6	13555036.90	4727397.90			

The contribution of OJSC “Kyrgyzaltyn” shall consist of subsoil use rights, the value of which, as determined by an independent valuation carried out by Asia-Otsenka Limited Liability Company in its appraisal report dated 16 June 2025, amounts to **KGS 438,843,500 (four hundred thirty-eight million eight hundred forty-three thousand five hundred Kyrgyz som)**.

1. General Provisions

1.1. The Tender is conducted for the purpose of identifying the Winner who has submitted the most economically advantageous proposal in the tender application for participation in the joint activity.

1.2. The obligations of the Winner of the Tender and the terms of participation in the joint activity shall be determined in accordance with these Terms and Conditions and may be supplemented and/or amended by an Agreement of the Parties, except for the special conditions established by Section 4 of these Terms and Conditions.

1.3. The notice of the Tender shall be published on the official website of OJSC “Kyrgyzaltyn” (<https://ru.kyrgyzaltyn.kg/>) no less than thirty **(30) calendar days** prior to the deadline for submission of tender proposals.

1.4. Tender Participants shall submit a document confirming payment of the tender participation fee and, upon such payment, shall receive a package of **summarized** geological and other relevant information regarding the Licensed

Area. Payment of the tender participation fee shall be made in accordance with Section 6 of these Terms and Conditions.

1.5. A Tender Participant shall submit a tender application in a sealed envelope (package). The envelope (package) shall indicate:

- the name of the Tender Organizer, specifying its address;
- the name of the Tender Participant, specifying its actual address and contact telephone numbers;
- the title of the subject matter of the Tender;
- the wording “DO NOT OPEN BEFORE”, specifying the date and time of the opening of envelopes.

1.6. Documents submitted for participation in the Tender, as well as any amendments and supplements thereto, shall not be accepted after the expiration of the application submission deadline. Submitted documents shall not be returned and shall be retained by OJSC “Kyrgyzaltyn” for the periods established by the official records retention schedule.

2. Definitions and Abbreviations Used in the Tender Terms and Conditions

Licensed Area – a portion of the Earth’s surface corresponding to the mining and geological allotments for which a subsoil use license has been issued, defined in graphical documentation by the corner points in a rectangular two-dimensional coordinate system; the size of the Licensed Area is expressed in square kilometers or hectares.

Tender Organizer – OJSC “Kyrgyzaltyn”.

Participant – a legal entity that has submitted a tender application.

Tender Commission – a collegial body established to review tender applications, decide on the Winner of the Tender, reject tender applications, and resolve other matters related to the conduct of the Tender.

Tender Application – a set of documents submitted by a Participant for the Tender in accordance with the requirements of these Terms and Conditions.

Winner of the Tender – the Participant whose tender proposal is recognized by the Tender Commission, in accordance with these Terms and Conditions, as the most advantageous, and whose status is duly recorded in the minutes of the Tender Commission.

Package of Summarized Geological Information – geological information provided by the Tender Organizer to the Participant.

Joint Activity Agreement – an agreement concluded between OJSC “Kyrgyzaltyn” and the Winner of the Tender on the basis of these Terms and Conditions and the conditions of the Winner’s tender proposal, in accordance with the legislation of the Kyrgyz Republic.

GKZ KR – the State Commission on Mineral Reserves of the Kyrgyz Republic.

Terms and Conditions – the Terms and Conditions for conducting the tender to identify a participant in joint activity for carrying out geological exploration works on the “Taldybulak Area.”

Commencement of Geological Exploration Works – the moment of obtaining the license agreement for the performance of geological exploration works.

Joint Activity / Simple Partnership (hereinafter referred to as the SP) – an activity organized by the Parties through the pooling of their contributions without the establishment of a legal entity, for the purpose of achieving a common objective.

3. Key Eligibility Requirements for Participants and Documentation to Be Submitted

3.1. Legal entities shall be eligible to participate in the Tender provided that they:

- are duly incorporated and registered in the Kyrgyz Republic or in foreign jurisdictions; and

- have no compromising, adverse, or reputationally damaging records, including any negative track record of prior cooperation with OJSC “Kyrgyzaltyn.”

3.2. Core requirements for Tender Participants

Tender Participants shall submit the following documents in two (2) copies:

3.2.1. Information and documents disclosing the ownership and/or beneficial ownership structure of the Tender Participant, in accordance with Form No. 2 of these Terms and Conditions.

3.2.2. Documents confirming the authority of the head of the legal entity or of an authorized representative of the legal entity.

3.2.3. For legal entities registered (or re-registered) in the Kyrgyz Republic — copies of the certificate of state registration, the charter, and the founding (constituent) agreement, duly certified by the seal of the legal entity.

3.2.4. For foreign legal entities — copies of the constituent documents and the certificate of registration, and/or a legalized (where applicable) extract from the commercial/state register or other document confirming that the entity is a validly existing legal entity under the laws of its jurisdiction of incorporation.

Constituent documents and certificates of registration submitted by foreign legal entities in a foreign language shall be accompanied by a notarized translation into the state or official language. The validity period of an extract from the state register or any other confirming document shall not exceed six (6) months from the date of issuance.

4. Terms and Execution of the Joint Activity Agreement with the Tender Winner

4.1. OJSC “Kyrgyzaltyn” and the Winner of the Tender shall enter into a Joint Activity Agreement (Simple Partnership Agreement), which shall specify the terms

of participation, the equity interests (participation shares) in the Simple Partnership, the scope and procedures for conducting geological exploration works within the Licensed Area, as well as other terms based on these Terms and Conditions and the Winner's tender application.

4.2. The Winner of the Tender shall become a full-fledged participant in the Simple Partnership with the participation share proposed in the tender application, taking into account the share of OJSC "Kyrgyzaltyn", which shall not be lower than that specified in Clause 4.3 hereof. The capital contribution of the Tender Winner shall be commensurate with the participation share received in the Simple Partnership, considering that the contribution of OJSC "Kyrgyzaltyn" to the capital of the Simple Partnership shall consist of subsoil use rights for geological exploration works with an appraised value of KGS 438,843,500 (four hundred thirty-eight million eight hundred forty-three thousand five hundred Kyrgyz som).

At the same time, the license for subsoil use for the purpose of geological exploration on the "Taldybulak Area" shall not be transferred to the Simple Partnership or to the second participant and shall remain exclusively with OJSC "Kyrgyzaltyn."

4.3. The participation share of OJSC "Kyrgyzaltyn" shall not be less than 30% of the capital of the Simple Partnership.

4.4. Matters related to the performance of geological exploration works within the Licensed Area shall be governed by the Joint Activity Agreement concluded with the Tender Winner based on the results of the Tender (and subsequently by the Simple Partnership Agreement executed between the participants of the Simple Partnership).

4.5. Special Conditions Mandatory for the Tender Winner

4.5.1. The Tender Winner undertakes to strictly comply with the following requirements:

- preparation of a Technical Project for conducting geological exploration works on the "Taldybulak Area";
- adherence to the timeframes for geological exploration works within the Licensed Area as specified in the tender application;
- upon completion of geological exploration works within the Licensed Area, registration and approval of mineral reserves at the State Commission on Mineral Reserves of the Kyrgyz Republic for the "Taldybulak Area";
- compliance with deadlines for the construction of required access roads, drilling pads, and other infrastructure facilities;
- payment of mandatory license-related charges within the joint activity in the manner and within the time limits established by the legislation of the Kyrgyz Republic;
- strict compliance with the legislation of the Kyrgyz Republic;
- calculation and payment of the License Retention Fee in accordance with the procedure established by the legislation of the Kyrgyz Republic;
- payment of taxes and other subsoil use-related payments within the timeframes and amounts prescribed by the legislation of the Kyrgyz Republic, with submission to the Licensor of copies of documents confirming such payments;

- prior to commencement of works, submission to the Licensor of a reclamation technical project supported by positive expert opinions on industrial safety and environmental protection;

- prior to the expiration of this Agreement, submission to the Licensor of a copy of a document evidencing the consent of the land rights holder for the conduct of geological works;

- prior to execution of the license agreement for geological exploration works, notification of the Licensor, accompanied by a copy of the bank agreement on opening a designated reclamation account with a bank located in the Kyrgyz Republic with 100% state ownership, in compliance with the requirements established by the legislation of the Kyrgyz Republic;

- ensuring full financing of the activities of the Simple Partnership, exclusively from the Tender Winner's own funds, with such financing being non-reimbursable by OJSC "Kyrgyzaltyn" and/or the Simple Partnership;

- throughout the entire financial and business operations, maintaining a minimum non-reducible balance (limit) on the settlement account of the Simple Partnership in an amount not less than 20% of the capital of the Simple Partnership;

- bearing full liability, as provided by the legislation of the Kyrgyz Republic, these Terms and Conditions, and the Joint Activity Agreement (Simple Partnership Agreement), for any violations by the Simple Partnership of applicable laws of the Kyrgyz Republic, including liability for environmental damage, License Retention Fee, costs associated with remediation of consequences, as well as payment of all fines and penalties imposed by authorized state authorities.

For failure by the Tender Winner to comply with the above requirements, the Joint Activity Agreement (Simple Partnership Agreement) shall provide for sanctions, including penalties, unilateral termination of the Joint Activity Agreement by OJSC "Kyrgyzaltyn" without reimbursement of financing and other expenses, and other measures.

4.5.2. To engage specialists who are citizens of the Kyrgyz Republic during the construction of infrastructure facilities, including through contractors and subcontractors, in accordance with the legislation of the Kyrgyz Republic.

4.5.3. To accept the condition granting priority rights to all branches, structural divisions, and subsidiaries of OJSC "Kyrgyzaltyn" for the provision of works and services to the Simple Partnership.

4.5.4. To procure goods (inventory and materials) that meet the quality requirements and standards of the Kyrgyz Republic, as well as works and services, including consulting services, necessary to support the activities of the Simple Partnership within the territory of the Kyrgyz Republic, except for goods, works, and services not produced, performed, or provided in the Kyrgyz Republic.

4.6. Other Obligations of the Tender Winner

4.6.1. The Tender Winner shall be obliged to fully and timely pay all taxes, fees, levies, insurance contributions, and other mandatory payments stipulated by the legislation of the Kyrgyz Republic that arise in the course of the activities of the Simple Partnership, including, but not limited to, those incurred during the

implementation of geological exploration works within the Licensed Area and the conduct of related activities within the territory of the Kyrgyz Republic.

4.6.2. The Tender Winner shall be granted ten (10) calendar days to execute the Joint Activity Agreement from the date of receipt of the draft Joint Activity Agreement from OJSC “Kyrgyzaltyn.”

4.6.3. In the event that execution of the Joint Activity Agreement is not possible within the above-mentioned period, OJSC “Kyrgyzaltyn” reserves the right to:

- continue negotiations with the Tender Winner and conclude the Joint Activity Agreement on the basis of these Terms and Conditions and the Tender Winner’s tender application; or

- terminate the process of concluding the Joint Activity Agreement with the Tender Winner and recognize that the Tender Winner has lost the right to participate in the joint activity.

4.6.4. The Tender Winner undertakes to fully finance the activities of the Simple Partnership from its own funds.

4.6.5. In the event that the Tender Winner is deemed to have lost the right to participate in the joint activity, OJSC “Kyrgyzaltyn”, based on the minutes of the Tender Commission, shall be entitled to conclude a Joint Activity Agreement with the next-ranked bidder following the Tender Winner based on the number of points awarded.

In such case, the bidder ranked next after the Tender Winner shall not be entitled to amend the terms of the previously submitted tender application and shall execute the Joint Activity Agreement on the terms of its submitted application within ten (10) calendar days from the date of receipt of the draft Joint Activity Agreement from OJSC “Kyrgyzaltyn.”

4.6.6. In the event of any amendment to the terms of the tender application or refusal to execute the Joint Activity Agreement, the Bid Security shall not be refunded.

4.6.7. If, within the Licensed Area, mineral reserves sufficient to ensure the economic viability of the joint activity are not confirmed, the participants of the Simple Partnership shall have no claims against each other and shall bear the associated risks within the limits of their respective contributions to the joint activity.

4.6.8. In the event of non-performance or improper performance by the Tender Winner of the obligations assumed under the submitted tender application and/or established by this Section of the Terms and Conditions and/or the Joint Activity Agreement, the Tender Winner shall be granted a remedial period of up to six (6) months to cure such breaches.

4.6.9. If, upon the expiration of six (6) months from the date on which OJSC “Kyrgyzaltyn” issues a notice requiring performance of the obligations, the Tender Winner has failed to perform or has improperly performed its obligations, OJSC “Kyrgyzaltyn” shall reserve the right to unilaterally terminate the Joint Activity Agreement by providing written notice to the Tender Winner, followed by the expulsion of the Tender Winner from the Simple Partnership without reimbursement of any funds (monetary, tangible, or intangible) contributed to the joint activity.

5. Requirements for the Tender Application

5.1. The tender application shall be submitted in the state or official language, together with all accompanying documents specified in Section 3 of these Terms and Conditions, in both hard copy and electronic form (scanned versions on USB flash drives), in two (2) copies, and shall include the following:

5.1.1. Amounts of financing of the joint activity from the Applicant's own funds, without the use of borrowed financing, broken down by year;

5.1.2. A proposal regarding the participation share in the Simple Partnership;

5.1.3. A financing program and the annual scope of works to be performed within the Licensed Area;

5.1.4. A comprehensive set of measures to ensure industrial safety, environmental protection, subsoil protection, and the rational use of mineral resources;

5.1.5. A proposal regarding a social benefits and social responsibility program;

5.1.6. A proposal specifying the number of jobs to be provided to the local population;

5.1.7. A cost estimate (budget) for conducting geological exploration works within the Licensed Area;

5.1.8. The proposed commencement dates for geological exploration works at the deposit;

5.1.9. Documents evidencing the professional experience of the Participant (and/or its founders/shareholders or parent company) in the mining industry;

5.1.10. A document issued by an authorized body of the Kyrgyz Republic confirming the absence of outstanding tax liabilities and mandatory insurance contributions. This requirement to submit a document confirming the absence of arrears shall not apply to foreign legal entities;

5.1.11. Information on technical capabilities, availability of the necessary equipment, qualified personnel, and licenses (where the activity is subject to licensing);

5.1.12. Documents containing preliminary proposals for the geological exploration program within the Licensed Area, including:

- the commencement dates and a consolidated cost estimate for the geological exploration works;

- the application of modern technologies in conducting geological exploration at the deposit;

- environmental protection measures and land reclamation activities for disturbed areas;

5.1.13. A document confirming payment of the Bid Security and the tender participation fee;

5.1.14. Any additional information and documents demonstrating the qualification level and other capabilities of the Tender Participant;

5.1.15. The tender application may include additional proposals aimed at the development of the activities of OJSC “Kyrgyzaltyn.”

Such proposals may contain initiatives of the Participant that go beyond the mandatory tender requirements and may contribute to the expansion of production capacity, development of infrastructure, or diversification of the business activities of OJSC “Kyrgyzaltyn.”

5.2. Documents Confirming Availability of Own Funds

5.2. As documents confirming the availability of the Tender Participant’s own funds for financing the joint activity (project) exclusively from own resources without the use of borrowed funds, the following shall be accepted:

- certified copies of bank statements issued by the credit institution servicing the Participant and/or its beneficial owner, evidencing the availability of sufficient cash balances during the current financial year;
- financial statements prepared in accordance with the applicable International Financial Reporting Standards (IFRS), confirming the financial solvency of the Participant for the current financial year.

Where available, it is recommended to submit financial information for the last three (3) years. In the absence of financial data for the three-year period, the reasons for such absence shall be stated. Participation in the evaluation process shall not be limited solely to the submission of information for the specified period.

All documents submitted by foreign legal entities and prepared in a foreign language, including but not limited to certificates, licenses, permits, financial statements, accounting documents, bank statements, work programs, feasibility studies, and other supporting materials, shall be accompanied by a notarized translation into the state or official language of the Kyrgyz Republic.

Where required, such documents shall be subject to legalization or apostille in accordance with the international treaties to which the Kyrgyz Republic is a party.

Note. Document legalization is not required:

- for Participants from countries that are parties to the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents, except for countries that have lodged an objection to the accession of the Kyrgyz Republic;
- for Participants from countries that are parties to the Chisinau Convention on Legal Assistance and Legal Relations in Civil, Family, and Criminal Matters of 7 October 2002.

All documents shall be bound, separated by dividers, and consecutively numbered. Documents shall be submitted in the state or official language. Where documents are submitted in a foreign language, they shall be accompanied by notarized translations into the state or official language.

5.3. A tender application may be withdrawn by the Participant in writing prior to the opening of the envelopes containing the tender applications. Withdrawal after the opening of envelopes shall not be permitted.

6. Procedure, Timeframes, and Amounts for Payment of the Bid Security and the Tender Participation Fee

6.1. Tender Participants shall provide a Bid Security in the amount of KGS **10,000,000** (ten million Kyrgyz som) for the purpose of securing the fulfillment of the Tender conditions.

6.2. Tender Participants shall pay a tender participation fee in the amount of KGS 100,000 (one hundred thousand Kyrgyz som). The participation fee shall be non-refundable and shall not depend on the outcome of the Tender.

6.3. The tender participation fee is intended to cover all costs incurred by OJSC “Kyrgyzaltyn” in connection with the conduct of the Tender and shall be mandatory for all Participants. Payment of the participation fee and the Bid Security shall be made exclusively in the national currency of the Kyrgyz Republic — Kyrgyz som (KGS), by non-cash transfer to the settlement account of OJSC “Kyrgyzaltyn” specified in the tender documentation.

6.4. **Upon execution of the Joint Activity Agreement with the Tender Winner**, the Bid Security shall be refunded, upon the Participant’s written request, within ten (10) business days to the Participant’s bank account, in the same currency and amount in which the payment was made, in the following cases:

6.4.1. The Participant is not recognized as the Tender Winner;

6.4.2. The Participant withdraws its tender application prior to the opening of envelopes by the Tender Commission;

6.4.3. The Tender is declared void or unsuccessful.

6.5. The Bid Security shall not be refunded in the following cases:

6.5.1. The Participant withdraws its tender application after the opening and consideration of the application by the Tender Commission, but prior to the Tender Commission’s decision on determination of the Tender Winner;

6.5.2. The Participant recognized as the Tender Winner refuses or evades execution of the minutes of the Tender results and/or the Joint Activity Agreement, thereby losing the right to participate in the joint activity.

6.6. The Bid Security of the Tender Winner, following execution of the Joint Activity Agreement, shall be transferred by OJSC “Kyrgyzaltyn” to the settlement account of the Simple Partnership and, upon formation of the capital of the Simple Partnership by the Participants, shall be credited as the Tender Winner’s capital contribution.

6.7. The Bid Security and the tender participation fee shall be paid by Tender Participants by bank transfer to the settlement account of OJSC “Kyrgyzaltyn” **in the national currency (Kyrgyz som) using the following bank details:**

OJSC “Kyrgyzaltyn”

Tax Identification Number (TIN): 02403199310039

Currency: Kyrgyz som (KGS)

Bank: OJSC “Aiy Bank”

Settlement Account No.: 1350100026209430

BIC: 135001

7. Tender Commission

7.1. The composition of the Tender Commission shall be determined by an order of OJSC “Kyrgyzaltyn.”

A Secretary of the Tender Commission, who shall have no voting rights, shall be elected by the Tender Commission.

7.2. The functions of the Tender Commission shall include the review of tender applications, their evaluation, and the selection of the Tender Winner and the next-ranked Participant. The Secretary of the Tender Commission shall be responsible for organizing and supporting the meetings of the Tender Commission, recording the minutes of the meetings, and counting the votes of the members of the Tender Commission during voting.

7.3. The opening of envelopes containing the tender documents shall be carried out by the Tender Commission on the next business day following the expiration of the document submission deadline and shall be documented by minutes, indicating the names and addresses of the Tender Participants and the documents submitted by them.

Tender Participants shall be required to be present at the envelope-opening procedure.

7.4. Tender Participants shall present their tender applications (programs) and provide clarifications in response to questions raised by the members of the Tender Commission during the presentation. Each bidder shall be allotted up to one (1) hour for the presentation and defense of its program.

7.5. The Tender shall be conducted in two stages. At the first stage, a documentary pre-qualification review shall be carried out. At the second stage, the programs, proposals, economic and financial capacities of the Participants, as well as other conditions determined by the Tender Commission, shall be reviewed and assessed.

7.6. Non-compliance of a Participant with the requirements of these Terms and Conditions, as well as the submission of an incomplete set of required documents, shall constitute grounds for rejection of the tender application.

7.7. No later than the next business day following the expiration of the application submission deadline, the Tender Commission shall review the proposals of the Tender Participants, prepare the minutes of opening, review, and evaluation of the applications, and adopt a decision identifying the Tender Winner and the next-ranked Participant who has obtained the highest number of points after the Winner.

7.8. The decision of the Tender Commission shall constitute the basis for the execution of the Joint Activity Agreement with the Tender Winner for participation in the joint activity.

8. Determination of the Tender Winner

8.1. The Tender Winner shall be determined based on the review and evaluation of the submitted documents and information in accordance with the criteria set forth below, using a five-point (5-point) scoring system, taking into account the weight (importance) of each criterion for project implementation:

No.	Evaluation Criterion	Scoring Methodology	Criterion Weight
1.	Amount of contribution (project financing) funded from own funds, without привлечения loans from third parties or banks, for conducting geological exploration works within the Licensed Area	For each KGS 1 billion, the score increases by 1 point	20%
2.	Distribution of participation interests in the Simple Partnership (the share of OJSC “Kyrgyzaltyn” shall not be less than 30%)	For each additional 4% participation interest in the Simple Partnership, the score increases by 1 point	35%
3.	Experience in the mining industry	Availability of experience of 3 years or more (3, 5, 6, 7, 8+ years) is awarded 1 point	10%
4.	Number of jobs created for the local population in accordance with the submitted program	1 point for each 10 persons	1%
5.	Timeframe for commencement of geological exploration works within the Licensed Area from the date of execution of the Joint Activity Agreement (Simple Partnership Agreement)	Up to 4 months – 5 points; for each subsequent month, the score is reduced by 1 point	10%
6.	Social package conditions for the local region (KGS million per year)	Up to KGS 10 million – 1 point; for each additional KGS 10 million, the score increases by 1 point	4%
7.	Availability of active subsoil use projects with companies having state participation of the Kyrgyz Republic	For each additional 4% participation interest in projects with state participation, the score increases by 1 point	10%
8.	Additional proposals aimed at the development of the “Taldybulak Area” (including initiatives beyond the mandatory tender requirements that may facilitate accelerated development of the tender object, e.g., availability of a ready-to-use processing plant, laboratories, or other infrastructure facilities)	Depending on the significance, economic feasibility, and implementability of the proposals, the score may be increased by 1 point	10%

8.2. Each member of the Tender Commission shall prepare an individual scoring record, indicating the scores assigned for each criterion and the total score for each Tender Participant. Based on the aggregated scores, the Tender Commission shall adopt a decision on the Tender Winner.

8.3. The Tender Winner shall be the Participant that has obtained the highest total score. In the event of a tie between two or more Participants, the Chairperson of the Tender Commission shall initiate an open voting procedure. Voting shall be conducted separately for each Participant and recorded in the minutes. Each member of the Commission shall be entitled to cast one vote for only one Participant.

8.4. The Participant that receives the highest number of votes shall be recognized as the Tender Winner. Members of the Tender Commission shall not be entitled to abstain from voting.

8.5. The decision of the Tender Commission regarding the Tender Winner and the next-ranked Participant shall be announced at a meeting of the Tender Commission and documented in minutes, which shall be signed by all members of the Tender Commission, the Tender Winner, and the Participant recognized as next after the Tender Winner.

8.6. Any disputes and disagreements shall be resolved in accordance with the applicable legislation of the Kyrgyz Republic

9. Confidentiality Compliance and Prevention of Corrupt Practices (*Unfair Practices*)

9.1. Members of the Tender Commission, as well as officials who have obtained access to information relating to the review, evaluation, and comparison of tender applications, shall not disclose such information to Tender Participants or to any other persons who are not officially involved in the evaluation process during the conduct of the Tender.

9.2. Tender Participants shall submit a written undertaking in accordance with Form No. 1 of these Terms and Conditions, committing to refrain from corrupt practices and to maintain the confidentiality of any confidential information.

10. Declaration of the Tender as Unsuccessful

10.1. The Tender shall be declared unsuccessful by decision of the Tender Commission, formalized by minutes, in the event that: no applications for participation in the Tender are submitted; or the Tender Winner or the next-ranked Participant with the highest score refuses to execute the Joint Activity Agreement; or the submitted tender applications fail to comply with the established requirements.

Contact telephone numbers for inquiries: (+996 312 66 67 00, +996 312 66 66 70)

Form No. 1
to the Terms and Conditions
for conducting a tender for the
establishment of joint activities
(Simple Partnership) to carry out
geological exploration works
on the “Taldybulak Area”

ОБЯЗАТЕЛЬСТВО

1. The Tender Participant hereby undertakes to comply with and ensure adherence to the following requirements of the anti-corruption legislation of the Kyrgyz Republic:

1.1. When participating in the Tender, the Participant and its affiliated persons, employees, or intermediaries shall not pay, offer to pay, or authorize the payment of any monetary funds or valuables, whether directly or indirectly, to members of the Tender Commission, members of the Management Board, the Board of Directors, or officials of OJSC “Kyrgyzaltyn” for the purpose of influencing the actions or decisions of such persons in order to unlawfully obtain material or any other benefits or advantages.

1.2. The Participant and its affiliated persons, employees, or intermediaries shall not commit any acts that, under the applicable legislation of the Kyrgyz Republic, qualify as giving or receiving a bribe, commercial bribery, or any other actions or decisions aimed at the unlawful receipt of material or other benefits or advantages.

1.3. In the event that the Participant has reasonable grounds to suspect that a violation of any provision of this Undertaking has occurred or may occur, the Participant shall promptly notify the Tender Organizer in writing.

Such written notice shall refer to specific facts or provide materials that reliably confirm or give reasonable grounds to believe that a violation of any provision of this Undertaking has occurred or may occur by other Participants, their affiliated persons, employees, or intermediaries, expressed in actions that are classified under the applicable legislation as giving or receiving a bribe, commercial bribery, or other actions that violate the requirements of the applicable legislation and international instruments on combating the legalization (laundering) of proceeds of crime.

1.4. Any information obtained by the Participant in the course of the Tender shall be deemed confidential and shall be protected in accordance with the legislation of the Kyrgyz Republic. Such information may be used by the Participant solely for the purpose of preparing and submitting the tender application. Use of the obtained information for any other purposes or its disclosure to third parties shall be permitted only with the prior written consent of the Tender Organizer that provided such information.

Signature _____
Full name _____
Position _____
Date _____

L.S.

Form No. 2
to the Terms and Conditions
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on the “Taldybulak Area”

Statement of Company Ownership

1. Full legal name of the company.
2. Registered office (country of incorporation).
3. Date and place of state registration.
4. Form of ownership (private or state-owned).
5. Information on the owners of the company (shareholders/participants).
6. List of other companies in which the company holds 10% or more of shares/equity interests.

Regarding Item 5:

No.	Name of legal entity / Full name of owner	Participation interest	Registered office / Address of registration	Details of supporting documents

Regarding Item 6:

No.	Name of legal entity / Full name of owner	Participation interest	Registered office / Address of registration	Details of supporting documents

The Company hereby warrants that the information and data provided in this statement are accurate, complete, and true.

Signature _____
Full name _____
Position _____
Date _____

L.S.

Form No. 3
to the Terms and Conditions
for conducting a tender for the
establishment of joint activities
(Simple Partnership) to carry out
geological exploration works
on the “Taldybulak Area”

Application for Participation in the Tender

I, _____
(full name)

(identification document, series, number, date of issuance)

acting on behalf of _____

(Full legal name, registration number, date and registering authority, registered address, bank details of the legal entity)

on the basis of _____ (power of attorney, Charter)

hereby declare my intention to participate in the Tender to be held on “_____” _____
2026, for participation in joint activities within the Licensed Area, conducted at the following
address: 195 Abdyomunov Street, Bishkek.

1. In accordance with this intention, I have paid the Bid Security and the tender participation fee in
the _____ amount _____ of
_____ (_____) Kyrgyz som (KGS).

2. By signing this Application, the Participant acknowledges, agrees to, and accepts all terms and
conditions set forth in the Terms and Conditions of the Tender and the Criteria for Determining
the Tender Winner for participation in joint activities within the Licensed Area, and guarantees
their full compliance.

The package of summarized geological and other information on the Licensed Area
_____ has been received by me.

Signature of the Applicant (Authorized Representative): _____

Date: _____